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
(530) 458-0508/0509/0735
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colusacountyca.iqm2.com
www.countyofcolusa.org

COLUSA COUNTY
Board of Supervisors

Agenda

May 11, 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.

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report from April 27, 2021 Closed Session
- Announcement of Closed Session

I. HEALTH AND HUMAN SERVICES/PUBLIC HEALTH
1. Update on the COVID-19 Pandemic.

II. 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. 1 through 17.

1. BOARD OF SUPERVISORS
Approve the April 27, 2021 Board of Supervisors meeting minutes.

2. PURCHASING AND PROCUREMENT/PROBATION
Approve 4th Modification to C17-128 with the **Colusa County Office of Education**, for inmate educational services, effective July 1, 2021.

3. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 4th Modification to C16-028 with **Brian Jumawan, dba Comfort Haven for the Elderly**, for board and care services, effective July 1, 2021.

4. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve contract with **Cynthia Pilaczynski**, for patients' rights advocacy services, effective July 1, 2021.

5. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 3rd Modification to C19-023 with **Roger Anderson, dba Buddy's House**, for transitional living facility services, effective July 1, 2021.

6. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve contract with **Davis Guest Home** to provide Consumers with board and care services, effective July 1, 2021.

7. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 1st Modification to **Casa Serenity LLC,** for long-term supportive treatment, effective July 1, 2021.

8. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve contract with **Skyway House** for alcohol/drug abuse residential treatment services, effective July 1, 2021.

9. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 1st Modification to PC20-091with **John Lessley** for consulting services, effective July 1, 2021.

10. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 1st Modification to C20-021 with **St. Helena Hospital dba Adventist Health** for psychiatric inpatient services, effective July 1, 2021.

11. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 3rd Modification to **Crestwood Behavioral Health, Inc.** for 24 hour skilled nursing facility care services, effective July 1, 2021.

12. CHILD SUPPORT
Approve 1st Amendment to C20-203 Establishing the **Colusa, Sutter, and Yolo Regional Child Support Agency**, effective May 11, 2021.

13. SHERIFF/BOATING SAFETY
Adopt a Resolution authorizing the Sheriff to apply for and execute the California State Parks Boating and Waterways Safety and Enforcement financial aid program and approving an agreement with the **California Department of Parks and Recreation,** effective July 1, 2021, to sign reimbursement claims, and authorizing the County Auditor to certify the amount of prior year's vessel taxes.

14. PURCHASING AND PROCUREMENT/JAIL
Approve 10th Modification to **California Forensic Medical Group (CFMG) aka Wellpath,** for inmate medical services effective July 1, 2021.

15. COUNTY ADMINISTRATIVE OFFICE
Approve Addendum to the 115 Trust Administrative Services Agreement with **Public Agency Retirement Services (PARS)** and authorize the County Administrator to sign.

16. PURCHASING AND PROCUREMENT/PUBLIC WORKS/ROAD DEPARTMENT
Adopt plans, specifications and working details for a Request for Bid (RFB) for road repair on Leesville Road within Colusa County.

17. HUMAN RESOURCES/PERSONNEL
Revisit Resolution No. 20-008, an Interim Resolution Establishing Temporary Personnel Policies due to COVID-19.

END OF CONSENT AGENDA

IV. BEHAVIORAL HEALTH
1. Approve Adult Residential Facility Project in Colusa County.

2. Adopt Proclamation Proclaiming May as Mental Health Matters Month.

V. AUDITOR
1. Approve Special Claims.

VI. TREASURER
1. Adopt a Resolution Approving The Sale Of Tax Defaulted Properties Subject To The Power Of Sale.

VII. COMMUNITY DEVELOPMENT DEPARTMENT/WATER RESOURCES
1. Consider any proposal and approve a contract for the temporary sale and transfer of County's contract Central Valley Project water.

2. Adopt a Resolution Rescinding Williamson Act Contracts 71-55 (Barthels) and 71-72 (Steidlmayer) and Reentry into new Williamson Act Contracts 21-01 (Barthels) and 21-02 (Steidlmayer) to allow the recordation of a Lot Line Adjustment.

3. Waive the County's plan check and building permit fees for the construction of a gazebo at Balfour Park in the community of Arbuckle.

VIII. AG COMMISSION/AIR POLLUTION CONTROL
1. **SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL BOARD**
Adopt a Resolution of the Governing Board of the Colusa County Air Pollution Control District Approving and Authorizing the Application to Administer the Carl Moyer Program (Year 23) State Reserve Funding for Fiscal Year 2020-2021.

2. **SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT**
Adopt a Resolution of the Governing Board of the Colusa County Air Pollution Control District authorizing the District to extend the end date for the California Air Resources Board's Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities - Implementation and

Enforcement Grant Agreement from June 30, 2021 to December 31, 2021 **Further**, authorize the Air Pollution Control Officer to sign the amended Grant Agreement with the **California Agency Air Resources Board**.

IX. COUNTY COUNSEL

1. Receive presentation regarding the redistricting process.

X. BOARD OF SUPERVISORS

1. Declare July 2, 2021 a paid holiday and authorize all non-essential County offices to be closed for business on that day upon finding that this will provide a public purpose and encourage future productivity.

XI. SUPERVISORS' REPORTS OR COMMENTS

XII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

XIII. CLOSED SESSION/COUNTY COUNSEL

1. CONFERENCE WITH LABOR NEGOTIATORS
   California Government Code §54957.6
   Agency designated representatives: CAO, Personnel Director, County Counsel Employee organization: DSA, Management, Misc. Unit, Prof./Admin Unit, Confidential Unit, Unrepresented Employees, Department Heads.

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.

COUNTY OF COLUSA, CA **1.1**

Request For County Board of Supervisors Action

MEETING DATE: **May 11, 2021**

DEPARTMENT: **Health and Human Services**

FROM: **Ann Nordyke**

SUBJECT: **COVID-19 Public Health Officer Update**

Update on the COVID-19 Pandemic.

Detailed Description/Background of request

Dr. Burt or staff will provide the Board with an update on the Pandemic.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

None.

COUNTY OF COLUSA, CA **3.1**

Request For County Board of Supervisors Action

MEETING DATE:	**May 11, 2021**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Ann Nordyke**
SUBJECT:	**Approve the April 27, 2021 Board of Supervisors meeting minutes**

Approve the April 27, 2021 Board of Supervisors meeting minutes.

Detailed Description/Background of request
None.

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

Action for the Clerk
Print out and have Chair sign then distribute accordingly and upload into MinuteTraq and County website. Close meeting date in MinuteTraq. Add to Laserfiche

ATTACHMENTS:

- 04-27-21 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

April 27, 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 27th day of April 2021 at the hour of 9:00 a.m. Present: Supervisors Kent S. Boes, Daurice K. Smith, J. Merced Corona, Denise J. Carter and Gary J. Evans.

Present: David Prentice, County Counsel's Office.
Wendy G. Tyler, Ann Nordyke, Patricia Rodriguez, CAO, Clerk of the Board.
Jolene Church, Human Resources Department.
Mike Azevedo, Public Works Department.
Elizabeth Kelly, Health and Human Services Department.
Greg Plucker, Community Development Department.
Michael Bradwell, Russ Jones, Jose Ruiz, Sheriff's Office.
Kaline Moore, CAO's Office.
Anastacia Allen, Ag Commissioner's Office.
Noel O'Neill, Jeannie Scroggins, Behavioral Health Department.
Rose Gallo-Vasquez, Clerk-Recorder's Office.
Gustavo Becerra, Regional Housing Authority
Denise Conrado, Colusa City Council.
Susan Meeker, Pioneer Review.

Present via Teleconference: Mary Fahey, Community Development Department.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Chair Evans states that given the state wide stabilization of COVID related hospitalization coupled with the wide spread availability of vaccine, the County will no longer provide telephonic participation at the Board of Supervisors meetings effective

Attachment: 04-27-21 Minutes (6556 : Approve the April 27, 2021 Board of Supervisors meeting minutes)

May 11, 2021. Individuals wanting to speak during Public Comment or on an Agenda Item will need to appear in person or provide comments in writing to the Clerk of the Board prior to commencement of the meeting and the Clerk's number posted on prior Agendas will no longer be monitored.

REPORT OF APRIL 13, 2021 CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION California. Government Code section 94956.9(h). Counsel states there is no reportable action.

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session items as follows:

1. Public Employment
   California Government Code 54957 (b)(1) Behavioral Health Director

2. Public Employment
   California Government Code 54957 (b)(1) County Counsel

I. HEALTH AND HUMAN SERVICES/PUBLIC HEALTH

1. Update on the COVID-19 Pandemic.

Comments received by Ms. Kelly.

II. STAFF REPORTS

Ms. Allen updates the Board on the opening of the Migrant Center and the annual reports for the Alternative Assistance Replacement Program (AARP) Grants. She thanks the CAO and IT for helping with the Thiobencarb Stewardship training.

Mr. O'Neill updates the Board on the Veterans car show scheduled for May 8, 2021. He states he is looking for a space for Safe Haven in Williams or Colusa and is working with the Ministerial Association of Colusa County for the use of the church grounds. He further states he is working with other Departments for the development of a youth center for after school activities and hopes to present a draft of an MOU to the Board in the future for this project.

Ms. Tyler updates the Board on energy efficiency projects and the ambulance study being conducted by AP Triton. She states she hopes to have a report finalized and presented to the Board in May 2021.

Mr. Azevedo updates the Board on the new General Manager for Recology and he would like to thank the Pioneer Review for publishing an article regarding the Orland water transfer.

CONSENT AGENDA

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

Chair Evans pulls Consent Item No. 10 to be considered separately.

Approve Consent Agenda Items No.'s 1 through 9 and 11.

Attachment: 04-27-21 Minutes (6556 : Approve the April 27, 2021 Board of Supervisors meeting minutes)

1. BOARD OF SUPERVISORS
Approve the April 13, 2021 Board of Supervisors meeting minutes.

2. TREASURER
Accept March 2021 Treasury Monthly Investment Report as presented.

3. AG COMMISSIONER/TRAPPER
Approve Contract No. **C21-057** the Financial Plan for Wildlife Services (Trapper) with **USDA Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS),** effective July 1, 2021.

4. AG COMMISSIONER
Approve Contract No. **C21-058** annual agreement with **California Crop Improvement Association,** for services related to seed certification, effective July 1, 2021 and authorize the Agricultural Commissioner to sign on behalf of the County.

5. AG COMMISSIONER/MIGRANT FARM HOUSING
Ratify Contract No. **C21-059** MOU with **Valencia Branch Lab (VLB**), to provide a COVID Testing site at the Williams Migrant Farm Housing Center from April thru October 2021.

6. HUMAN RESOURCES/PERSONNEL
Revisit Resolution No. 20-008, an Interim Resolution Establishing Temporary Personnel Policies due to COVID-19.

7. HEALTH AND HUMAN SERVICE/WELFARE ADMINISTRATION
Approve the Colusa County System Improvement Plan (SIP) for Child Welfare Services in compliance with Assembly Bill 636.

8. SHERIFF
Approve Contract No. **C21-060** cooperation letter of Agreement (Number 2021-10) with the **United States Drug Enforcement Administration**, for the investigation and eradication of illicit cannabis plants, effective October 1, 2020, and authorize the Sheriff to sign the agreement and related supporting documents.

9. SHERIFF
Approve Contract No. **C21-061** Modification No. 001 (Exhibit A) and Modification No. 02 (Exhibit B) with **United States Department of Agriculture, Forest Service, Mendocino National Forest,** for the annual operating and financial plan agreement to Cooperative Law Enforcement Agreement No. C21-025.

11. PURCHASING AND PROCUREMENT/PUBLIC WORKS
Approve Contract No. **C21-062** 3rd Modification with **1st Choice DBE, Inc.** for County Surveyor Services.

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

Attachment: 04-27-21 Minutes (6556 : Approve the April 27, 2021 Board of Supervisors meeting minutes)

Chair Evans makes time for Consent Item No. 10.

CLERK RECORDER/ELECTIONS

10. Adopt **Resolution No. 21-014** authorizing the implementation of requests from the Colusa County Water District, Arbuckle Public Utility District, Arbuckle Parks and Recreation District, Bear Valley-Indian Valley Fire Protection District and Glenn-Colusa Fire Protection District to move board elections from odd, to even numbered years with the corrected Impact Analysis report for Glenn-Colusa Fire Protection District.

Comments received by Ms. Gallo-Vasquez.

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

IV. HUMAN RESOURCES

1. Approve a Step 4 appointment for Jenifer Jacobsen, Human Resource Technician, CNF Range 23, $3,908 per month, effective her date of hire. **(4/5th vote required)**

Comments received by Ms. Church.

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

V. AUDITOR

1. Approve Special Claims as follows.

Claim #	Fund/Department	Vendor	Amount
643774	AIRPORT	SACRAMENTO RIVER AVIATION, LLC	$390.00

Comments received by Ms. Tyler.

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

VI. PURCHASING AND PROCUREMENT/SHERIFF

1. Find that competitive bidding will not be effective for the County and approve the purchase and installation of equipment to outfit 4 new patrol vehicles and one new covert/unmarked unit for the Sheriff's Office from Sutter Buttes Communications, Inc. and authorize the Purchasing Agent to issue purchase order.

Comments received by Ms. Moore and Mr. Bradwell.

Attachment: 04-27-21 Minutes (6556 : Approve the April 27, 2021 Board of Supervisors meeting minutes)

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

VII. HEALTH & HUMAN SERVICES/WELFARE ADMINISTRATION

1. Presentation, discussion and possible direction to staff to proceed in the development of an agreement with Regional Housing Authority.

Comments received by Ms. Kelly, Mr. O'Neill, Mr. Becerra and Ms. Tyler.

Direct staff to proceed with negotiations for an MOU with the Regional Housing Authority for the purpose of an affordable housing development.

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

VIII. BEHAVIORAL HEALTH

1. Adopt **Resolution No. 21-015** Opting Out of Providing Assisted Outpatient Treatment (AOT), as authorized under Welfare and Institutions Code section 5349 (AB 1976.)

Comments received by Mr. O'Neill.

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

Chair Evans declares a recess at 10:25 a.m. and reconvenes in Regular Session at 10:33 a.m. with all Supervisors present.

Present: David Prentice, County Counsel's Office.
Wendy G. Tyler, Ann Nordyke, Patricia Rodriguez, CAO, Clerk of the Board.
Jolene Church, Human Resources Department.
Mike Azevedo, Public Works Department.
Elizabeth Kelly, Health and Human Services Department.
Greg Plucker, Community Development Department.
Anastacia Allen, Ag Commissioner's Office.
Noel O'Neill, Jeannie Scroggins, Behavioral Health Department.
Susan Meeker, Pioneer Review.

Present via Teleconference: Mary Fahey, Community Development Department.

Attachment: 04-27-21 Minutes (6556 : Approve the April 27, 2021 Board of Supervisors meeting minutes)

IX. COMMUNITY DEVELOPMENT/WATER MANAGEMENT

1. Receive presentation on Groundwater Sustainability Plan Draft Chapters.

Comments received by Ms. Fahey.

Chair Evans makes time for sealed proposals and possible oral bids and to approve contract(s) for the temporary sale and transfer of County's contract Central Valley Project water.

The Clerk states there were no bids received.

Comments received by Mr. Plucker, Ms. Tyler and Mr. Prentice.

2. Consider sealed proposals and possible oral bids and approve contract(s) for the temporary sale and transfer of County's contract Central Valley Project water.

RESULT: CONTINUED TO MAY 11, 2021

X. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Corona

Meetings/functions attended:

- First 5 Commission meeting
- COVID Briefing
- Small Lot Ad-Hoc Committee meeting
- Veteran Services meeting

Supervisor Carter

Meetings/functions attended:

- Redistricting Webinar
- Virginia Yerxa Community Read Day
- Courthouse Grounds work
- Colusa Groundwater Authority meeting
- CSAC Legislative Conference
- Butte Sub Basin Advisory Board meeting

Supervisor Smith

Meetings/functions attended:

- Behavioral Health call
- Bryans Community Church 150 year Anniversary
- Colusa Groundwater Authority zoom call
- Calls from constituents regarding taxes

Supervisor Boes

Meetings/functions attended:

- Williams Cemetery meeting
- COVID Briefing
- CSAC Legislative Conference
- Williams City Council meeting
- CSAC Board of Directors meeting

Attachment: 04-27-21 Minutes (6556 : Approve the April 27, 2021 Board of Supervisors meeting minutes)

Supervisor Evans
Meetings/functions attended:
Sites meeting
Sites Reservoir meeting
Sites Workshop meeting
Colusa Groundwater Authority meeting
Tax Share meeting for Century Ranch
Virtual meeting with Gallagher
Agenda Review

XI. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Ms. Tyler states the May revise should be out by the next Board of Supervisors meeting and Department Budgets are due by May 3, 2021. She further states there have been significant changes on the Federal and State level for redistricting of which there will be a presentation by Prentice Long during the May 11, 2021 meeting. She states that SB79 passed the Senate Transportation Committee.

Chair Evans declares a recess at 11:13 a.m. to convene in Closed Session.

XII. CLOSED SESSION/COUNTY COUNSEL

1. Public Employment
California Government Code 54957 (b)(1) Behavioral Health Director.

2. Public Employment
California Government Code 54957 (b)(1) County Counsel.

Chair Evans adjourned the meeting at 12:47 p.m. to reconvene in Regular Session on May 11, 2021 at the hour of 9:00 a.m.

_____
Gary J. Evans, Chair

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

BY_____
Patricia Rodriguez, Deputy Clerk

Attachment: 04-27-21 Minutes (6556 : Approve the April 27, 2021 Board of Supervisors meeting minutes)

COUNTY OF COLUSA, CA **3.2**

Request For County Board of Supervisors Action

MEETING DATE:	**May 11, 2021**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Ann Nordyke**
SUBJECT:	**Approve 4th modification to the Colusa County Office of Education (C17-128)**

Approve 4th Modification to C17-128 with the **Colusa County Office of Education**, for inmate educational services, effective July 1, 2021.

Detailed Description/Background of request

On July 1, 2017, the County entered into a contract with Colusa County Office of Education for Inmate Educational Services on behalf of the Colusa County Jail and Community Corrections Partnership. On May 29, 2018, the contract was modified to extend the term through June 30, 2019; on November 19, 2019, the contract was modified to extend the term through June 30, 2020; on October 13, 2020 the contract was modified to extend the term through June 30, 2021.

The parties would like to again extend the term of the contract from July 1, 2021 through June 30, 2022.

Prior Board Action

C17-128; C18-080; C20-183

Fiscal Impact/Funding Source

The cost of this service ($28,000) is split 50/50 between Community Corrections Partnership and Jail Inmate Welfare. All other terms and conditions remain the same.

Action for the Clerk

Colusa County Office of Education
345 5th Street, Ste. A
Colusa, CA 95932

ATTACHMENTS:

- Fourth Modification County Office of Education (DOCX)
- C20-183 3rd Modification Colusa County Office of Education (PDF)
- C19-196 2nd Modification Colusa County Office of Education (PDF)
- C18-080 1st Modification Colusa County Office of Education (PDF)
- C17-128 Colusa County Office of Education - Inmate Education Program (PDF)

C___-_____

Fourth Modification of Contract C17-128 for Inmate Educational Services

This Fourth Modification of Contract C17-128 for Inmate Educational Services is between County of Colusa (County), a political subdivision of the State of California, and the Colusa County Office of Education, a public educational agency (Contractor).

Background

On July 1, 2017, the parties executed contract C17-128 to provide teaching services for the Inmate Educational Program in the Colusa County Jail and the Community Corrections Partnership ("Contract").

On May 29, 2018, the parties executed the First Modification to contract C18-080 to extend the term to June 30, 2019.

On July 1, 2019, the parties executed the Second Modification to contract C19-196 to extend the term through June 30, 2020.

On October 13, 2020, the parties executed the Third Modification to contract C19-196 to extend the term through June 30, 2021.

The parties now want to modify the Contract to extend the term.

Modification

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

1. Section 2, Term, of the Contract is modified to extend the term of the contract from July 1, 2021 through June 30, 2022.

COUNTY OF COLUSA

_____Date:_____
Denise J. Carter, Board Chair

APPROVED AS TO FORM

_____
David A. Prentice, Interim County Counsel

COLUSA COUNTY OFFICE OF EDUCATION

_____Date:_____
Michael P. West, Superintendent of Schools

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

by _____
Ann Nordyke, Deputy

Attachment: Fourth Modification County Office of Education (6564 : Fourth Modification to Colusa County Office of Education)

C20-183

Third Modification of Contract C17-128 for Inmate Educational Services

This Third Modification of Contract C17-128 for Inmate Educational Services is between County of Colusa (County), a political subdivision of the State of California, and the Colusa County Office of Education, a public educational agency (Contractor).

Background

On July 1, 2017, the parties executed contract C17-128 to provide teaching services for the Inmate Educational Program in the Colusa County Jail and the Community Corrections Partnership ("Contract").

On May 29, 2018, the parties executed contract C18-080 to extend the term to June 30, 2019.

On July 1, 2019, the parties executed contract C19-196 to extend the term through June 30, 2020.

The parties now want to modify the Contract to extend the term.

Modification

The parties agree to modify the Contract effective July 1, 2020, as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the contract from July 1, 2020 through June 30, 2020.

COUNTY OF COLUSA

Date: 10/13/20

Denise J. Carter, Board Chair

COLUSA COUNTY OFFICE OF EDUCATION

Date: 10.19.2020

Michael P. West, Superintendent of Schools

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: C20-183 3rd Modification Colusa County Office of Education (6564 : Fourth Modification to Colusa County Office of Education)

C19-196

Second Modification of Contract C17-128 for Inmate Educational Services

This Second Modification of Contract C17-128 for Inmate Educational Services is between County of Colusa (County), a political subdivision of the State of California, and the Colusa County Office of Education, a public educational agency (Contractor).

Background

On July 1, 2017, the parties executed contract C17-128 to provide teaching services for the Inmate Educational Program in the Colusa County Jail and the Community Corrections Partnership ("Contract").

On May 29, 2018, the parties executed contract C18-080 to extend the term to June 30, 2019.

The parties now want to modify the Contract to again extend the term.

Modification

The parties agree to modify the Contract effective July 1, 2019 as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the contract from July 1, 2019 through June 30, 2020.

COUNTY OF COLUSA

Date: 11/19/19

Kent S. Boes, Board Chair

COLUSA COUNTY OFFICE OF EDUCATION

Date: 11. 22. 2019

Michael P. West

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: C19-196 2nd Modification Colusa County Office of Education (6564 : Fourth Modification to Colusa County Office of Education)

C18 - 080

First Modification of Contract C17-128 for Inmate Educational Services

This First Modification of Inmate Education Services Contract C17-128 is between the County of Colusa (County), a political subdivision of the State of California, and the Colusa County Office of Education, a public educational agency (Contractor).

Background

On July 1, 2017, the parties entered into contract C17-128 for Contractor to provide the County with teaching services for the Inmate Educational Program in the Colusa County Jail and the Community Corrections Partnership ("Contract").

The parties now want to modify the Contract to extend its term.

Modification

The parties agree to modify the Contract effective May 29, 2018 as follows:

1. Section 2, Term, of the Contract is modified to extend the termination date from June 30, 2018 to June 30, 2019.

COUNTY OF COLUSA

Date: 5/29/18

Gary J. Evans, Board Chair

COLUSA COUNTY OFFICE OF EDUCATION

Date: 6-14-2018

Mike West

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by

Melissa Kitts, Deputy Clerk

Attachment: C18-080 1st Modification Colusa County Office of Education (6564 : Fourth Modification to Colusa County Office of Education)

C17-128

Inmate Education Services Contract

This Inmate Education Services Contract for the Inmate Education Program and the Community Correction Partnership ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and the Colusa County Office of Education ("Contractor").

1. **Services to be Performed**: Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with teaching services for the Inmate Education Program in the Colusa County Jail and the Community Corrections Partnership, as more specifically detailed in Attachment "A."

2. **Term**: This Contract shall begin July 1, 2017, and end on June 30, 2018.

3. **Compensation**: County will pay Contractor compensation not to exceed $28,000 over the term of the Contract. The Colusa County Sheriff's Department and the Colusa County Probation Department are each responsible for one-half of the Contractor compensation. Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment**: Contractor shall bill County at the end of each quarter for services rendered for the immediate preceding quarter. The quarters shall be as follows: July 1 to September 30: October 1 to December 31; January 1 to March 31; April 1 to June 30. 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.

   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.
      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 this Contract.

Attachment: C17-128 Colusa County Office of Education - Inmate Education Program (6564 : Fourth Modification to Colusa County Office of

A. Services shall be provided by Contractor without the advice, control or supervision of the County. Contractor shall have sole discretion and control of Contractor's services and the manner which they are performed. Contractor acknowledges that any person providing educational services pursuant to this contract are not employees of the County, are employed by Contractor, and are not entitled to any County benefits.

B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standard.

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 the Contract, whichever is later.

A. Contractor shall maintain all documents and records which demonstrate performance under the 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 Count 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 the 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

Attachment: C17-128 Colusa County Office of Education - Inmate Education Program (6564 : Fourth Modification to Colusa County Office of

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 director, 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 other party.

9. **Insurance**: Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:

   A. **Workers' Compensation Coverage**: Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least thirty (30) days prior to such change.

   B. **General Liability Coverage**: Contractor shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

   C. **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) for each accident for bodily injury or property damage.

   D. **Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:

      1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;

Attachment: C17-128 Colusa County Office of Education - Inmate Education Program (6564 : Fourth Modification to Colusa County Office of

2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and

7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without thirty (30) days written notice certain to County.

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

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

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

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

Attachment: C17-128 Colusa County Office of Education - Inmate Education Program (6564 : Fourth Modification to Colusa County Office of

during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Contractor to practice its trade and/or profession.

12. **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 the below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County:	County of Colusa 547 Market Street, Suite 102 Colusa, California 95932 Telephone 530-458-0508 Facsimile 530-458-0510
If to Contractor:	Colusa County Office of Education 345 5th Street, Suite A Colusa, California 95932 Telephone 530-458-0350

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:** 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

Attachment: C17-128 Colusa County Office of Education - Inmate Education Program (6564 : Fourth Modification to Colusa County Office of

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 County 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.

20. **Attachments**: All attachments referred to are incorporated and made part of the Contract. Attachments include:

    A. Attachment "A" Services to be Performed.

COUNTY OF COLUSA

Gary J. Evans, Board Chair

COLUSA COUNTY OFFICE OF EDUCATION

Mike West

APPROVED AS TO FORM

Marcos A Kropf, County Counsel

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

By
Patricia Rodriguez, Deputy Clerk

Attachment: C17-128 Colusa County Office of Education - Inmate Education Program (6564 : Fourth Modification to Colusa County Office of

Attachment "A"
Services to be Performed

Contractor shall:

1. Provide a qualified teacher for the Inmate Education Program and the Community Corrections Partnership for a total of 1.75 hours per day for four (4) days per week.

2. Provide instructional services at the Colusa County Jail or other location specified by County.

3. Secure and disseminate appropriate program materials and resources.

4. Provide staff development and training regarding program guidelines and requirements.

Attachment: C17-128 Colusa County Office of Education - Inmate Education Program (6564 : Fourth Modification to Colusa County Office of

Colusa County Office of Education - Inmate Education Program

C17-128
6/27/17
Probation

COUNTY OF COLUSA, CA **3.3**

Request For County Board of Supervisors Action

MEETING DATE: **May 11, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **Approve 4th Modification to Comfort Haven**

Approve 4th Modification to C16-028 with **Brian Jumawan, dba Comfort Haven for the Elderly**, for board and care services, effective July 1, 2021.

Detailed Description/Background of request

Behavioral Health would like to enter into a Fourth Modification of Contract C16-028 with Comfort Haven for the Elderly, located in Marysville, CA, for board and care services for mentally disabled individuals. This contract has been modified three times by extending the termination date and to increase the compensation. This modification would extend the term of the Contract from June 30, 2021 to June 30, 2023 and increase the amount per client per month rate paid to Contractor from $4,700 to $4,800. Behavioral Health currently has one long-term Conservatee placed at this facility and the level of care that this person receives warrants the $100 per month increase. There has not been an increase in two years.

Prior Board Action

C16-028, C17-157, C18-072 and C19-096

Fiscal Impact/Funding Source

The fiscal impact shall not exceed $4800 per client per month; Budgeted (00106-4013-55270) Support and Care of Persons
Behavioral Health Fund - Mental Health - Support & Care of Persons

Action for the Clerk

Please obtain signatures and send to:
Comfort Haven
125 E. 10th St.
Marysville, CA 95901

ATTACHMENTS:

- Fourth Modification to C16-028 Comfort Haven (DOCX)
- C19-096 3rd Mod. Comfort Haven for the Elderly (PDF)
- C18-072 2nd Mod Comfort Haven for the Elderly (PDF)
- C17-157 1st Modification Comfort Haven for the Elderly (PDF)

- C16-028 Comfort Haven for the Elderly BHD (PDF)

C___-_____

Fourth Modification of C16-028 for Board and Care Services

This Fourth Modification of Contract C16-028 for board and care services for mentally disabled individuals is between Colusa County (County), a political subdivision of the State of California, and Brian Jumawan, and individual doing business as Comfort Haven for the Elderly, (Contractor).

Background

On February 1, 2016, the parties executed Contract (C16-028) for board and care services for mentally disabled individuals.

On July 25, 2017, the parties executed the First Modification (C17-157) extending the term and increasing the compensation.

On May 29, 2018, the parties executed the Second Modification (C18-072) extending the term.

On July 1, 2019, the parties executed the Third Modification (C19-096) extending the termination date and increasing the compensation.

The parties now want to modify the Contract to extend the termination date and increase the compensation.

Modification

The parties agree to modify the Contract effective June 8, 2021, as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the Contract from June 30, 2021 to June 30, 2023.

2. Section 3, "Compensation" is modified to increase the amount per client per month rate paid to Contractor from $4,700 to $4,800.

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Board Chair

BRIAN JUMAWAN, dba COMFORT HAVEN FOR THE ELDERLY

_____Date:_____
Signature

APPROVED AS TO FORM

_____
David Prentice, Interim County Counsel

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

by _____
Melissa Kitts, Deputy

Attachment: Fourth Modification to C16-028 Comfort Haven [Revision 1] (6563 : Fourth Modification to Comfort Haven)

C19-096

Third Modification of C16-028 for Board and Care Services

This Third Modification of Contract C16-028 for board and care services for mentally disabled individuals is between Colusa County (County), a political subdivision of the State of California, and Brian Jumawan, and individual doing business as Comfort Haven for the Elderly, (Contractor).

Background

On February 1, 2016, the parties executed Contract C16-028 for board and care services for mentally disabled individuals.

On July 25, 2017, the parties executed the First Modification C17-157 extending the term and increasing the compensation.

On May 29, 2018, the parties executed the Second Modification C18-072 by extending the term.

The parties now want to modify the Contract to extend the termination date and increase the compensation.

Modification

The parties agree to modify the Contract effective July 1, 2019, as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the Contract from June 30, 2019 to June 30, 2021.
2. Section 3, "Compensation" is modified to increase the amount per client per month rate paid to Contractor from $4,600 to $4,700.

COUNTY OF COLUSA

Date: 6/11/19

Kent S. Boes, Board Chair

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

BRIAN JUMAWAN, dba COMFORT HAVEN FOR THE ELDERLY

Date: 6/17/19

Signature

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

by

Patricia Rodriguez, Deputy Clerk

Attachment: C19-096 3rd Mod. Comfort Haven for the Elderly (6563 : Fourth Modification to Comfort Haven)

C18-072

Second Modification of C16-028 for Board and Care Services

This Second Modification of Contract C16-028 for board and care services for mentally disabled individuals is between Colusa County (County), a political subdivision of the State of California, and Brian Jumawan, and individual doing business as Comfort Haven for the Elderly, (Contractor).

Background

On February 1, 2016, the parties executed Contract C16-028 for board and care services for mentally disabled individuals.

On July 25, 2017, the parties executed the First Modification C17-157 extending the term and increasing the compensation.

The parties now want to modify the Contract to extend the termination date.

Modification

The parties agree to modify the Contract effective May 29, 2018, as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the Contract from June 30, 2018 to June 30, 2019.

COUNTY OF COLUSA

Date: 5/29/18

Gary J. Evans, Board Chair

BRIAN JUMAWAN, dba COMFORT HAVEN FOR THE ELDERLY

Date: 4/7/18

Signature

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by

Melissa Kitts, Deputy Clerk

Attachment: C18-072 2nd Mod Comfort Haven for the Elderly (6563 : Fourth Modification to Comfort Haven)

C17-157

First Modification of C16-028 for Mental Health Services

This First Modification of Contract C16-028 for board and care services for mentally disabled individuals is between Colusa County (County), a political subdivision of the State of California, and Brian Jumawan, and individual doing business as Comfort Haven for the Elderly, (Contractor).

Background

On February 1, 2016, the parties executed Contract C16-028 for board and care services for mentally disabled individuals.

The parties now want to modify the Contract to extend the termination date and increase the amount per client per month rate paid to the Contractor.

Modification

The parties agree to modify the Contract effective July 25, 2017 as follows:

1. Section 2, "Term" of the Contract is modified to extend the term of the Contract from June 30, 2017 to June 30, 2018.

2. Section 3, "Compensation" is modified to increase the amount per client per month rate paid to Contractor from $4,500 to $4,600.

COUNTY OF COLUSA

Gary J. Evans, Board Chair — Date: 7/25/17

BRIAN JUMAWAN, dba COMFORT HAVEN FOR THE ELDERLY

Signature — Date: 7/31/17

BRIAN JUMAWAN - LISCENSEE
Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by Patricia R
Patricia Rodriguez, Deputy Clerk

Attachment: C17-157 1st Modification Comfort Haven for the Elderly (6563 : Fourth Modification to Comfort Haven)

Comfort Haven for the Elderly

This contract for the provision of board and care services for mentally disabled individuals ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Comfort Haven for the Elderly ("Contractor"), a Sole Proprietorship.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with a licensed care facility for the provision of board and care services for mentally disabled individuals, as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on February 1, 2016, and shall continue until all requested services are completed. Said services shall be completed no later than June 30, 2017.

3. **Compensation:** County will pay Contractor an amount not to exceed $4,500.00 per client, per month upon receipt of a monthly statement. Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** Contractor shall bill monthly by invoice directed to the Director of Behavioral Health. Contractor will provide County a completed IRS for W-9 before payments will issue from County. 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.

   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.
      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

Attachment: C16-028 Comfort Haven for the Elderly BHD (6563 : Fourth Modification to Comfort Haven)

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 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 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 other party.

Attachment: C16-028 Comfort Haven for the Elderly BHD (6563 : Fourth Modification to Comfort Haven)

9. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

   A. **Workers' Compensation Coverage:** Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least 30 days prior to such change.

   B. **General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. Such insurance coverage shall have an effective date prior to or equal to the effective date of this Contract and continue coverage for a period of 3 years after the expiration of this Contract and any extensions thereof. In lieu of maintaining post-contract expiration overage as specified above, Contractor may satisfy this provision by purchasing tail coverage for the claims made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported 3 years after expiration of this Contract.

   C. **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than $1,000,000 for each accident for bodily injury or property damage.

   D. **Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than $2,000,000 in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to 6 months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

   E. **Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:

      1) Naming County, its elected officials, officers, employees, agents and

Attachment: C16-028 Comfort Haven for the Elderly BHD (6563 : Fourth Modification to Comfort Haven)

volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;

2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and

7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without thirty (30) days written notice certain to County.

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

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

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

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

Attachment: C16-028 Comfort Haven for the Elderly BHD (6563 : Fourth Modification to Comfort Haven)

which are legally required of Contractor to practice its trade and/or profession.

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

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

If to County:	Colusa County Department of Behavioral Health Attn: Director 162 E. Carson Street Colusa, CA 95932
If to Contractor:	Comfort Haven for the Elderly 125 E. Tenth Street Marysville, CA 95901 530-749-1890 916-531-1090

14. **Entire Contract**: This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

15. **Amendments**: This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.

16. **Waiver**: No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.

17. **Execution**: This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.

18. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. 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

Attachment: C16-028 Comfort Haven for the Elderly BHD (6563 : Fourth Modification to Comfort Haven)

19. **Termination**: This Contract may be terminated for the following reasons:

A. Immediately for cause if either party violates any of the terms or provisions of this Contract; or

B. By either party without cause upon 15 days written notice of termination.

20. **Partial Invalidity**. If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

21. **Attachments: All attachments referred to are incorporated and made part of the Contract. Attachments include:**

A. Attachment "A" Scope of Services
B. Attachment "B" HIPAA Business Associate Addendum

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date first written above.

COUNTY OF COLUSA

Denise J. Carter, Board Chair

CONTRACTOR

Signature

Susie Jumawan - Administrator
Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

By
Ann Nordyke, Deputy

Attachment: C16-028 Comfort Haven for the Elderly BHD (6563 : Fourth Modification to Comfort Haven)

Attachment "A"

Scope of Services

A. Basic General Services

1. Lodging:
   - Shared or Private Room

2. Food Services:
   - Three nutritious meals daily and between meal nourishment or snacks
   - Special diets, if prescribed by Doctor

3. Laundry Services:
   - Personal Laundry
   - Bed linen changed once a week or as needed
   - Clean towels twice per week or as needed
   - Dry cleaning not provided

4. Cleaning of resident's room

5. Transportation:
   - Plan, arrange and/or provide for transportation to and from medical and dental appointments once a week
   - If additional trips are necessary, family assistance may be required

6. Activities:
   - Planned Activities
   - Community activities are scheduled based on resident interests and availability

7. Notifications of family or other appropriate person/agency of resident's needs, any serious illness, change of condition, or need for relocation.

B. Basic Personal Services

1. Continuous observation, care and supervision, as required.

2. Assistance with bathing and personal needs, as required.

3. Assistance in meeting necessary medical and dental needs.

4. Assistance, as needed, with taking prescribed medications, in accordance with physician's instructions, unless prohibited by law or regulation. Comfort Haven Residential Care reserves the right to consult with the resident's physician regarding medications and other medical situations.

Attachment: C16-028 Comfort Haven for the Elderly BHD (6563 : Fourth Modification to Comfort Haven)

5. Bedside care for minor temporary illness.

C. Optional Services

1. Beauty/Barber Shop:
   - Open once a week. Payment is due at the time of service. Rates vary.

2. County Store:
   - Sale of snack foods and small personal items are sold for profit. Proceeds are used to fund program activities. Store is open five days a week.

Attachment: C16-028 Comfort Haven for the Elderly BHD (6563 : Fourth Modification to Comfort Haven)

HIPAA BUSINESS ASSOCIATE ADDENDUM
Attachment "B"

The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition: The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103. , and in reference to the party to this Addendum, shall mean Comfort Haven for the Elderly. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. Colusa County Behavioral Health (Behavioral Health) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean [Colusa County Department of Behavioral Health].

(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health

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information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide Behavioral Health with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from Behavioral Health make available protected health information in a designated record sent to the Colusa County Behavioral Health Department as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from Behavioral Health make any amendment(s) to protected health information in a designated record set as directed or agreed to by Behavioral pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Behavioral Health's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from Behavioral Health information required to provide an accounting of disclosures to the individual as necessary to satisfy Behavioral Health's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Behavioral Health's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Behavioral Health in the performance of such obligation(s);

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3)

(j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing Behavioral Health PHI. These steps shall include, at a minimum: 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. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for Behavioral Health PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

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(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).
(b) Business Associate may use or disclose protected health information as required by law.
(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Behavioral Health's minimum necessary policies and procedures.
(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.
(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
(f) Business Associate may provide data aggregation services relating to the health care operations of Behavioral Health.

Provisions for Behavioral Health to Inform Business Associate of Privacy Practices and Restrictions

(a) Behavioral Health shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
(b) Behavioral Health shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.
(c) Behavioral Health shall notify Business Associate of any restriction on the use or disclosure of protected health information that Behavioral Health has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by Behavioral Health

Behavioral Health shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Behavioral Health, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and

Attachment: C16-028 Comfort Haven for the Elderly BHD (6563 : Fourth Modification to Comfort Haven)

shall terminate when the Agreement terminates or on the date Behavioral Health terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by Behavioral Health, if Behavioral Health determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by Behavioral Health. Behavioral Health may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination. Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from Behavioral Health, or created, maintained, or received by Business Associate on behalf of Behavioral Health, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Behavioral Health or, if agreed to by Behavioral Health, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate"] which applied prior to termination; and
5. Return to Behavioral Health or, if agreed to by Behavioral Health, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of Behavioral Health transmit the protected health information to another Business Associate of the Behavioral Health at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other

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terms of the Agreement to which this Addendum is attached shall remain in effect.

(d) Ownership. Behavioral Health at all times owns the PHI shared pursuant to the terms of this Addendum.

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COUNTY OF COLUSA, CA **3.4**

Request For County Board of Supervisors Action

MEETING DATE: **May 11, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **Approve contract with Cynthia Pilaczynski**

Approve contract with **Cynthia Pilaczynski**, for patients' rights advocacy services, effective July 1, 2021.

Detailed Description/Background of request

Behavioral Health is requesting to enter into a new contract with Cynthia Pilaczynski for Patient Right Advocate (PRA) services. Ms. Pilaczynski has worked for the County as a Consultant on behalf of Behavioral Health since 2017. Ms. Pilaczynski is a licensed therapist with many years of experience and well qualified to continue providing these services to the County and our consumers. Behavioral Health is requesting to execute a new contract due to additional of scope of services, allowance for training and monthly stipend.

The PRA provides supportive services to Behavioral Health consumers, acting as an omsbudsman in ensuring they are receiving services and support from staff, and assists in the formal grievance process when desired by the client. Further the Direcros desires to have the PRA provide training and education at the Safe Haven Drop In Center so consumers are well aware of their rights as they navigate through treatment. The PRA also attends the department's quality assurance meetings as well as the Behavioral Health Advisory Board meetings.

This contract would commence July 1, 2021 through June 30, 2022. Contractor shall receive a maximum stipend of $1,000 per month to act in the capacity of PRA. Contractor will work approximately forty (40) hours per month. These forty (40) hours per month will be flexible to be determined upon client need and request.

This contract shall not exceed $14,000 per fiscal year. This amount represents the subtotals of $2,000 in travel reimbursement and $12,000 for monthly stipend reimbursement per fiscal year.

Prior Board Action

New Contract

Fiscal Impact/Funding Source

Budgeted: 00106-4013-53180; the fiscal impact shall not exceed $14,000 per fiscal year

Behavioral Health Fund-Mental Health-Prof/Specialized Services

Action for the Clerk

Please obtain signatures and send to:
Cynthia Pilaczynski
3385 Americana Drive
Yuba City, VA 95932
530-300-2844

ATTACHMENTS:

- Contract Cynthia Pilaczynski (DOCX)

Patients' Rights Advocacy Services Contract

This Patients' Rights Advocacy Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Cynthia Pilaczynski, an individual ("Contractor").

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with Patients' Rights Advocacy services through its Behavioral Health Department as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on July 1, 2021 and shall continue through June 30, 2022.

3. **Compensation:** County will pay Contractor compensation not to exceed $14,000, as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an 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.

   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.
   - **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

Attachment: Contract Cynthia Pilaczynski [Revision 1] (6562 : Approve Contract with Cynthia Pilaczynski)

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 ten (10) 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 ten (10) years, or for any longer period required by law, from the date of termination or completion of this Contract.

B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.

C. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.

9. **HIPPA Compliance:** The Parties agree to comply with the Colusa County Business Associate Agreement specific in Attachment "C" attached hereto and incorporated herein by reference, which is added to this agreement to comply with the privacy requirements of the Health Insurance Portability and Accountability Act (HIPPA).

10. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than

Attachment: Contract Cynthia Pilaczynski [Revision 1] (6562 : Approve Contract with Cynthia Pilaczynski)

A:VII:

A. Workers' Compensation Coverage: Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least thirty (30) days prior to such change.

B. General Liability Coverage: Contractor shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

C. Automobile Liability Coverage: Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles.

D. Policy Endorsements: All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:

1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;

2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

Attachment: Contract Cynthia Pilaczynski [Revision 1] (6562 : Approve Contract with Cynthia Pilaczynski)

6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and

7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without thirty (30) days written notice certain to County.

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

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

11. 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.

12. 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.

13. 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.

14. 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:
Department of Behavioral Health
162 E. Carson Street
Colusa, CA 95932
530.458.0520
Attention: Director

Attachment: Contract Cynthia Pilaczynski [Revision 1] (6562 : Approve Contract with Cynthia Pilaczynski)

If to Contractor: Cynthia Pilaczynski
3385 Americana Drive
Yuba City, VA 95932
530.300.2844

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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 County without cause upon fifteen (15) days written notice of termination.

21. **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.

22. **Attachments:** All attachments referred to are incorporated and made part of the Contract. Attachments include:

    A. Attachment "A" Scope of Services
    B. Attachment "B" Compensation or Fees Paid to Contractor

Attachment: Contract Cynthia Pilaczynski [Revision 1] (6562 : Approve Contract with Cynthia Pilaczynski)

C. Attachment "C" Colusa County Business Associate Agreement

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Board Chair

APPROVED AS TO FORM

_____
David Prentice, Interim County Counsel

CYNTHIA PILACZYNSKI

_____Date:_____
Signature

_____
Printed Name and Title

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By _____
, Deputy

Attachment: Contract Cynthia Pilaczynski [Revision 1] (6562 : Approve Contract with Cynthia Pilaczynski)

ATTACHMENT A

Scope of Services

The Patient Rights Advocate (PRA) for Colusa County Behavioral Health (CCBH) shall report directly to the Behavioral Health Director. Although the PRA shall invoice the County with a flat rate fee, since there is no way to predict the volume of requests, the PRA will generally work approximately ten (10) hours per week, and the PRA Contractor shall keep a log of activities for the Department Head's review. The PRA shall provide the following functions as time allows:

1) Receive calls on CCBH Voicemail or personal cell if so chooses, and return calls to consumers when a message has been left. Listen to consumers and attempt to help them solve problems, or link them up with someone who can help them.

2) Assist consumers with the grievance process, if appropriate. A Release of Information (ROI) from the consumer must be obtained which will give the PRA the authorization to speak to the CCBHS regarding consumer issues.

3) When a consumer, from any location in the County, has filed a complaint, the PRA will perform an intake, provide an investigation, do an interview, and produce findings and recommendations, which will be forwarded to the CCBH Quality Assurance Manager. Following the review of the complaint, the PRA may participate in a resolution process with the client and the QA Manager.

4) Attend CCBH QIC Meetings six (4) times per year.

5) Attend CCBH Board meetings.

6) Provide periodic training and education at the Safe Haven Drop-in Center, informing consumers about their rights and the CCBH grievance and complaint process.

7) Meet or talk by phone with clients who are having their conservatorships renewed.

8) Attend specific trainings on behalf of CCBH for Patient Rights Advocates.

9) Attend Program Improvement Project phone conferences, webinars or in person sessions on occasion representing the consumer/family voice.

10) Meet with the BH Director regularly and with the QA Manager occasionally to report findings and observations.

11) Participate in Medi-Cal and EQRO reviews.

12) Keep a written log of activities that will be reviewed by BH Director.

Attachment: Contract Cynthia Pilaczynski [Revision 1] (6562 : Approve Contract with Cynthia Pilaczynski)

13) Contractor may meet with consumers in whatever location is deemed appropriate by both the PRA and the consumer.

14) Contractor shall be familiar with and abide by the parameters set forth in the Welfare and Institutions Code.

Attachment: Contract Cynthia Pilaczynski [Revision 1] (6562 : Approve Contract with Cynthia Pilaczynski)

ATTACHMENT B

Compensation or Fees Paid to Contractor

1) This contract is a flat fee agreement between the Contractor and the County.

2) Contractor shall receive a maximum stipend of $1,000 per month to act in the capacity of Patient Right Advocate (PRA). Contractor will work approximately forty (40) hours per month. These forty (40) hours per month will be flexible to be determined upon client need and request. Contractor shall inform the CCBH Director, in advance, of any planned absences for a complete month so that other arrangements can be made for this PRA service.

3) This contract shall not exceed $14,000 per fiscal year. This amount represents the subtotals of $2,000 in travel reimbursement and $12,000 for monthly stipend reimbursement per fiscal year.

4) There may be times when the contractor will use a large portion of the travel reimbursement in a single month due to out of county travel that month in order to attend a training or conference.

5) The stipend shall include the cost of the telephone use and all materials used to accomplish the scope of service.

FY21-22

Monthly Stipend	$1000/mo. x 12 mos.	=	$ 12,000
Travel Reimbursement	$2,000 x 0ne Year	=	+ 2,000
		Total	$14,000

Attachment: Contract Cynthia Pilaczynski [Revision 1] (6562 : Approve Contract with Cynthia Pilaczynski)

ATTACHMENT C

HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103. , and in reference to the party to this Addendum, shall mean Cynthia Pilaczynski. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County of Colusa (County) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean County.

(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

Attachment: Contract Cynthia Pilaczynski [Revision 1] (6562 : Approve Contract with Cynthia Pilaczynski)

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

Attachment: Contract Cynthia Pilaczynski [Revision 1] (6562 : Approve Contract with Cynthia Pilaczynski)

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: 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. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Attachment: Contract Cynthia Pilaczynski [Revision 1] (6562 : Approve Contract with Cynthia Pilaczynski)

(f) Business Associate may provide data aggregation services relating to the health care operations of County.

Provisions for County to Inform Business Associate of Privacy Practices and Restrictions

(a) County shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b)County shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) County shall notify Business Associate of any restriction on the use or disclosure of protected health information that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by County

County shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by County, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date County terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by County, if County determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by County. County may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from County, or created, maintained, or received by Business Associate on behalf of County, shall:

1. Retain only that protected health information which is necessary for Business

Attachment: Contract Cynthia Pilaczynski [Revision 1] (6562 : Approve Contract with Cynthia Pilaczynski)

Associate to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to County or, if agreed to by County, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to County or, if agreed to by County, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of County transmit the protected health information to another Business Associate of the County at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

(d) Ownership. County at all times owns the PHI shared pursuant to the terms of this Addendum.

Attachment: Contract Cynthia Pilaczynski [Revision 1] (6562 : Approve Contract with Cynthia Pilaczynski)

COUNTY OF COLUSA, CA

3.5

Request For County Board of Supervisors Action

MEETING DATE: **May 11, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **Approve Third Modification to Buddy's House**

Approve 3rd Modification to C19-023 with **Roger Anderson, dba Buddy's House**, for transitional living facility services, effective July 1, 2021.

Detailed Description/Background of request

Behavioral Health would like to enter into a third modification to their contract (C19-023) with Buddy's House. Buddy's House is a clean and sober transitional living facility located In Yuba City, CA. Behavioral Health currently does not have any consumers placed at this facility but would like to maintain this contract should a need arise.

This modification would extend the termination date from June 30, 2021 to June 30, 2023. It would also increase the rent for Phase 1 from $695 per month to $750 per month and for Phase 2 from $495 per month to $550 per month, per fiscal year.

Prior Board Action

C19-023, C19-209 and C20-097

Fiscal Impact/Funding Source

(00106-4011-55270) $50,000 per fiscal year
Behavioral Health Fund-Substance Abuse-Support & Care of Persons

Action for the Clerk

Please obtain signatures and send to:
Buddy's House
Attention: Roger Anderson, Director
1770 Magnolia Drive
Yuba City, CA 95991

ATTACHMENTS:

- C20-097 2nd Mod Buddy's House (PDF)
- C19-209 1st Mod Buddy's House (PDF)
- C19-023 Original Buddy's House (PDF)
- Third Mod to Buddys House (DOCX)

C20-097

Second Modification of C19-023 for Transitional Living Facility Services

This Second Modification of the Clean and Sober Transitional Living Facility Services Contract C19-023 is between County of Colusa (County), a political subdivision of the State of California, and Roger Anderson, an individual doing business as Buddy's House (Contractor).

Background

On February 19, 2019, the parties executed Contract C19-023 for clean and sober transitional living facility services.

On December 17, 2019, the parties executed a first modification C19-209 to add an Attachment "E" – Requirements.

The parties now want to modify the Contract to extend the term of the contract.

Modification

The parties agree to modify the Contract effective June 2, 2020 as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the contract from June 30, 2020 to June 30, 2021.
2. Section 4, Method of Payment, is modified to add the following:
   (4) Itemize the costs incurred.
   (5) Include a summary of the services provided.
   (6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

COUNTY OF COLUSA

Date: 6/2/20

Denise J. Carter, Board Chair

ROGER ANDERSON, dba BUDDY'S HOUSE

Date: 6-8-20

Signature

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by

Patricia Rodriguez, Deputy

Attachment: C20-097 2nd Mod Buddy's House (6561 : Approve third modificaiton to Buddy's House)

C 19-209

First Modification of C19-023 for Transitional Living Facility Services

This First Modification of the Clean and Sober Transition Living Facility Services Contract C19-023 is between Colusa County (County), a political subdivision of the State of California, and Roger Anderson, an individual doing business as Buddy's House (Contractor).

Background

On February 19, 2019, the parties executed Contract C19-023 for clean and sober transition living facility services.

The parties now want to modify the Contract to add an Attachment "E" – Requirements.

Modification

The parties agree to modify the Contract effective December 17, 2019, as follows:

1. Section 21, Attachments, of the Contract is modified to add an Attachment "E" – Requirements.

COUNTY OF COLUSA

Date: 12/17/19

Kent S. Boes, Board Chair

ROGER ANDERSON, dba BUDDY'S HOUSE

Date: 12-31-19

Signature

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by

Melissa Kitts, Deputy

Attachment: C19-209 1st Mod Buddy's House (6561 : Approve third modificaiton to Buddy's House)

C 19-209

ATTACHMENT E

REQUIREMENTS

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

C. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

D. Noncompliance with Reporting Requirements

Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

E. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

F. Debarment and Suspension

Contractor shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions

Attachment: C19-209 1st Mod Buddy's House (6561 : Approve third modificaiton to Buddy's House)

contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.
If a Contractor subcontracts or employs an excluded party DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

G. Restriction on Distribution of Sterile Needles

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

H. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit F for additional information.

1. Trading Partner Requirements

a) No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

b) No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

Attachment: C19-209 1st Mod Buddy's House (6561 : Approve third modificaiton to Buddy's House)

Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

Contractor agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

I. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

Attachment: C19-209 1st Mod Buddy's House (6561 : Approve third modificaiton to Buddy's House)

C 19-209

J. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

K. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

L. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

M. Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.

2. Reduce barriers to patients' accepting TB treatment.

3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

N. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239.

O. Tribal Communities and Organizations

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers), the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to

Attachment: C19-209 1st Mod Buddy's House (6561 : Approve third modificaiton to Buddy's House)

service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

P. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.
The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Youth Treatment Guidelines

Contractor must comply with the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this Contract.

R. Perinatal Practice Guidelines

Contractor must comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The Perinatal Practice Guidelines are attached to this contract as Document 1G, incorporated by reference. The Contractor must comply with the current version of these guidelines until new Perinatal Practice Guidelines are established and adopted. The incorporation of any new Perinatal Practice Guidelines into this Contract shall not require a formal amendment.

Contractor receiving SABG funds must adhere to the Perinatal Practice Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

S. Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Attachment: C19-209 1st Mod Buddy's House (6561 : Approve third modificaiton to Buddy's House)

C19-209

T. Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

U. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

4. Age Discrimination in Employment Act (29 CFR Part 1625).

5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

Attachment: C19-209 1st Mod Buddy's House (6561 : Approve third modificaiton to Buddy's House)

C19-209

V. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

4. No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

W. Additional Contract Restrictions

1. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

X. Information Access for Individuals with Limited English Proficiency

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

Attachment: C19-209 1st Mod Buddy's House (6561 : Approve third modificaiton to Buddy's House)

c19-023

Sober Transitional Living Services Contract

This Sober Transitional Living Services Contract for the provision of a clean and sober transition living facility ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Roger Anderson, an individual, doing business as Buddy's House ("Contractor").

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with a clean and sober transitional living facility for clients referred by Colusa County Behavioral Health Services, as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on February 19, 2019, and shall continue until June 30, 2020.

3. **Compensation:** County will pay Contractor compensation not to exceed $50,000 per fiscal year, as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month directed to the fiscal department of the Colusa County Behavioral Health. Upon receipt of an 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.

   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.

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.

Attachment: C19-023 Original Buddy's House (6561 : Approve third modificaiton to Buddy's House)

6. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of five (5) years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

   A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Contract.

   B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.

   C. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.

9. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

Attachment: C19-023 Original Buddy's House (6561 : Approve third modificaiton to Buddy's House)

c19-023

A. **Workers' Compensation Coverage:** Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least thirty (30) days prior to such change.

B. **General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

C. **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) for each accident for bodily injury or property damage.

D. **Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than two million dollars ($2,000,000) in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

E. **Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:

1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;

2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

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3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and

7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without thirty (30) days written notice certain to County.

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

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

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

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

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

13. **Written Notification**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either

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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 Behavioral Health 162 E Carson Street Colusa, Ca 95932 Attention: Terry Rooney, Director 530.458.0520
If to Contractor:	Buddy's House 1770 Magnolia Drive Yuba City, CA 95991 Attention: Roger Anderson, Director 530.674.1049

14. **Entire Contract**: This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

15. **Amendments**: This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.

16. **Waiver**: No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.

17. **Execution**: This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.

18. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. 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.

19. **Termination**: This Contract may be terminated for the following reasons:

Attachment: C19-023 Original Buddy's House (6561 : Approve third modificaiton to Buddy's House)

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A. Immediately for cause if either party violates any of the terms or provisions of this Contract; or

B. By County without cause upon fifteen (15) days written notice of termination.

20. **Partial Invalidity**. If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

21. **Attachments:** All attachments referred to are incorporated and made part of the Contract. Attachments include:

A. Attachment "A" Scope of Services
B. Attachment "B" Buddy's House Rate Sheet
C. Attachment "C" HIPPA Business Associate Addendum
D. Attachment "D" Reasons for Termination

COUNTY OF COLUSA

Date: 2/19/19

Kent S. Boes, Board Chair

ROGER ANDERSON, dba BUDDY'S HOUSE

Date: 3-5-19

Signature

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By

Patricia Rodriguez, Deputy Clerk

Attachment: C19-023 Original Buddy's House (6561 : Approve third modificaiton to Buddy's House)

c19-023

"ATTACHMENT A"

SCOPE OF SERVICES

1. Provide a safe, clean and sober structured housing.
2. Provide affordable rents starting at $495 per month.
3. Provide completely furnished homes.
4. Provide internet access.
5. Provide weights and exercise equipment.
6. Provide on-site, resident run 12 step meetings.
7. Provide peer support – meetings with other residents.
8. Provide two phase structures (Attachment B).
9. Referrals available: Detox, treatment and outpatient.

Attachment: C19-023 Original Buddy's House (6561 : Approve third modificaiton to Buddy's House)

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ATTACHMENT "B"

Buddy's House Rate Sheet

Buddy's House
1770 Magnolia Dr,
Yuba City, CA 95991

PHASE 1
$695 month rent. Rent includes food, all utilities, laundry soap, drug testing fees and on site meetings.

PHASE 2
$495 month rent. Rent includes all utilities, drug testing and on site meetings.

Attachment: C19-023 Original Buddy's House (6561 : Approve third modificaiton to Buddy's House)

c19-023

ATTACHMENT C

HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103. , and in reference to the party to this Addendum, shall mean Buddy's House. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County of Colusa (County) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean County.

(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

Attachment: C19-023 Original Buddy's House (6561 : Approve third modificaiton to Buddy's House)

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

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(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: 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. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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(f) Business Associate may provide data aggregation services relating to the health care operations of County.

Provisions for County to Inform Business Associate of Privacy Practices and Restrictions

(a) County shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b)County shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) County shall notify Business Associate of any restriction on the use or disclosure of protected health information that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by County

County shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by County, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date County terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by County, if County determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by County. County may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from County, or created, maintained, or received by Business Associate on behalf of County, shall:

1. Retain only that protected health information which is necessary for Business

Attachment: C19-023 Original Buddy's House (6561 : Approve third modificaiton to Buddy's House)

Associate to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to County or, if agreed to by County, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to County or, if agreed to by County, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of County transmit the protected health information to another Business Associate of the County at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

(d) Ownership. County at all times owns the PHI shared pursuant to the terms of this Addendum.

Attachment: C19-023 Original Buddy's House (6561 : Approve third modificaiton to Buddy's House)

ATTACHMENT D

REASONS FOR TERMINATION

1. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

2. Trafficking Victims Protection Act of 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104).

Attachment: C19-023 Original Buddy's House (6561 : Approve third modificaiton to Buddy's House)

C___-_____

Third Modification of C19-023 for Transitional Living Facility Services

This Third Modification of the Clean and Sober Transitional Living Facility Services Contract C19-023 is between County of Colusa (County), a political subdivision of the State of California, and Roger Anderson, an individual doing business as Buddy's House (Contractor).

Background

On February 19, 2019, the parties executed Contract C19-023 for clean and sober transitional living facility services.

On December 17, 2019, the parties executed a First Modification C19-209 to add an Attachment "E" – Requirements.

On June 2, 2020, the parties executed a Second Modification C20-097 to extend the term of the contract and update "Method of Payment" requirements.

The parties now want to modify the Contract to extend the term of the Contract and increase monthly rent.

Modification

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

1. Section 2, Term, of the Contract is modified to extend the term of the contract from June 30, 2021 to June 30, 2023.

2. Attachment "B" Buddy's House Rate Sheet is updated to reflect the monthly rent increase for Phase 1 from $695 per month to $750 per month and for Phase 2 from $495 per month to $550 per month, per fiscal year.

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Board Chair

ROGER ANDERSON, dba BUDDY'S HOUSE

_____Date:_____
Signature

APPROVED AS TO FORM

_____
David Prentice, Interim County Counsel

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

by _____
, Deputy

Attachment: Third Mod to Buddys House [Revision 1] (6561 : Approve third modificaiton to Buddy's House)

COUNTY OF COLUSA, CA **3.6**

Request For County Board of Supervisors Action

MEETING DATE: **May 11, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **Approve Contract with Davis Guest Home**

Approve contract with **Davis Guest Home** to provide Consumers with board and care services, effective July 1, 2021.

Detailed Description/Background of request

Behavioral Health is requesting to enter into a contract with Davis Guest Home, located in Modesto, CA, to provide Consumers with board and care services from July 1, 2021 through June 30, 2022.

Davis Guest Home is designed as a residential care facility offering a broad range of services to residents requiring a structured environment due to mental health challenges as well as educational classes, socialization/group interactions, entertainment and recreation.

Davis Guest Home develops a schedule each month outlining daily routines, training opportunities, client council meetings (provide opportunity for clients to influence the choices and types of activities and events that are sponsored or attended by residents), orientation time, and daily social/recreational opportunities.

Prior Board Action

This is a new Contract

Fiscal Impact/Funding Source

00106-4013-55270 (Budgeted)
Behavioral Health Fund (00106) Mental Health (4013)
Support and Care of Person (55270)

Not to exceed $80,000 per fiscal year.

Action for the Clerk

Davis Guest Home
Attention: Lonny G. Davis
1878 E. Hatch Road
Modesto, CA 95351

ATTACHMENTS:

- Contract with Davis Guest Home (DOCX)

C____-_____

Board and Care Services with Davis Guest Home

This board and care services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Davis Guest Home, Inc., ("Contractor"), a California corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with board and care services, as more specifically detailed in Attachment "B."

2. **Term:** This Contract shall begin on July 1, 2021 and shall continue to June 30, 2022.

3. **Compensation:** County will pay Contractor compensation not to exceed $80,000 per fiscal year, as provided for in Attachment "C." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** Contractor shall bill monthly with an invoice for the services provided in the preceding month. Upon receipt of an invoice(s), 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.

   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)** Invoice to itemize patient stays, dates of stay and total number of days.

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

Attachment: Contract with Davis Guest Home [Revision 2] (6539 : Approved Contract with Davis Guest Home)

evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of five (5) years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Contract.

B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.

C. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.

9. **HIPPA Compliance:** The Parties agree to comply with the Colusa County Business Associate Agreement specific in Attachment "E" attached hereto and incorporated herein by reference, which is added to this agreement to comply with the privacy requirement of the Health Insurance Portability and Accountability Act (HIPAA).

10. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this

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Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

A. Workers' Compensation Coverage: Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least thirty (30) days prior to such change.

B. General Liability Coverage: Contractor shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

C. Automobile Liability Coverage: Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) for each accident for bodily injury or property damage.

D. Professional Liability Insurance (Errors and Omissions): Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than one million dollars ($1,000,000) in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

E. Policy Endorsements: All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:

1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;

2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including

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any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and

7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without thirty (30) days written notice certain to County.

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

11. 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.

12. 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.

13. 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.

14. 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.

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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 Behavioral Health Attention: Director 162 E. Carson Street Colusa, CA 95932 (530) 458-0520
If to Contractor:	Davis Guest Home Attention: Lonny G. Davis 1878 E. Hatch Road Modesto, CA 95351 (209) 538-1496

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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

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B. By County without cause upon fifteen (15) days written notice of termination.

21. **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.

22. **Attachments:** All attachments referred to are incorporated and made part of the Contract. Attachments include:

A. Attachment "A" Davis Guest Home Requirements
B. Attachment "B' Description of Services
C. Attachment "C" Rate Sheet
D. Attachment "D" Protocol for Returning LPS Conserved
E. Attachment "E" HIPPA Requirements

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Board Chair

APPROVED AS TO FORM

_____
David Prentice, Interim County Counsel

DAVIS GUEST HOME, INC.

_____Date:_____
Signature

_____
Printed Name and Title

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By _____
, Deputy

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C____-_____

ATTACHMENT A

Davis Guest Home Requirements

COUNTY agrees that in the event individuals placed with CONTRACTOR are no longer conserved by COUNTY, CONTRACTOR will be notified as to the change of Conservator status.

COUNTY agrees to continue case management responsibility for any client whose COUNTY conservatorship terminates while at CONTRACTOR'S facility. COUNTY further agrees to work towards avoiding a non-conserved client leaving CONTRACTOR'S facility and becoming a Stanislaus permanent resident. All efforts will be made to relocate such a client to COUNTY for placement."

COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than (7) of non-medical leave and not more than (10) days of medical leave upon prior notification by CONTRACTOR.

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident's placement at CONTRACTOR's facility. Residents that are moved from CONTRACTORs facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

CONTRACTOR will hold a resident's bed for a total of ten days for in-patient hospitalizations (Medical and or Psychiatric) per occurrence and seven days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within time framed indicated above, extensions may be secured with written notice to CONTRACTOR.

Board and Care shall be paid from the clients SSI or SSI/SSA benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and /or amount owed. The clients SSI or SSI/SSA monthly residential board and care rate is currently $1,079.37 per month for a client who receives one check and $1,099.37 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement. County will be responsible to cover SSI/SSA benefits within 30 days of being delinquent and continuing until Resident is removed from Davis Guest Home or SSI/SSA benefits are restored,

County shall be responsible to remove Resident with 30 days upon notification that they have failed placement or in the opinion of Davis Guest Home Administration are no longer appropriate for the level care at Davis Guest Homes. In the event a Resident is not relocated within 30 days as stipulated in our Admission Agreement, County will pay a rate of $350.00 per day until such a time Resident may be relocated.

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County agrees to adhere to attached protocol regarding returning as LPS conserved Resident from Davis Guest Home to County of origin.

County agrees to provide Davis Guest Homes names and contact information (including after-hours contact numbers) for Case Managers and or Conservators in the event of emergencies. Emergency contacts must be available to respond to calls within one hour.

Augmented services provided by Davis Guest Home such as transportation outside of Stanislaus COUNTY, extraordinary staffing requests, residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis.

Before placement; all residents of Davis Guest Homes must have in place some form of medical insurance or provision for medical care and treatments including payment arrangements.

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Attachment B

DESCRIPTION OF SERVICES AND PROGRAM DESIGN FOR DAVIS GUEST HOME/ACUTE

1. History of Organization

Davis Guest Home Inc. has operated Residential Care Facilities since 1962. Davis Guest home has long enjoyed a reputation of providing quality care and services for individuals who require a level of care not generally provided by typical residential care homes.

2. Mission Statement

Davis Guest Home is designed as a residential care facility offering a broad range of services to residents requiring a structured environment due to mental health challenges. Our structured environment functions within a non-restrictive, supervised program that focuses on each resident's specific needs and interests. Davis Guest Home is unique among the larger facilities in Central California in that it has maintained a home-like environment while providing a structured program for clients in transition. This has been accomplished by carefully selecting personnel who genuinely care for our residents and by maintaining an ongoing training program for all levels of staff.

An environment of respect, encouragement, and appreciation is provided for each of our residents' participating in our program Davis Guest Home's view our relationship with residents as a continuum of mental health services. We are committed to the team concept in assisting the client participation in recovery. This team includes the facility, our case management team, our local emergency acute inpatient hospitals, the conservator, the psychiatrist, the resident's family, case manager, and the resident. We are dedicated to facilitating, planning and communication between all of the individuals and agencies that participate in the treatment strategies affecting residents.

3. Goals and Outcomes

Davis Guest Home / Acute facility exists as an alternative to hospitalization or IMD type placement for hard to place clients. As a result of residing at Davis Guest Home and participating in our full range of activities we expect each individual will experience an enrichment of life. This may be evidenced in many different ways:

1. An ability to interact in the community in a socially acceptable manner.
2. The development of personal hygiene, grooming, dressing, and household living skills.
3. The development and discipline of social interaction skills with family members, staff and other residents.
4. Avoidance of requiring higher levels of care.

4. Current Programs and Services Offered

Davis Guest Home is dedicated to discovering each resident's interests and goals and to assist our residents in achieving these with training opportunities, education and individualized interventions. Each day Davis Guest Home provides opportunities for residents to participate in activities or educational opportunities which may include the following:

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Educational:
Money Management/Budgeting Training
Interpersonal/Dyadic Communications Skills
Family and Peer Relational Processes
Responsibility Orientation, Cause/Effect Sequences
Chemical Dependency/Substance Abuse Awareness

Socialization/Group Interactions:
Current Events/Cultural Relativity
Problem Solving/Life challenge-bridge
Self-Disclosure/Transparency Therapy
Healthy Responses to relational Pain/Trust Development
Medication Support Group

Entertainment/Recreation:
Concerts and Community Events
Holiday Celebrations
Movies, Games, Team Sports-
AAA Baseball (Modesto Nuts)
Stock car races (Madera Speedway)
Bingo Bonanza
Talent Shows/Competition
Pizza/Ice Cream Socials
Shopping Trips
Birthday Celebrations

Davis Guest Home develops a schedule each month outlining daily routines, training opportunities, client council meetings, orientation time, and daily social/recreational opportunities. In constructing social/recreational and other schedules we attempt to coordinate events and situations to coincide with the Appraisal/Needs Service Plans that are developed for each client in our facility. The client council meetings provide opportunity for clients to influence the choices and types of activities and events that are sponsored or attended by residents.

The following is a partial list of behaviors/symptoms that Davis Guest Home is prepared to address:

1. Serious, psychiatric impairment: difficulty managing self-care in bathing dressing, grooming, toileting, eating; persistently intrusive behavior requiring significant redirection; serious regression which impedes or prevents program participation.

2. Sub-acute danger to self; including suicidal ideation.

3. Gross inactivity.

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4. Basic difficulties in sharing, working out, co-existing in a room with another person.

5. Exaggerated, loud outbursts in response to perceived injustices.

6. Problem smoking/unauthorized areas.

7. Borrowing, begging/stealing or inappropriate handling of money or property.

8. Medication Compliance.

9. Paranoid perception - which goes unvoiced and sometimes leads to the person acting out of place in the community.

10. Reversed sleep patterns (up all night, sleeping in the day)

11. Sexual acting out.

12. Excessive dependency.

Davis Guest Home is staffed with individuals that have bi-lingual capabilities. We stress a multi-cultural approach that is reflected in both our staffing and programming. Staff members regularly receive training in defusing assaultive situations, and utilize early intervention techniques that serve to help prevent hospitalizations in most instances. Resident's personal and incidental funds are placed in trust and may be withdrawn by the client at regular intervals as determined by the resident's service plan, payee, and case management contracts.
Davis Guest Home provides transportation to community events, recreational activities, doctor and medical appointments, and other transportation requirements.

5. Quality Assurance Procedures

At Davis Guest Home's qualified personnel distribute medication as directed by psychiatrist or physician at prescribed intervals. Davis Guest Home's require all staff documenting or distributing medication to complete in-service training pertaining to medications.

Davis Guest Home services, facility, programs and records are evaluated annually by the following agencies: State of California Community Care Licensing, Stanislaus County Ombudsman Program, and Patients Rights Consumer Review Task Force, Stanislaus County.

6. Description of the Facility and Community

Davis Guest Home's / Acute Facility is located at 1628 Nadine Avenue in Modesto. It boasts five well appointed generously sized bedrooms and is designed to accommodate difficult to place residents in a small facility with intensive supervision and a generous staff to resident ration (not over six to one). Davis Guest Home's are located close to shopping, restaurants, community parks, libraries and recreational facilities. Davis Guest Home properties boast beautifully landscaped grounds, BBQ areas, Basketball and sports courts, swimming pool and even an animal enclosure with miniature donkeys, sheep and goats at our Ohio Avenue location. All together, Davis Guest Home's provide residential services to 260 residents from more than 30 contracted counties in Northern California.

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7. Staff Qualifications and Training

We believe that Davis Guest Home's are unique among residential care facilities in California with respect to its dedication to providing well-trained, high caliber personnel to serve our residents.

Davis Guest Homes are staff operated facilities. Lonny Davis, Owner/Administrator is involved with the daily operations of the facility. Mr. Davis has been responsible for the administration of Davis Guest Home for over thirty years. His qualifications include Social Science, B.A.; History, M.A.; completion of Valley Mountain Regional Center Provider Training Courses; American College of Community Care Education Residential Provider Certification; and related training seminars offered by California Association of Residential Care Homes; Stanislaus County; and various other agencies

All Davis Guest Home staff members are fingerprinted and attend courses in CPR, First Aid, and bimonthly in-service training programs. In-service training's provide a forum, which allows discussion and interaction among staff concerning residents, Individual Service Plans, residents' day programs, and general progress. Motivation techniques such as recognition and praise, cash bonuses, restaurant gift certificates, etc. are used to award staff demonstrating qualities of personal initiative, diligence and concern for clients' welfare, which we are attempting to promote.

8. Designated Psychiatrist

Davis Guest Home residents are provided psychiatric services by local psychiatrists who are contracted with Davis Guest Home. Psychiatrists visit residents on-site regularly and are on call continuously for emergency consultation.

The psychiatrist that Davis Guest Homes contracts with will bill each counties Department of Mental Health the standard Medi-Cal reimbursement rates for psychiatric appointments provided, as indicated by each patients specific needs.

9. Clients to be Served

Davis Guest Home ? Acute on Nadine Avenue is unique in that it successfully provides a secure environment for individuals who have proven difficult to place in other acute facilities. We have been successful in working with individuals who are behaviorally inappropriate in such areas as: non-compliance, defiance, aggressiveness, psychotic ideations, hygiene deficiencies, medication resistance, and substance abuse histories.

Davis Guest Home is licensed for adult and elderly population both ambulatory and non-ambulatory.

10. Placement Procedures

A member of our management team personally evaluates potential residents of Davis Guest Home's. Davis Guest Home reserves the right to deny placement to any client we feel would not fit into our population or does not meet our placement criteria.

All potential residents will complete an interview process that will entail an examination of records, medical review, Appraisal/Needs Service Plan, and the pre-placement appraisal form.

11. Emergency Services

Emergency services are provided by Doctors Medical Center, and in some cases may

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include acute hospitalization at "Doctor's Behavioral Health Center". Placing counties and agencies may also choose to transfer an individual back to the county of origin for in-patient acute care. Due to the acuity level of residents receiving care at our Nadine Acute Facility, we are requesting a specific plan of action regarding emergency interventions and hospitalizations for participants in this program.

Davis Guest Home has transportation services available on a case-by-case basis. To check on availability and cost to specific destinations, contact Davis Guest Home's Administration.

12. Program Expenses

Each resident is evaluated on an individual basis respecting behavioral and social history, ambulatory status, medical status, special services requested or required, and number of staff hours required to successfully maintaining the resident. Rates for "Davis Guest Home Acute" will be determined on a case by case basis considering the criteria above.

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ATTACHMENT C

Davis Guest Home
personalized residential care

Fiscal Year 2021-2022 Rate Sheet

Transitional Rate *Program/Services:*

$ 1,079.37 SSI *
$ 1,099.37 SSI/SSA*
$ 125.00 Daily Patch Rate

*The resident's SSI/SSI monthly residential board and care rate is currently $1,079.37/$1,099.37 per month (this monthly amount is subject to annual adjustments by the Federal Government and State of California).

Augmented services provided by Davis Guest Home such as transportation outside of Stanislaus County, extraordinary staffing requests, residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis.

Before placement, all residents of Davis Guest Homes must have in place some form of medical insurance or provision for medical care and treatments including payment arrangements.

In special situations Davis Guest Homes may require an adjustment to the daily rate based upon acuity, medical complexity, and behavior problems requiring staff interventions beyond typical staff to client ratios. The rates may vary between $150.00 and $450.00 daily for higher acuity, new acute facility, and private rooms.

Residents who are not removed from Davis Guest Home facilities within 30 days of receiving discharge notice (as stipulated in the Admission Agreement) will be assessed a daily rate of $350.00 from day 31 until time they are relocated.

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ATTACHMENT D

PROTOCAL FOR RETURNING LPS CONSERVED

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PROTOCOL FOR RETURNING LPS CONSERVED CLIENT TO SMMC

FROM OUT-OF-COUNTY PLACEMENT

This protocol pertains to San Mateo County Lanterman Petris Short (LPS) conserved clients placed in an out out-of-county (OOC) facilities that need psychiatric hospitalization. San Mateo Medical Center (SMMC), Behavioral Health and Recovery Services (BHRS) and LPS will make every effort to ensure that clients are transported back to SMMC in a timely and efficient manner. Please follow the below steps to arrange transport to SMMC:

Emergency

- Call 9-1-1 and have the client transported to the nearest emergency department. Please direct that hospital's emergency department to contact SMMC Psychiatric Emergency Services (PES) at (650) 573-2663 so transport may be arranged between the two Emergency Departments.

Non-Emergency (Patient will be picked up within 3 hours)

Within business hours

- If an acute client incident occurs Monday – Friday during business hours (8 am – 5 pm), contact SMMC PES at (650) 573-2663. Advise that you have a "*San Mateo County LPS conserved client who needs to return to SMMC.*"
- PES will contact our contracted ambulance company, American Medical Response (AMR), immediately. If available, an AMR Basic Life Support (BLS) rig will be dispatched to your facility.
- If a BLS rig is not available during business hours, please contact your local ambulance company to take the client to the nearest hospital for medical clearance. Please direct that hospital's Emergency Department to contact SMMC PES at (650) 573-2663 so transport may be arranged between the two emergency departments.

Non-Business Hours

- If an acute incident occurs during non-business hours, please contact SMMC PES. They may attempt AMR, but in a likely event that a BLS rig is not available, you will be directed to contact your local EMS for a transport.
- If the local ambulance company needs to transport the client to the nearest hospital for medical clearance, please direct that hospital's Emergency Department to contact SMMC PES at (650) 573-2663 so transport may be arranged between the two emergency departments.

Scheduled Transports

- If a non-acute transport to the hospital needs to be arranged, contact PES 24-hr in advance and they will arrange for AMR pick up the following day.

Important County Contacts, if further assistance is required:

Eva Torres, Nurse Manager SMMC PES, 650-578-7174

San Mateo Co. LPS Officer of the Day, 650-573-3900

Betty Gallardo, BHRS CCT Supervisor, 650-573-3612

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ATTACHMENT E

HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103. , and in reference to the party to this Addendum, shall mean Davis Guest Home, Inc. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County of Colusa (County) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean County.

(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

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(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

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(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: 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. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Attachment: Contract with Davis Guest Home [Revision 2] (6539 : Approved Contract with Davis Guest Home)

(f) Business Associate may provide data aggregation services relating to the health care operations of County.

Provisions for County to Inform Business Associate of Privacy Practices and Restrictions

(a) County shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b)County shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) County shall notify Business Associate of any restriction on the use or disclosure of protected health information that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by County

County shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by County, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date County terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by County, if County determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by County. County may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from County, or created, maintained, or received by Business Associate on behalf of County, shall:

1. Retain only that protected health information which is necessary for Business

Attachment: Contract with Davis Guest Home [Revision 2] (6539 : Approved Contract with Davis Guest Home)

Associate to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to County or, if agreed to by County, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to County or, if agreed to by County, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of County transmit the protected health information to another Business Associate of the County at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

(d) Ownership. County at all times owns the PHI shared pursuant to the terms of this Addendum.

Attachment: Contract with Davis Guest Home [Revision 2] (6539 : Approved Contract with Davis Guest Home)

COUNTY OF COLUSA, CA **3.7**

Request For County Board of Supervisors Action

MEETING DATE: **May 11, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **Approve 1st Modification with Casa Serenity**

Approve 1st Modification to **Casa Serenity LLC,** for long-term supportive treatment, effective July 1, 2021.

Detailed Description/Background of request

Behavioral Health is requesting to enter into a first modification with Casa Serenity, which serves two locations in Red Bluff, CA. by extending the termination date from June 30, 2021 to June 30, 2023. Casa Serenity provides Consumers with long-term supportive treatment.

The current contract (C19-074) will expire on June 30, 2021, and due to the increase in placements, the Behavioral Health Department finds it necessary to increase the compensation before the contract expires, rather than executing a second modification at the end of the term.

The original contract was executed at a do not exceed amount of $100,000 per fiscal year. As stated above, placements in this facility has increased and therefore the Department will be exceeding the contract amount by about $35,000. At this time the Department is not sure if any more placements will transpire before the end of the fiscal year. The Behavioral Health Department has included two additional Consumers at each facility to cover those costs should a need arise. Therefore, for FY 20/21, Behavioral Health is requesting to increase the compensation from $100,000 to $171,000.

Casa Serenity has also requested that a statement be added that stipulates that Casa Serenity will not be responsible for the client LPS Declarations, which are part of the appointment and reappointment process for certain conserved individuals.

Prior Board Action

C19-074

Fiscal Impact/Funding Source

Budgeted (00106-4013-55270)

FY's 21-22 through FY 22-23 increase from $60 per client per day to $70 per client per

day at the No. 1 facility located at 100 Orchard Way in Red Bluff
Increase from $90 per client per day to $100 per client, per day at the No. 2 facility located at 810 Rio Street in Red Bluff.

The Department would also like to increase the not to exceed amount from $100,000 per fiscal year to $285,000 per fiscal year. This amount is based on the new daily rates per client per day with the existing Consumers with an additional two placements per facility.

Action for the Clerk

Casa Serenity, LLC
Attention: Melissa Doege
100 Orchard Way
Red Bluff, CA 96080

ATTACHMENTS:

- First Modification to Contract with Casa Serenity (DOCX)
- C19-074 Original Casa Serenity (PDF)

C___-_____

First Modification of C19-074 for Long Term Supportive Treatment

This Long Term Supportive Treatment First Modification Contract C16-182 is between Colusa County (County), a political subdivision of the State of California, and Casa Serenity, LLC, a California limited liability company, (Contractor).

Background

On July 1, 2019, the parties executed Contract C19-074 for long term supportive treatment.

The parties now want to modify the Contract to extend the termination date, increase compensation and daily rate, and add a paragraph to Attachment "A".

Modification

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

1. Section 2, Term, of the Contract is modified to extend the term of the Contract from June 30, 2021 to June 30, 2023.

2. Section 3, Compensation is deleted in its entirety and replaced with the following: In consideration of the services rendered, County will pay Contractor an amount not to exceed $171,000 for Fiscal Year 2020/2021 and $285,000 for Fiscal Year 2021/2022. Said compensation payable at the rates reflected on Attachment "C".

3. Section 22, Attachments is modified by adding Attachment "C" – Rates For Services.

4. Attachment A, Services Required, add Paragraph 7 that states "Casa Serenity will not be responsible for the client LPS Declarations".

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Board Chair

APPROVED AS TO FORM

_____
David Prentice, Interim County Counsel

CASA SERENITY, LLC.

_____Date:_____
Signature

_____
Printed Name and Title

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

by _____
, Deputy

Attachment: First Modification to Contract with Casa Serenity [Revision 1] (6538 : Approve 1st Modification to Casa Serenity LLC)

C___-_____

ATTACHMENT C

RATES FOR SERVICES PER CLIENT PER DAY

FACILITY	FY 20/21	FY 21/22
Facility 1 100 Orchard Way Red Bluff, CA	$60.00	$70.00
Facility 2 810 Rio Street Red Bluff, CA	$90.00	$100.00

Attachment: First Modification to Contract with Casa Serenity [Revision 1] (6538 : Approve 1st Modification to Casa Serenity LLC)

Casa Serenity Long-Term Supportive Treatment

This Long-Term Supportive Treatment Contract("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Casa Serenity, LLC, a California limited liability company ("Contractor").

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with long-term supportive treatment in addition to basic care and supervison, as more specifically described in Attachment "A".

2. **Term:** This Contract shall begin on July 1, 2019 and shall continue through June 30, 2021.

3. **Compensation:** In consideration of the services rendered, County will pay Contractor an amount not to exceed Sixty Dollars ($60.00) per client, per day at Casa Serenity, LLC #1 – 100 Orchard Way, Red Bluff, CA 96080 and an amount not to exceed Ninety Dollars ($90.00) per client, per day at Casa Serenity, LLC #2 – 810 Rio Street, Red Bluff, CA 96080 upon receipt of a separate monthly invoice for each location. This contract is not to exceed $100,000 per fiscal year. Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** Monthly, Contractor shall provide County with a separate invoice for the services provided in the preceding month for each location. 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) Depict resident name, number of days, and daily rate.
      4) 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.

Attachment: C19-074 Original Casa Serenity (6538 : Approve 1st Modification to Casa Serenity LLC)

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: C19-074 Original Casa Serenity (6538 : Approve 1st Modification to Casa Serenity LLC)

9. **HIPPA Compliance:** The Parties agree to comply with the Colusa County Business Associate Agreement specific in Attachment "B" attached hereto and incorporated herein by reference, which is added to this agreement to comply with the privacy requirements of the Health Insurance Portability and Accountability Act (HIPPA).

10. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:

    A. **Workers' Compensation Coverage:** To the extent that Contractor has any employees, Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least thirty (30) days prior to such change.

    B. **General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

    C. **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles.

    D. **Professional Liability Insurance:** Contractor shall maintain Professional Liability Insurance for malpractice coverage in an amount not less than one million dollars ($1,000,000) per occurrence. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

    E. **Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:

        1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;

Attachment: C19-074 Original Casa Serenity (6538 : Approve 1st Modification to Casa Serenity LLC)

2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and

7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without thirty (30) days written notice certain to County.

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

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

11. **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.

12. **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.

13. **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

Attachment: C19-074 Original Casa Serenity (6538 : Approve 1st Modification to Casa Serenity LLC)

Court of California for the County of Colusa.

14. **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:	Department of Behavioral Health 162 E. Carson Street Colusa, California 95932 (530) 458-0520 Attention: Terence Rooney, Ph.D., Director
If to Contractor:	Casa Serenity, LLC Attention: Melissa Doege 100 Orchard Way Red Bluff, CA 96080

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

Attachment: C19-074 Original Casa Serenity (6538 : Approve 1st Modification to Casa Serenity LLC)

20. 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.

21. 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.

22. Attachments: All attachments referred to are incorporated and made part of the Contract. Attachments include:

A. Attachment "A" Services Required
B. Attachment "B" HIPAA Business Associate Addendum

COUNTY OF COLUSA

Date 5/14/19
Kent S. Boes, Board Chair

CASA SERENITY, LLC.

Date: 5-3-19
Signature

Melissa Doege, Owner
Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

By
Patricia Rodriguez, Deputy Clerk

Attachment: C19-074 Original Casa Serenity (6538 : Approve 1st Modification to Casa Serenity LLC)

ATTACHMENT A

SERVICES REQUIRED

1) APPLICABLE LAWS: Contractor shall provide services in accordance with the California Mental Health Act, as identified in Section 5775 et seq., and 14680 et seq., of the California Welfare and Institutions Code, and all related laws, regulations and policies governing managed inpatient psychiatric care as promulgated by the State of California, Department of Mental Health, which from time to time will be amended. However, any amendments to such statutes or regulations shall not be retroactively effect the obligation of the parties under this Agreement.

2) DIRECTION AND SUPERVISION: The services provided by Contractor shall be furnished under the general supervision of the Administrator of Casa Serenity, LLC. The Administrator of Casa Serenity, LLC or his designee shall represent County in all matters pertaining to services rendered to County pursuant to this Agreement and shall administer this Agreement on behalf of County, including authorization for admission, care and discharge of all clients for whom reimbursement is required under the terms of this Agreement.

3) ADMISSION PROCEDURES: In cases of emergency, Contractor is authorized to admit psychiatric patients without prior authorization from County. County authorization must be obtained within twenty-four hours (24-hours) of admission of the emergency patient. All other admissions will be for patients of County who meet the accepted standards of medically necessary treatment.

4) DESCRIPTION OF SERVICES: Contractor shall provide total board and care during stay in facility. Contractor shall provide twenty-four hour staffing. Contractor shall provide one (1) or more beds for adult clients eighteen (18) years or older. All professional and para-professional personnel and public contractors to provide services hereunder shall meet all applicable requirements set forth in California law for the provision of such services.

5) QUALITY OF CARE: Contractor shall:

   a) Assure that any and all eligible beneficiaries receive care as required by regulations adopted pursuant to Sections 5775 et seq., and 14680 et seq., of the Welfare and Institutions Code.

   b) Not discriminate against Medi-Cal or County Short Doyle designated beneficiaries in any matter, including practices, placement in special or separate wings or rooms, provision of special or separate meals.

6) LEVEL OF CARE: Contractor will make every effort to determine if the patients referred for admission can be served at a level of care below that if psychiatric hospitalization.

Attachment: C19-074 Original Casa Serenity (6538 : Approve 1st Modification to Casa Serenity LLC)

ATTACHMENT B

HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean Casa Serenity, LLC. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean County.

(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Attachment: C19-074 Original Casa Serenity (6538 : Approve 1st Modification to Casa Serenity LLC)

(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide Behavioral Health with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;

Attachment: C19-074 Original Casa Serenity (6538 : Approve 1st Modification to Casa Serenity LLC)

(h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: 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. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the

Attachment: C19-074 Original Casa Serenity (6538 : Approve 1st Modification to Casa Serenity LLC)

information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Business Associate may provide data aggregation services relating to the health care operations of County.

Provisions for County to Inform Business Associate of Privacy Practices and Restrictions

(a) County shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b)County shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) County shall notify Business Associate of any restriction on the use or disclosure of protected health information that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by County

County shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by County, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date County terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by County, if County determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by County. County may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

Attachment: C19-074 Original Casa Serenity (6538 : Approve 1st Modification to Casa Serenity LLC)

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from County, or created, maintained, or received by Business Associate on behalf of County, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to County or, if agreed to by County, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate"] which applied prior to termination; and
5. Return to County or, if agreed to by County, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of County transmit the protected health information to another Business Associate of the County at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

(d) Ownership. County at all times owns the PHI shared pursuant to the terms of this Addendum.

Attachment: C19-074 Original Casa Serenity (6538 : Approve 1st Modification to Casa Serenity LLC)

COUNTY OF COLUSA, CA **3.8**

Request For County Board of Supervisors Action

MEETING DATE: **May 11, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **Approve Contract with Skyway House**

Approve contract with **Skyway House** for alcohol/drug abuse residential treatment services, effective July 1, 2021.

Detailed Description/Background of request

Skyway House provides Consumers with alcohol/drug abuse residential treatment services to adult men and women ages 18 and up. All clients receive extensive, one-on-one case management tailored to their particular life situation and their needs. Clients participate in group and individual counseling, relapses prevention, anger management, life skills classes, and transitional planning. Core educational curriculum is evidence based and is provided beyond all State licensing and certification requirements. Individual counseling is also provided on a weekly basis. Skyway House offers additional educational aspects based on the client needs, these components may include, but are not limited to the following:

1. Parenting education
2. Behavioral Health Services
3. Grief Counseling
4. HIV/AIDS, Hepatitis-C and nutrition education

Currently, Behavioral Health has four clients that are utilizing these services.

The term of the contract is July 1, 2021 through June 30, 2022

Prior Board Action

Due to the number of times the contract has been modified, the Department is requesting to enter into a new contract with Skyway House.
(Previous contracts with Skyway House: C18-077 Orig; C19-104 1st Mod; C19-207 2nd Mod; C20-096 3rd Mod; C21-034 4th Mod)

Fiscal Impact/Funding Source

Budgeted: (00106-4013-55270)
Behavioral Health Fund (00106) -
Mental Health (4013) -
Support and Care of Persons (55270)

Not to exceed $120,000 per fiscal year.

Action for the Clerk

Skyway House, Inc.
Attention: David Deichler, Executive Director
392 Connors Court, Suite C
Chico, CA 95926

ATTACHMENTS:

- Skyway House Inc_(DOCX)

C____-_____

Skyway House Residential Alcohol/Drug Treatment Services Contract

This Alcohol/Drug Abuse Residential Treatment Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Skyway House, Inc., ("Contractor"), a California Corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with alcohol/drug abuse residential treatment services, as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on July 1, 2021and shall terminate on June 30, 2022.

3. **Compensation:** County will pay Contractor compensation not to exceed $120,000 per fiscal year, as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** Contractor shall bill monthly by invoice directed to the fiscal department. 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.

   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.
   - **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.

Attachment: Skyway House Inc_ [Revision 2] (6536 : Approve Contract with Skyway House)

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 ten (10) 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 ten (10) years, or for any longer period required by law, from the date of termination or completion of this Contract.

   B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.

   C. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.

9. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

Attachment: Skyway House Inc_ [Revision 2] (6536 : Approve Contract with Skyway House)

A. Workers' Compensation Coverage: Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least thirty (30) days prior to such change.

B. General Liability Coverage: Contractor shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

C. Automobile Liability Coverage: Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) for each accident for bodily injury or property damage.

D. Professional Liability Insurance (Errors and Omissions): Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than two million dollars ($2,000,000) in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

E. Policy Endorsements: All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:

1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;

2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to

Attachment: Skyway House Inc_ [Revision 2] (6536 : Approve Contract with Skyway House)

contribute to a loss covered by Contractor's insurance;

3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and

7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without thirty (30) days written notice certain to County.

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

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

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

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

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

13. Written Notification: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be

Attachment: Skyway House Inc_ [Revision 2] (6536 : Approve Contract with Skyway House)

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 Behavioral Health Attention: Director 162 E. Carson Street Colusa, CA 95932
If to Contractor:	Skyway House, Inc. 392 Connors Court, Suite C Chico, CA 95926 Attention: David Deichler, Executive Director

14. **Entire Contract**: This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

15. **Amendments**: This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.

16. **Waiver**: No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.

17. **Execution**: This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.

18. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. 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.

19. **Termination**: This Contract may be terminated for the following reasons:

    A. Immediately for cause if either party violates any of the terms or provisions of this Contract; or

Attachment: Skyway House Inc_ [Revision 2] (6536 : Approve Contract with Skyway House)

B. By County without cause upon fifteen (15) days written notice of termination.

20. Partial Invalidity: If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

21. Attachments: All attachments referred to are incorporated and made part of the Contract. Attachments include:

A. Attachment "A" Scope of Services
B. Attachment "B" Skyway House County Rates
C. Attachment "C" HIPAA Business Associate Addendum
D. Attachment "D" State Requirements

Attachment: Skyway House Inc_ [Revision 2] (6536 : Approve Contract with Skyway House)

C____-_____

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Board Chair

APPROVED AS TO FORM

_____
David Prentice, Interim County Counsel

SKYWAY HOUSE, INC.

_____Date:_____
Signature

_____
Printed Name and Title

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By _____
, Deputy

Attachment: Skyway House Inc_ [Revision 2] (6536 : Approve Contract with Skyway House)

C____-_____

ATTACHMENT A

SCOPE OF SERVICES

Residential:

Skyway House Residential Treatment facilities serve adult men and women ages 18 and up. All clients receive extensive, one-on-one case management tailored to their particular life situation and their needs. Clients participate in group and individual counseling, relapses prevention, anger management, life skills classes, and transitional planning. Our core educational curriculum is evidence based and is provided beyond all State licensing and certification requirements. Individual counseling is also provided on a weekly basis. Skyway House offers additional educational aspects based on the client needs. These components may include, but are not limited to:

1. Parenting education
2. Behavioral Health Services
3. Grief Counseling
4. HIV/AIDS, Hepatitis-C and nutrition education

When Skyway House is not able to offer these services on site, community referrals may be employed.

Services are provided 24 hours a day, 365 days a year. Skyway House Residential Facility is located in Chico, CA and houses up to 20 adults.

Attachment: Skyway House Inc_ [Revision 2] (6536 : Approve Contract with Skyway House)

C____-_____

ATTACHMENT B

SKYWAY HOUSE COUNTY RATES
FY 2021/2022

	Daily Rate	Monthly Rate
Residential Treatment		
Minimum 30 Days/ Maximum 6mths	$134.42	$4,032.60
Intensive Outpatient	**Total Cost**	**Per Unit**
90 Day Program		
36 Groups, 13 Individual Sessions	$2,235	$75/Individual, $35/Group
Outpatient	**Total Cost**	**Per Unit**
90 Day Program		
12 Groups, 13 Individual Sessions	$1,395	$75/Individual, $35/Group

Attachment: Skyway House Inc_ [Revision 2] (6536 : Approve Contract with Skyway House)

ATTACHMENT C

HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103. , and in reference to the party to this Addendum, shall mean Skyway House, Inc. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County of Colusa (County) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean County.

(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

Attachment: Skyway House Inc_ [Revision 2] (6536 : Approve Contract with Skyway House)

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502©(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

Attachment: Skyway House Inc_ [Revision 2] (6536 : Approve Contract with Skyway House)

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: 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. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Attachment: Skyway House Inc_ [Revision 2] (6536 : Approve Contract with Skyway House)

(f) Business Associate may provide data aggregation services relating to the health care operations of County.

Provisions for County to Inform Business Associate of Privacy Practices and Restrictions

(a) County shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b)County shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) County shall notify Business Associate of any restriction on the use or disclosure of protected health information that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by County

County shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by County, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date County terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by County, if County determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by County. County may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from County, or created, maintained, or received by Business Associate on behalf of County, shall:

1. Retain only that protected health information which is necessary for Business

Attachment: Skyway House Inc_ [Revision 2] (6536 : Approve Contract with Skyway House)

Associate to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to County or, if agreed to by County, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs © above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to County or, if agreed to by County, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of County transmit the protected health information to another Business Associate of the County at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

(d) Ownership. County at all times owns the PHI shared pursuant to the terms of this Addendum.

Attachment: Skyway House Inc_ [Revision 2] (6536 : Approve Contract with Skyway House)

ATTACHMENT D

STATE REQUIREMENTS

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. No Unlawful Use or Unlawful Use Messages Regarding Drugs

The Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, the Contractor agrees that it will enforce**,** and will require its subcontractors to enforce, these requirements.

C. Noncompliance with Reporting Requirements

The Contractor agrees that DHCS has the right to withhold payments until the Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III - Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

D. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Contract is subject to HIPAA, the Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and the Contractor shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit F for additional information.

1. Trading Partner Requirements

a) No Changes. The Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

b) No Additions. The Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

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c) No Unauthorized Uses. The Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

d) No Changes to Meaning or Intent. The Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

The Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, the Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

The Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, the Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

The Contractor agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, then the Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no

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less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

E. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

F. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each DMC provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

G. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 USC 7104(g)) as amended by section 1702 of Pub. L. 112-239.

H. Tribal Communities and Organizations

The Contractor shall regularly assess (e.g. review population information available through Census Bureau, compare to information obtained in the CalOMS Treatment to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers), the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

I. Perinatal Practice Guidelines

The Contractor will follow the guidelines in Document 1G, "Perinatal Practice Guidelines," in developing and implementing perinatal treatment and recovery programs funded under this Exhibit until new Perinatal Practice Guidelines are established and adopted. No formal amendment of the Contract is required for new guidelines to be incorporated into the Contract.

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J. Youth Treatment Guidelines

The Contractor will follow the guidelines in Document 1V, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

K. Nondiscrimination in Employment and Services

By signing this Contract, the Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

L. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination in the sale or rental of housing.

3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

4. Age Discrimination in Employment Act (29 CFR Part 1625).

5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

7. Title III of the Americans with Disabilities Act of 1990 (28 CFR Part 36) regarding access.

8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

9. Executive Order 11246, 42 USC 2000(e) et seq. and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

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11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

M. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 Cal. Code Regs. 10000 et seq.).

2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

3. Title 9, Division 4, Chapter 8 of the Cal Code Regs., commencing with Section 13060.

4. No state, federal, or County Realignment funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

N. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

O. Information Access for Individuals with Limited English Proficiency and/or Disabilities

1. The Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

2. The Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:

    a) Materials explaining services available to the public

    b) Language assistance

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c) Language interpreter and translation services

d) Video remote language interpreting services

3. The Contractor shall comply with the following language assistance and format requirements (42 CFR § 438.10; 45 CFR § 92.8; W&I Code §§ 14029.91 and 14029.92):

a) The Contractor shall provide all written materials for potential beneficiaries and beneficiaries in a font size no smaller than 12 point.

b) The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary at no costs. Large print means printed in a font size no smaller than 18 point.

c) The Contractor shall make its written materials that are critical to obtaining services available in the prevalent non-English languages in the county.

d) The Contractor shall notify beneficiaries and prospective beneficiaries that written translation is available in prevalent languages free of cost and how to access those materials.

i. The DHCS shall use the following methodology to identify the prevalent non-English languages spoken by beneficiaries and potential beneficiaries throughout the State and in the Contractor's service area:

1) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and that meet a numeric threshold of 3,000 or five-percent (5%) of the eligible beneficiary population, whichever is lower; and

2) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

e) The Contractor shall notify its beneficiaries:

i. That oral interpretation is available for any language and written translation is available in prevalent languages to individuals whose primary language is not English. This may include, but is not limited to:

1) Qualified interpreters

2) Information written in other languages

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ii. That auxiliary aids and services are available upon request and at no cost for beneficiaries with disabilities. Free aids and services may include, but are not limited to:

1) Qualified sign language interpreters

2) Written information in other formats (large print, audio, accessible electronic formats, other formats)

iii. How to access services.

P. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Nondiscrimination Notice, Nondiscrimination Statement and Taglines (45 C.F.R. § 92.8)

1) The Contractor shall post a DHCS-approved nondiscrimination notice and language taglines in at least the top 16 non-English languages in the State (as determined by DHCS), as well as large print, explaining the availability of free language assistance services. Including written translation and oral interpretation to understand the information provided and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

a) In all conspicuous physical locations where the Contractor interacts with the public.

b) In a conspicuous location on the Contractor's website that is accessible on the Contractor's home page and in a manner that allows beneficiaries and prospective beneficiaries to easily locate the information.

c) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

2) The Contractor shall post a DHCS-approved nondiscrimination statement and language taglines in at least the top two non-English languages I the State (as determined by DHCS), explaining the availability of free language assistance services,

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and the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit, as follows:

a) In all significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures.

3) The Contractor's nondiscrimination notice, nondiscrimination statement and language taglines must be in a conspicuously visible font size no smaller than 12 point. Any large print tagline required must be in a font size so smaller than 18 point and must include information on how to request auxiliary aids and services including the provision of the materials in alternative formats.

R. Discrimination Grievances (45 CFR §§ 92.7 and 92.8; W&I Code § 14029.91)

1) The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by or out of compliance with, federal or state nondiscrimination law.

2) The Contractor shall adopt Discrimination Grievance procedures that ensure the prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Service Office for Civil Rights.

3) The Contractor shall provide information to all beneficiaries and potential beneficiaries on how to file a Discrimination Grievance with:

a) The Contractor and DHCS if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity or sexual orientation.

b) The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age or disability.

S. Performance Report

Subcontractor shall submit an annual Performance Report to Colusa County no later than sixty (60) days after the end of the fiscal year or the termination of this agreement, in the format specified by County. Such Performance Report shall be prepared in accordance with the requirements set forth by the Department of Health Care Services (DHCS). The Performance Report shall be the basis upon which a preliminary settlement will be made between the parties to this Contract.

Attachment: Skyway House Inc_ [Revision 2] (6536 : Approve Contract with Skyway House)

COUNTY OF COLUSA, CA **3.9**

Request For County Board of Supervisors Action

MEETING DATE: **May 11, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Patricia Rodriguez**

SUBJECT: **Approve First Modification to PC20-091 with John Lessley**

Approve 1st Modification to PC20-091with **John Lessley** for consulting services, effective July 1, 2021.

Detailed Description/Background of request

On November 1, 2020, the parties executed Contract PC20-091 for consulting services and assistance in preparing the County to successfully meet Medi-Cal requirements in an amount not to exceed $10,000; termination June 30, 2021. This contract was executed as a "PC" contract due to its amount.

Behavioral Health would like to extend the termination date through June 30, 2022 to meet these Medi-Cal requirements. The term would be extended through June 30, 2022 and BH would also like to add that the hourly rate of $120 not to exceed Ten Thousand Dollars ($10,000) is "per fiscal year". Due to the previous Director is no longer with the County, the contact information needs to be updated.

Prior Board Action

PC20-091 approved October 15, 2020.

Fiscal Impact/Funding Source

The fiscal impact shall not exceed $10,000 per fiscal year. Budgeted (00106-4013-53180), Mental Health (4013) Professional Services (53180)

Action for the Clerk

Please obtain signatures and send to:

John Lessley
9 Jicama Court
Sacramento, CA 95833

ATTACHMENTS:

- First Modification John Lessley (DOCX)
- PC20-091 Lessley, John (PDF)

C___-_____

First Modification of PC20-091 for Consultant Services

This First Modification of Consultant Services Contract PC20-091 is between Colusa County (County), a political subdivision of the State of California, and John Lessley, an individual (Contractor).

Background

On November 1, 2020, the parties executed Contract PC20-091 for consulting services and assistance in preparing the County to successfully meet Medi-Cal requirements in an amount not to exceed $10,000.

The parties now want to modify the Contract to extend the termination date, update compensation, and written notification.

Modification

The parties agree to modify the Contract effective May 25, 2021, as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the Contract from June 30, 2021 to June 30, 2022.
2. Section, 3, Compensation, "County will pay Contractor compensation for services at the hourly rate of $120 not to exceed Ten Thousand Dollars ($10,000) *per fiscal year*.
3. Section 14, Written Notification, "If to County" remove "Attention: Terence P. Rooney, Ph.D., Director" and replace with "Attention: Director".
4. Attachment A, Scope of Services is modified to add FY 21/22.

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Board Chair

JOHN LESSLEY

_____Date:_____
Signature

APPROVED AS TO FORM

_____
David Prentice, Interim County Counsel

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

by _____
, Deputy

Attachment: First Modification John Lessley [Revision 1] (6535 : Approve First Modification to PC20-091 with John Lessley)

PC20-091

Consultant Services Contract

This Medi-Cal Audit Services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and John Lessley, an individual ("Contractor").

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with consulting services and assistance in preparing the County to successfully meet Medi-Cal requirements, as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on November 1, 2020 and shall continue through June 30, 2021.

3. **Compensation:** County will pay Contractor compensation for services at the hourly rate of $120 not to exceed Ten Thousand Dollars ($10,000). 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 an 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.
      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.

Attachment: PC20-091 Lessley, John (6535 : Approve First Modification to PC20-091 with John Lessley)

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: PC20-091 Lessley, John (6535 : Approve First Modification to PC20-091 with John Lessley)

9. **HIPPA Compliance:** The Parties agree to comply with the Colusa County Business Associate Addendum specific in Attachment "B" attached hereto and incorporated herein by reference, which is added to this agreement to comply with the privacy requirements of the Health Insurance Portability and Accountability Act (HIPPA).

10. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

    A. **General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

    B. **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles.

    C. **Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:

        1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;

        2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

        3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

        4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;

        5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

Attachment: PC20-091 Lessley, John (6535 : Approve First Modification to PC20-091 with John Lessley)

6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and

7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without thirty (30) days written notice certain to County.

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

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

11. 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.

12. 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.

13. 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.

14. 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 Behavioral Health
162 E. Carson Street
Colusa, CA 95932
530.458.0520
Attention: Terence P. Rooney, Ph.D., Director

Attachment: PC20-091 Lessley, John (6535 : Approve First Modification to PC20-091 with John Lessley)

If to Contractor: John Lessley
9 Jicama Ct.
Sacramento, CA 95833
209.204.9141
johnlessley@gmail.com

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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 County without cause upon fifteen (15) days written notice of termination.

21. **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.

22. **Attachments:** All attachments referred to are incorporated and made part of the Contract. Attachments include:

Attachment: PC20-091 Lessley, John (6535 : Approve First Modification to PC20-091 with John Lessley)

A. Attachment "A" Scope of Services
B. Attachment "B" HIPPA Business Associate Addendum

COUNTY OF COLUSA

Wendy G. Tyler Date: 10/15/2020
Wendy G. Tyler
County Administrative Officer

JOHN LESSLEY

John Lessley Date: 10/19/2020
Signature

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

Attachment: PC20-091 Lessley, John (6535 : Approve First Modification to PC20-091 with John Lessley)

ATTACHMENT A

SCOPE OF SERVICES

1. Review the Behavioral Health's policies related to the Medicaid Managed Care Final Rule and the 2020/2021 DHCS Medi-Cal audit protocol and make recommended changes.

2. Review Behavioral Health's procedures that must be in accordance with 2020/2021 DHCS Medi-Cal audit protocol and make recommendations for improvement.

3. Advise the Quality Assurance Coordinator about best practices for the Triennial Review preparation.

4. Review data collection practices that assist the Behavioral Health Department in the creation of reports and dashboards and make suggestions about ways to improve the data collection or analysis to meet State standards.

5. Develop an Implementation Plan Update for the Behavioral Health Department as required by California Code of Regulations, Title 9, Section 1810.310, based on documents provided by the Department.

6. Assist the Behavioral Health Department to comply with any new State requirements that are developed based on the Medicaid Managed Care Final Rule.

Attachment: PC20-091 Lessley, John (6535 : Approve First Modification to PC20-091 with John Lessley)

ATTACHMENT B

HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103. , and in reference to the party to this Addendum, shall mean John Lessley. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. County of Colusa (County) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean County.

(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under

Attachment: PC20-091 Lessley, John (6535 : Approve First Modification to PC20-091 with John Lessley)

the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide County with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to

Attachment: PC20-091 Lessley, John (6535 : Approve First Modification to PC20-091 with John Lessley)

County in the performance of such obligation(s);

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: 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. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with County's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information

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has been breached.

(f) Business Associate may provide data aggregation services relating to the health care operations of County.

Provisions for County to Inform Business Associate of Privacy Practices and Restrictions

(a) County shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b)County shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) County shall notify Business Associate of any restriction on the use or disclosure of protected health information that County has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by County

County shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by County, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date County terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by County, if County determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by County. County may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from County, or created, maintained, or received by Business Associate on behalf of County, shall:

Attachment: PC20-091 Lessley, John (6535 : Approve First Modification to PC20-091 with John Lessley)

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to County or, if agreed to by County, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to County or, if agreed to by County, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of County transmit the protected health information to another Business Associate of the County at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

(d) Ownership. County at all times owns the PHI shared pursuant to the terms of this Addendum.

Attachment: PC20-091 Lessley, John (6535 : Approve First Modification to PC20-091 with John Lessley)

COUNTY OF COLUSA, CA **3.10**

Request For County Board of Supervisors Action

MEETING DATE:	**May 11, 2021**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Patricia Rodriguez**
SUBJECT:	**Approve First Modification to C20-021 with St. Helena Hospital dba Adventist Health**

Approve 1st Modification to C20-021 with **St. Helena Hospital dba Adventist Health** for psychiatric inpatient services, effective July 1, 2021.

Detailed Description/Background of request

Behavioral Health is requesting to enter into a first modification to the contract C20-021 with St. Helena Hospital dba as Adventist Health. St. Helena's modification would provide our Consumers with hospital based psychiatric inpatient services. Behavioral Health currently does not have any Consumers placed at the facility but would like to maintain the relationship should a need arise.

This modification would extend the termination date from June 30, 2021 through June 30, 2023.

Prior Board Action

C20-021 approved February 4, 2020.

Fiscal Impact/Funding Source

The fiscal impact shall not exceed $50,000 per fiscal year.
Budgeted 00106-4013-55270; Mental Health (4013) Support & Care of Persons (55270)

Action for the Clerk

Obtain required signatures and mail to St. Helena Hospital dba Adventist Health, Attn: Sharla Dunkin, 1509 Wilson Terrace PMT Building, Suite 215, Glendale, CA 91206.

ATTACHMENTS:

- First Modification to St. Helena dba Adventist Health (DOCX)
- C20-021 Original St. Helena (PDF)

C___-_____

First Modification of C20-021 for Psychiatric Services

This First Modification of Hospital-Based Psychiatric Inpatient Services Contract C20-021 is between Colusa County (County), a political subdivision of the State of California, and St. Helena Hospital dba Adventist Health St. Helena and dba Adventist Health Vallejo (Contractor), a California corporation.

Background

On November 1, 2019, the parties executed Contract C20-021 for hospital-based psychiatric inpatient services.

The parties now want to modify the Contract to extend the termination date and update rates.

Modification

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

1. Section 2, Term, of the Contract is modified to extend the term of the Contract from June 30, 2021 to June 30, 2023.

2. Attachment "B", Rates, is replaced with a new Attachment "B" Rates.

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Board Chair

APPROVED AS TO FORM

_____
David Prentice, Interim County Counsel

ST. HELENA HOSPITAL DBA ADVENTIST HEALTH ST. HELENA AND DBA ADVENTIST HEALTH VALLEJO

_____Date:_____
Signature

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

by _____
, Deputy

Attachment: First Modification to St. Helena dba Adventist Health [Revision 1] (6534 : Approve First Modification to C20-021 with St. Helena

C___-_____

ATTACHMENT B

RATES

Mental Health Medi-Cal Rates

MEDI-CAL RATES	FY 21/22	FY 22/23
Inpatient Psy Facility Adult	$1,452	$1,540
Inpatient Psy Facility Child/Adol*	$1,532	$1,624
Professional Fees	$ 123	$ 130
Admin Rate	$ 653	$ 692

MEDI-CAL RATES	FY 21/22	FY 22/23
Inpatient Psy Facility Adult	$1,575	$1,670
Inpatient Psy Facility Child/Adol*	$1,655	$1,754
Admin Rate	$ 653	$ 692

*Available only at Adventist Health Vallejo

Attachment: First Modification to St. Helena dba Adventist Health [Revision 1] (6534 : Approve First Modification to C20-021 with St. Helena

C20-081

Hospital-Based Psychiatric Inpatient Services Contract

This contract for hospital-based psychiatric inpatient services ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and St. Helena Hospital dba Adventist Health St. Helena and dba Adventist Health Vallejo ("Contractor"), a California corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with certain hospital-based psychiatric inpatient services, as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on November 1, 2019 and shall continue until June 30, 2021.

3. **Compensation:** County will pay Contractor compensation not to exceed fifty thousand dollars ($50,000) per fiscal year as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an 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.

   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.
      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.

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Attachment: C20-021 Original St. Helena (6534 : Approve First Modification to C20-021 with St. Helena Hospital dba Adventist Health)

c20-021

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 reasonable 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. Any review is limited to records and documents pertaining to Contractor's services provided to the County under this contract.

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.

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Attachment: C20-021 Original St. Helena (6534 : Approve First Modification to C20-021 with St. Helena Hospital dba Adventist Health)

c20-021

9. **HIPPA Compliance – Covered Entity to Covered Entity:** County and Contractor each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act and agree to use and disclose protected health information as required by law. County and Contractor acknowledge that the exchange of protected health information between them is only for treatment, payment and health care operations.

10. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies.

A. **Workers' Compensation Coverage:** Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least thirty (30) days prior to such change.

B. **General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

C. **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles.

D. **Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than one million dollars ($1,000,000) in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

E. **Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:

1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out

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Attachment: C20-021 Original St. Helena (6534 : Approve First Modification to C20-021 with St. Helena Hospital dba Adventist Health)

c20-021

of any and all work performed by or on behalf of the Contractor under this Contract;

2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and

7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without thirty (30) days written notice certain to County.

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

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

11. **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.

12. **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.

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Attachment: C20-021 Original St. Helena (6534 : Approve First Modification to C20-021 with St. Helena Hospital dba Adventist Health)

c20-021

13. **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.

14. **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 Department of Behavioral Health 162 E. Carson Street Colusa, CA 95932 Attention: Director
If to Contractor:	Adventist Health Attention: Vice-President of Managed Care 1509 Wilson Terrace PMT Building, Suite 215 Glendale, CA 91206

15. **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.

16. **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.

17. **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.

18. **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.

19. **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

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Attachment: C20-021 Original St. Helena (6534 : Approve First Modification to C20-021 with St. Helena Hospital dba Adventist Health)

c20-021

to pay any monies due to any such subcontractor unless otherwise required by law.

20. Termination: This Contract may be terminated for the following reasons:

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. By County or Contractor without cause upon thirty (30) days written notice of termination.

21. 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.

22. Attachments: All attachments referred to are incorporated and made part of the Contract. Attachments include:

A. Attachment "A" Scope of Service
B. Attachment "B" Rates

COUNTY OF COLUSA

Date: 2/4/20

Denise J. Carter, Board Chair

ST.HELENA HOSPITAL DBA ADVENTIST HEALTH ST. HELENA AND DBA ADVENTIST HEALTH VALLEJO

Steven Herber, MD Date: 1/20/20

Signature

Steven Herber, MD

Printed Name and Title President

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

ATTEST: Wendy Tyler, Clerk to the Board of Supervisors

By Patricia R

Patricia Rodriguez, Deputy Clerk

MM

Attachment: C20-021 Original St. Helena (6534 : Approve First Modification to C20-021 with St. Helena Hospital dba Adventist Health)

C20-021

ATTACHMENT A

SCOPE OF SERVICE

LOCATIONS:

Adventist Health St. Helena
10 Woodland Road
St. Helena, CA 94574

Adventist Health Vallejo
525 Oregon Street
Vallejo, CA 94590

1) Contractor shall provide inpatient beds for clients in a locked 24-hour care facility separated from other services provided by Contractor.

2) Contractor shall provide total board and care for client during stay in facility.

3) Contractor shall provide twenty-four (24) hour staffing.

4) Contractor shall use resources available to both Contractor and the County.

5) The following services are included in the per diem rates:

   A. Clinical Laboratory Services
   B. Dietary Services and Consultations
   C. Educational Services
   D. Family Therapy
   E. Group Therapy
   F. Involuntary Patient Care
   G. Medical History and Physical Exam (Tech Comp)
   H. Pharmacy Services
   I. Psychiatric Nursing Services
   J. Recreation Services
   K. Seclusion Room w/Special Observation
   L. Social Services

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Attachment: C20-021 Original St. Helena (6534 : Approve First Modification to C20-021 with St. Helena Hospital dba Adventist Health)

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ATTACHMENT B

RATES

2019-2020

Inpatient bed (adult/child) - $1,298 adult and $1,373 child
Pro Fee- $110
Admin rate- TBD by State
Short Doyle- $1,408 for adult and $1,483 child

2020-2021

Inpatient bed - $1,370 for adult and $1,445 child
Pro Fee- $116
Admin rate- TBD by State
Short Doyle- $1,486 for adult and $1,561 child

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Attachment: C20-021 Original St. Helena (6534 : Approve First Modification to C20-021 with St. Helena Hospital dba Adventist Health)

COUNTY OF COLUSA, CA **3.11**

Request For County Board of Supervisors Action

MEETING DATE:	**May 11, 2021**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Ann Nordyke**
SUBJECT:	**Approve 3rd Modification to Crestwood Behavioral Health, Inc.**

Approve 3rd Modification to **Crestwood Behavioral Health, Inc.** for 24 hour skilled nursing facility care services, effective July 1, 2021.

Detailed Description/Background of request

Crestwood provides the County with 24 hour skilled nursing services for patients who may have histories of, and who, without adequate treatment, are at risk of displaying behavioral symptoms such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness. This modification would extend the contract through June 30, 2022. The Department is also requesting to replace Attachment "B" Rates with a new Attachment "B" that reflects the rates for FY 21/22.

Per Crestwood, during this pandemic, they have experienced an increased cost in insurance, Worker's Comp, PPE and wages.

Behavioral Health currently has two consumers placed at this facility. All other terms and conditions remain the same.

Prior Board Action

C18-091 approved June 12, 2018, C19-073 approved May 14, 2019 and C20-079 approved May 19, 2020.

Fiscal Impact/Funding Source

Budgeted: 00106-4013-55270
Mental Health (4013) Support & Care of Persons (55270)

Action for the Clerk

Crestwood Behavioral Health, Inc.
Attention: Gary Zeyen
520 Capitol Mall, Suite 800
Sacramento, CA 95814

ATTACHMENTS:

- Third Mod to Crestwood (DOCX)
- C20-079 2nd Modification Crestwood Behavioral Health, Inc (PDF)
- C19-073 1st Mod. Crestwood Behavioral Inc (PDF)
- C18-091 Original Crestwood (PDF)

C___-_____

Third Modification of Contract C18-091 for 24-Hour Skilled Nursing Services

This Third Modification of Contract C18-091 for Skilled Nursing Facility Services is between the County of Colusa (County), a political subdivision of the State of California, and Crestwood Behavioral Health, Inc., a Delaware corporation ("Contractor").

Background

On July 1, 2018, the parties executed Contract C18-091 for 24-hour skilled nursing facility care services.

On May 14, 2019, the parties executed a First Modification of the Contract (C19-073) to extend the termination date and update the rates.

On May 19, 2020, the parties executed a Second Modification of the Contract (C20-079) to extend the termination date and update the rates.

The parties now want to modify the Contract to extend the termination date and update rates for fiscal year 2021/2022.

Modification

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

1. Section 2, Term, of the Contract is modified to extend the term of the Contract from June 30, 2021 to June 30, 2022;

2. Attachment "B" is replaced in its entirety with a new Attachment "B" Rate Sheet.

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Board Chair

APPROVED AS TO FORM

_____
David Prentice, Interim County Counsel

CRESTWOOD BEHAVIORAL HEALTH, INC.

_____Date:_____
Signature

_____
Printed name and title

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

by _____
Melissa Kitts, Deputy

Attachment: Third Mod to Crestwood (6533 : Third Modification to Crestwood Behavioral Health, Inc)

C___-_____

ATTACHMENT B

RATE SHEET

CRESTWOOD BEHAVIORAL HEALTH, INC. **7/1/2021**

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

SNF/STP - IMD Designation	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Wellness and Recovery Ctr Redding SNF/STP (IMD) - 1122 NPI - 1194743088	**235.16**	25.00 46.00 61.00 117.00 Negotiated
SNF/STP	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Manor - Stockton San Joaquin SNF/STP - 1104 NPI - 1730128174	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	25.00 36.00 38.00 61.00 88.00 117.00 Negotiated
Crestwood Manor - Modesto Stanislaus SNF/STP - 1112 NPI - 1508884487	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	25.00 41.00 61.00 88.00 117.00 Negotiated
Crestwood Manor - Fremont Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	25.00 33.00 61.00 96.00 140.00 Negotiated
SNF		
Crestwood Treatment Center - Fremont Alameda SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	140.00 Negotiated

Attachment: Third Mod to Crestwood (6533 : Third Modification to Crestwood Behavioral Health, Inc)

C___-_____

CRESTWOOD BEHAVIORAL HEALTH, INC. 7/1/2021

The following rates include room and board, nursing care, special treatment program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

Mental Health Rehabilitation Centers (MHRC)	***Room and Board/Per Diem***	
Crestwood Center - Sacramento	Level 1	370.00
Sacramento MHRC - 1106	Level 2	337.00
NPI - 1356411656	Level 3	306.00
Crestwood Behavioral Health Ctr – San Jose	Level 1	404.00
Santa Clara MHRC - 1107	Level 2	324.00
NPI - 1376623256	Level 3	315.00
Crestwood Behavioral Health Ctr - Eureka		318.00
Humboldt MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr - Bakersfield	Level 1 (1:1)	696.00
Kern MHRC - 1115	Level 2	370.00
NPI - 1275610800	Level 3	337.00
	Level 4	304.00
Crestwood Center at Angwin, Napa Valley	Level 1	362.00
Napa MHRC - 1116	Level 2	288.00
NPI - 1316024953	Level 3	235.00
Kingsburg Healing Center	Level 1	475.00
Fresno MHRC - 1140	Level 2	416.00
NPI – 1073989661	Level 3	357.00
	Bedhold	297.00
Crestwood Recovery and Rehab Ctr– Vallejo	Level 1	372.00
Solano MHRC - 1141	Level 2	316.00
NPI - 1508935834	Level 3	280.00
	Level 4	263.00

Attachment: Third Mod to Crestwood (6533 : Third Modification to Crestwood Behavioral Health, Inc)

C___-_____

Crestwood San Diego San Diego MHRC - 1154 NPI - 1295146934	Level 1 Level 2 Level 3 Bedhold	454.00 389.00 323.00 314.65
Crestwood Chula Vista San Diego MHRC - 1164 NPI - 1023495181	Level 1 Level 2 Level 3 Bedhold	454.00 389.00 323.00 314.65
San Francisco Healing Center San Francisco MHRC - 1166 NPI - 1447758024	SF Blended Rate Bedhold	495.00 486.65
Fallbrook Healing Center San Diego MHRC - 1167 NPI - 1639738297	Level 1 Level 2 Level 3 Bedhold	464.00 397.00 331.00 317.00
Champion Healing Center - Lompoc Santa Barbara MHRC - 1170 NPI - XXXXXXXXXX	Level 1 Level 2 Level 3	530.00 440.00 362.00

Attachment: Third Mod to Crestwood (6533 : Third Modification to Crestwood Behavioral Health, Inc)

CRESTWOOD BEHAVIORAL HEALTH, INC. **7/1/2021**

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Psychiatric Health Facilities (PHF)	***Room and Board/Per Diem***
Crestwood PHF - Carmichael American River, Sacramento - 1153 NPI - 1972827343	900.00
Crestwood Center PHF - Sacramento Sacramento - 1156 NPI - 1669734075	900.00
Crestwood PHF – San Jose Santa Clara - 1157 NPI - 1598065047	1,082.00
Crestwood Bakersfield PHF Kern – 1158 NPI - 1194034645	975.00
Crestwood Solano PHF – Vallejo Solano PHF - 1159 NPI - 1780009142	998.00
Crestwood Sonoma PHF Sonoma PHF - XXXX NPI - XXXXXXXXXX	1,000.00

Attachment: Third Mod to Crestwood (6533 : Third Modification to Crestwood Behavioral Health, Inc)

C___-_____

CRESTWOOD BEHAVIORAL HEALTH, INC. **7/1/2021**

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Pathways ARF - Eureka Humboldt, Social Rehabilitation Center - 1125 NPI - 1811374564	198.00
Crestwood Solano Our House, ARF at Vallejo Solano ARF - 1136 NPI - 1750452199	150.00
Bridge Program – Bakersfield ARF Bakersfield, Social Rehabilitation Center-1137 NPI - 1265501597	209.00
American River Resident. Services-Carmichael Sacramento ARF - 1139 NPI - 1104905645	150.00
Bridge Program - Pleasant Hill Contra Costa ARF - 1143 NPI - 1669543005	150.00
The Pathway - Pleasant Hill Contra Costa, Social Rehab Center- 1144 NPI - 1578634911	203.00
Bridge Program - Fresno Fresno, Social Rehabilitation Center - 1145 NPI - 1093892663	209.00
Crestwood Hope Center – Vallejo Solano RCFE - 1152 NPI - 1962702324	150.00
Hummingbird Healing House – San Diego San Diego Social Rehabilitation Center - 1168 NPI - 1992206734	195.00

Attachment: Third Mod to Crestwood (6533 : Third Modification to Crestwood Behavioral Health, Inc)

C___-_____

HELIOS HEALTHCARE, LLC **7/1/2021**

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

SNF	***Room and Board/Per Diem***	***Patch/Enhancement***
Idylwood Care Center	Medi-Cal Published Rate	117.00
Idylwood SNF - 2733	**Indigent/Medi-Cal Ineligible	140.00
NPI - 1770501744		170.00
		Negotiated

Attachment: Third Mod to Crestwood (6533 : Third Modification to Crestwood Behavioral Health, Inc)

C20-079

Second Modification of Contract C18-091 for 24-Hour Skilled Nursing Services

This Second Modification of Contract C18-091 for Skilled Nursing Facility Services is between the County of Colusa (County), a political subdivision of the State of California, and Crestwood Behavioral Health, Inc., a Delaware corporation ("Contractor").

Background

On July 1, 2018, the parties executed Contract C18-091 for 24-hour skilled nursing facility care services.

On May 14, 2019, the parties executed a First Modification of the Contract (C19-073) to extend the termination date and update the rates.

The parties now want to modify the Contract to extend the termination date and update rates for fiscal year 2020/2021.

Modification

The parties agree to modify the Contract effective May 19, 2020, as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the Contract from June 30, 2020 to June 30, 2021;

2. Attachment "B" is replaced in its entirety with a new Attachment "B" Rate Sheet.

COUNTY OF COLUSA

Date: 5/19/20

Denise J. Carter, Board Chair

CRESTWOOD BEHAVIORAL HEALTH, INC.

Date: 5/31/20

Signature

Elena Mashkevich, Director of County Contra

Printed name and title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by

Melissa Kitts, Deputy

Attachment: C20-079 2nd Modification Crestwood Behavioral Health, Inc (6533 : Third Modification to Crestwood Behavioral Health, Inc)

C20-079

ATTACHMENT B

RATE SHEET

CRESTWOOD BEHAVIORAL HEALTH, INC. **7/1/2020**

The following rates include room and board, nursing care, special treatment program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

Mental Health Rehabilitation Centers	***Room and Board/Per Diem***	
Crestwood Center	Level 1	356.00
Sacramento MHRC - 1106	Level 2	324.00
NPI - 1356411656	Level 3	294.00
Crestwood Behavioral Health Ctr	Level 1	388.00
San Jose MHRC - 1107	Level 2	312.00
NPI - 1376623256	Level 3	303.00
Crestwood Behavioral Health Ctr		306.00
Eureka MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr	Level 1 (1:1)	672.00
Bakersfield MHRC - 1115	Level 2	356.00
NPI - 1275610800	Level 3	324.00
	Level 4	292.00
Crestwood C.E.N.T.E.R.	Level 1	348.00
Angwin MHRC - 1116	Level 2	277.00
NPI - 1316024953	Level 3	226.00
Kingsburg Healing Center	Level 1	459.00
Kingsburg MHRC - 1140	Level 2	402.00
NPI - 1073989661	Level 3	345.00
	Bedhold	287.00
Crestwood Recovery and Rehab	Level 1	359.00
Vallejo MHRC - 1141	Level 2	305.00
NPI - 1508935834	Level 3	271.00
	Level 4	254.00
Crestwood San Diego	Level 1	441.00
San Diego MHRC - 1154	Level 2	379.00
NPI - 1295146934	Level 3	316.00
	Bedhold	307.00
Crestwood Chula Vista	Level 1	441.00
Chula Vista MHRC - 1164	Level 2	379.00
NPI - 1023495181	Level 3	316.00
	Bedhold	307.00
San Francisco Healing Center	Level 1	563.00
San Francisco MHRC - 1166	Level 2	497.00
NPI - 1447758024	Level 3	480.00
	Level 3A	446.00
	Bedhold	306.00
Fallbrook Healing Center	Level 1	448.00
Fallbrook Healing - 1167	Level 2	384.00
NPI - 1639738297	Level 3	320.00
	Bedhold	306.00

Attachment: C20-079 2nd Modification Crestwood Behavioral Health, Inc (6533 : Third Modification to Crestwood Behavioral Health, Inc)

C20-079

CRESTWOOD BEHAVIORAL HEALTH, INC. 7/1/2020

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Psychiatric Health Facilities	***Room and Board/Per Diem***
Crestwood Psychiatric Health Facility American River PHF - 1153 NPI - 1972827343	861.00
Crestwood Psychiatric Health Facility Sacramento PHF - 1156 NPI - 1669734075 -	867.00
Crestwood Psychiatric Health Facility San Jose PHF - 1157 NPI - 1598065047	1050.00
Crestwood Psychiatric Health Facility Bakersfield PHF - 1158 NPI - 1194034645	947.00
Crestwood Solano PHF Psych Health Facility Solano PHF - 1159 NPI - 1780009142	969.00

Attachment: C20-079 2nd Modification Crestwood Behavioral Health, Inc (6533 : Third Modification to Crestwood Behavioral Health, Inc)

C20 079

CRESTWOOD BEHAVIORAL HEALTH, INC. 7/1/2020

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Pathways Eureka Pathways RTF - 1125 NPI - 1811374564	192.00
Our House Solano Our House ARF - 1136 NPI - 1750452199	134.00
Bridge Program - Bakersfield Bakersfield Bridge TRTP - 1137 NPI - 1265501597	203.00
American River Residential Services American River ARF - 1139 NPI - 1104905645	134.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	134.00
The Pathway Pleasant Hill Pathway RTF - 1144 NPI - 1578634911	197.00
Bridge Program Fresno Fresno Bridge RTF - 1145 NPI - 1093892663	203.00
Crestwood Hope Center Vallejo RCFE - 1152 NPI - 1962702324	139.00
Hummingbird Healing House Pathways San Diego - 1168	150.00

Attachment: C20-079 2nd Modification Crestwood Behavioral Health, Inc (6533 : Third Modification to Crestwood Behavioral Health, Inc)

C20 079

CRESTWOOD BEHAVIORAL HEALTH, INC. 7/1/2020

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

SNF/STP - IMD Designation	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Wellness and Recovery Ctr Redding IMD - 1122 NPI - 1194743088	**227.21**	24.00 45.00 59.00 114.00 Negotiated
SNF/STP	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Manor Stockton SNF/STP - 1104 NPI - 1730128174	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	24.00 35.00 37.00 59.00 85.00 114.00 Negotiated
Crestwood Manor Modesto SNF - 1112 NPI - 1508884487	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	24.00 40.00 59.00 85.00 114.00 Negotiated
Crestwood Manor - Fremont Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	24.00 32.00 59.00 93.00 136.00 Negotiated
SNF	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Treatment Center Fremont SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	136.00 Negotiated

Attachment: C20-079 2nd Modification Crestwood Behavioral Health, Inc (6533 : Third Modification to Crestwood Behavioral Health, Inc)

C20-079

HELIOS HEALTHCARE, LLC

The following rates include room and board, nursing care, special treatment program, OTC medications, dietary, etc. Physician services, pharmacy and other are not included in the per diem rate and are separately billable in accordance with Title 22.

SNF	***Room and Board/Per Diem***	***Patch/Enhancement***
Idylwood Care Center Idylwood SNF - 2733 NPI - 1770501744	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	114.00 136.00 165.00 Negotiated

Attachment: C20-079 2nd Modification Crestwood Behavioral Health, Inc (6533 : Third Modification to Crestwood Behavioral Health, Inc)

C19-073

First Modification of C18-091 for 24-Hour Skilled Nursing Services

This First Modification of Contract C18-091 for Skilled Nursing Facility Services is between the County of Colusa (County), a political subdivision of the State of California, and Crestwood Behavioral Health, Inc., a Delaware corporation ("Contractor").

Background

On July 1, 2018, the parties executed Contract C18-091 for 24-hour skilled nursing facility care services.

The parties now want to modify the Contract to extend the termination date and update rates for fiscal year 2019/2020.

Modification

The parties agree to modify the Contract effective May 14, 2019, as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the Contract from June 30, 2019 to June 30, 2020;

2. Section 3, Compensation, is modified to add the following "Compensation shall not exceed $200,000.00 per fiscal year; and

3. Attachment "B" is replaced in its entirety with a new Attachment "B" Rate Sheet.

COUNTY OF COLUSA

Date: 5/14/19

Kent S. Boes, Board Chair

CRESTWOOD BEHAVIORAL HEALTH, INC.

Date: 6/18/19

Signature

GARY ZEYEN

DIRECTOR OF COUNTY CONTRACTS

Printed name and title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by

Patricia Rodriquez, Deputy

Attachment: C19-073 1st Mod. Crestwood Behavioral Inc (6533 : Third Modification to Crestwood Behavioral Health, Inc)

C 19-073

ATTACHMENT B

RATE SHEET

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2019

TOTAL WITH ENHANCED SERVICES

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

IMD 18-64

	BASIC	ENHANCED	TOTAL
CRESTWOOD WELLNESS AND RECOVERY CTR-REDDING			
	219 53	23 00	242 53
	219 53	44 00	263 53
	219 53	57 00	276.53
	219 53	111 00	330 53

Attachment: C19-073 1st Mod. Crestwood Behavioral Inc (6533 : Third Modification to Crestwood Behavioral Health, Inc)

C19-073

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2019

TOTAL WITH ENHANCED SERVICES

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

NON IMD 18-64

STOCKTON			23 00	23.00
			34 00	34 00
			36 00	36 00
			57.00	57 00
			83 00	83 00
			111 00	111 00
SUB ACUTE			NEGOTIABLE	
	NON MEDI CAL	****		
MODESTO			23 00	23.00
			39 00	39.00
			57 00	57 00
			83 00	83.00
			111.00	111 00
SUB ACUTE			NEGOTIABLE	
	NON MEDI CAL	****		
FREMONT GTC	NON MEDI CAL	****	132 00	
	NEURO-BEHAV		132.00	132.00
	CONVERSION(REQUIRES PRIV ROOM)			286.00
CRESTWOOD MANOR FREMONT			23.00	23 00
		0.00	31 00	31 00
		0 00	57 00	57 00
			90 00	90.00
			132 00	132 00

**** Medi-Cal Published Rate

Attachment: C19-073 1st Mod. Crestwood Behavioral Inc (6533 : Third Modification to Crestwood Behavioral Health, Inc)

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2019

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C

MENTAL HEALTH REHAB CENTERS

SACRAMENTO MHRC	LEVEL 1	344 00
	LEVEL 2	313.00
	LEVEL 3	284 00
SAN JOSE	LEVEL 1	375 00
	LEVEL 2	301 00
	LEVEL 3	293 00
VALLEJO	LEVEL 1	347 00
	LEVEL 2	295 00
	LEVEL 3	262 00
	LEVEL 4	245 00
ANGWIN	LEVEL 1	336.00
	LEVEL 2	268 00
	LEVEL 3	218 00
BAKERSFIELD	LEVEL 1	649 00
	LEVEL 2	344 00
	LEVEL 3	313 00
	LEVEL 4 (1 1)	282 00
EUREKA		296 00
SAN DIEGO	LEVEL 1	426 00
	LEVEL 2	366.00
	LEVEL 3	305 00
	BED HOLD	297 00
CHULA VISTA		
	LEVEL 1	426 00
	LEVEL 2	366 00
	LEVEL 3	305 00
	BED HOLD	297 00
KINGSBURG	LEVEL 1	443 00
	LEVEL 2	388 00
	LEVEL 3	333 00
	BED HOLD	277 00

Attachment: C19-073 1st Mod. Crestwood Behavioral Inc (6533 : Third Modification to

C19-073

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2019

SAN FRANCISCO		
	LEVEL 1	544 00
	LEVEL 2	480 00
	LEVEL 3	464 00
	LEVEL 3-A	431 00
	BED HOLD	296 00
FALLBROOK		
	LEVEL 1	433.00
	LEVEL 2	371.00
	LEVEL 3	309 00
	BED HOLD	296.00
LOMPOC		
	LEVEL 1	433 00
	LEVEL 2	375 00
	LEVEL 3	350.00
	BED HOLD	296.00

Attachment: C19-073 1st Mod. Crestwood Behavioral Inc (6533 : Third Modification to Crestwood Behavioral Health, Inc)

C19-073

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2019

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

PSYCHIATRIC HEALTH FACILITIES

SACRAMENTO	867 00
SAN JOSE	1,019 00
SOLANO	941 00
KERN	1,044 00
AMERICAN RIVER	860 00

Attachment: C19-073 1st Mod. Crestwood Behavioral Inc (6533 : Third Modification to Crestwood Behavioral Health, Inc)

C19-073

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2019

COMMUNITY CARE CENTERS

EUREKA PATHWAY	186 00
OUR HOUSE	130.00
BRIDGE(KERN)	197 00
AMERICAN RIVER RESIDENTIAL	130 00
PLEASANT HILL BRIDGE	130.00
PLEASANT HILL PATHWAYS	191 00
FRESNO	197 00
VALLEJO RCFE	135 00
CRESTWOOD BEHVIORAL PATHWAYS SAN DIEGO	135 00

Attachment: C19-073 1st Mod. Crestwood Behavioral Inc (6533 : Third Modification to Crestwood Behavioral Health, Inc)

C 19-073

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2019

GEROPSYCH 65+

	ENHANCED	TOTAL
STOCKTON	0	0 00
	23 00	23.00
	57 00	57 00
	SPECIAL	
MODESTO	0	0 00
	23 00	23 00
	57 00	57 00
	SPECIAL	
REDDING GTC	0	0 00
	23.00	23 00
	57 00	57 00
	SPECIAL	
CRESTWOOD MANOR-FREMONT	0 00	0.00
	23 00	23 00
	31 00	31 00
	57 00	57.00

Attachment: C19-073 1st Mod. Crestwood Behavioral Inc (6533 : Third Modification to Crestwood Behavioral Health, Inc)

County of Colusa
Department of Behavioral Health

Terence Rooney, Ph.D., Director

162 East Carson Street
Colusa, CA 95932
Phone: (530) 458-0520
Fax: (530) 458-7751

MEMO

RECEIVED
JUN 24 2019
COUNTY OF COLUSA
BOARD OF SUPERVISORS

DATE: June 20, 2019

TO: Board Clerks

FROM: Debbie Hickel, Behavioral Health

SUBJECT: Contract with Crestwood

On May 14, 2019, the Board of Supervisors approved a contract with Crestwood. On May 20, 2019, I sent the signed contracts to Crestwood for their signature. I followed up with Crestwood to inquire about the contract since I have not yet it back. They stated that they have not received it.

I then emailed the contract to Crestwood requesting they sign two copies and forward to me. Could you please obtain the additional signatures and return a copy to Crestwood? Address:

Crestwood Behavioral Health, Inc.
~~P.O. Box 7095~~ 520 Capital Mall, Suite 800
Sacramento ~~Stockton~~, CA ~~95267-0095~~ 95814
Attention: Gary L. Zeyen, Director of County Contracts

Thank you!

Attachment: C19-073 1st Mod. Crestwood Behavioral Inc (6533 : Third Modification to Crestwood Behavioral Health, Inc)

Crestwood Behavioral Health for Skilled Nursing Facility Services

This Skilled Nursing Facility Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Crestwood Behavioral Health, Inc., a Delaware corporation ("Contractor").

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with 24-hour skilled nursing facility care for County patients, as more specifically described in Exhibit "A and B".

2. **Term:** This Contract shall begin on July 1, 2018 and shall continue through June 30, 2019.

3. **Compensation:** Compensation to be paid to Contractor shall be in accordance with the schedule as detailed in Attachment "B." 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.
      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.

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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.

9. **HIPPA Compliance:** The Parties agree to comply with the Colusa County Business Associate Agreement specific in Attachment "C" attached hereto and incorporated herein

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by reference, which is added to this agreement to comply with the privacy requirements of the Health Insurance Portability and Accountability Act (HIPPA).

10. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:

    A. **Workers' Compensation Coverage:** To the extent that Contractor has any employees, Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least thirty (30) days prior to such change.

    B. **General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

    C. **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles.

    D. **Professional Liability Insurance:** Contractor shall maintain Professional Liability Insurance for malpractice coverage in an amount not less than one million dollars ($1,000,000) per occurrence. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

    E. **Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:

        1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;

        2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees,

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agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and

7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without thirty (30) days written notice certain to County.

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

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

11. **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.

12. **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.

13. **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.

14. **Written Notification**: Any notice, demand, request, consent, approval, or

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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:
Department of Behavioral Health
162 E. Carson Street
Colusa, California 95932
(530) 458-0520
Att: Terence Rooney, Ph.D., Director

If to Contractor:
Crestwood Behavioral Health, Inc.
Attention: Gary Zeyen
P.O. Box 980483
West Sacramento, CA 95798-4893

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **Termination**: This Contract may be terminated for the following reasons:

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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.

21. 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.

22. Attachments: All attachments referred to are incorporated and made part of the Contract. Attachments include:

A. Attachment "A" Services Required
B. Attachment "B" Rate Sheet
C. Attachment "C" HIPAA Business Associate Addendum

COUNTY OF COLUSA

Gary J. Evans, Board Chair

CRESTWOOD BEHAVIORAL HEALTH, INC.

Signature

GARY ZOTTOLA CONTRACTS

Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

By Patricia R

Patricia Rodriguez, Deputy

Attachment: C18-091 Original Crestwood (6533 : Third Modification to Crestwood Behavioral Health, Inc)

ATTACHMENT A

SERVICES REQUIRED

1. Contractor shall admit County patients with a DSM IV diagnosis or current equivalent, subject to bed availability, the order of a physician and compliance with reasonable admission policies and procedures. Individuals in need of 24-hour skilled nursing services, patients who may have histories of, and who, without adequate treatment, are at risk of displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall also be considered acceptable for admission. Frequency, scope and severity of these behaviors are a determining factor to be negotiated on an individual patient basis between the County and Contractor. The County may grant individual exceptions to these admissions criteria. It is agreed by the County and the Contractor that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from developmental disability, mental retardation, or physical illness (without a psychiatric component), shall not be considered for admission. All admissions are subject to the prior authorization process described below.

2. Prior Authorization: County shall develop a prior authorization form which must be completed for each patient admitted by Contractor under this contract. At a minimum, this form shall contain a clear patient identification admission date, County approval of the admission, Contractor commitment to reimburse Contractor for care as set forth in Exhibit B.

3. Process: County liaison shall provide Contractor with a completed authorization form prior to each patient admission. A patient may be admitted without a completed authorization form on the basis of verbal authorization from the county liaison by mutual consent of the County and Contractor provided County supplies a completed form within three (3) days from the date of admission.

4. It is agreed by both Contractor and County that the basic service level fully complies with Title 22 of the California Code of Regulations, Section 72445, which includes life skill training, money management, training on accessing community services, transitional programs and discharge planning with County staff. It is further agreed by the Contractor that basic services will also include reasonable access to required medical treatment and up-to-date psychopharmacology and transportation to needed off-site services and bilingual/bicultural programming as appropriate.

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ATTACHMENT ~~A~~ B

CRESTWOOD BEHAVIORAL HEALTH, INC. **7/1/2018**

The following rates include nursing care, recovery oriented programs, activity program, OTC medications, dietary, room and board, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511C.

Mental Health Rehabilitation Centers	Room and Board/Per Diem		Patch/Enhancement
Crestwood Center Sacramento MHRC - 1106	Level 1 Level 2	227.00 274.00	
Crestwood Behavioral Health Ctr San Jose MHRC - 1107	Level 1 Level 2 (Pregnant)	271.00 283.00	
Crestwood Behavioral Health Ctr Eureka MHRC - 1110		286.00	
Crestwood Behavioral Health Ctr Bakersfield MHRC - 1115	Level 1 Level 2 (1:1)	274.00 609.00	
Crestwood C.E.N.T.E.R. Angwin MHRC - 1116	Level 1 Level 2 Level 3	325.00 259.00 211.00	
Kingsburg Healing Center Kingsburg MHRC - 1140	Level 1 Level 2 Level 3 Bedhold	428.00 375.00 322.00 268.00	
Crestwood Recovery and Rehab Vallejo MHRC - 1141	Level 1 Level 2 Level 3 Level 4	335.00 285.00 253.00 237.00	
Crestwood San Diego San Diego MHRC - 1154	Level 1 Level 2 Level 3 Bedhold	412.00 354.00 295.00 287.00	

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Crestwood Chula Vista	Level 1	412.00
Chula Vista MHRC - 1154	Level 2	354.00
	Level 3	295.00
	Bedhold	287.00
Crestwood Behavioral Health	Level 1	528
San Francisco Healing Center - 1166	Level 2	466.00
	Level 3-a	450
	Level 3	431.00
	Bedhold	287
Crestwood Behavioral Health	Level 1	420
Fallbrook Healing - 1167	Level 2	360
	Level 3	300
	Bedhold	287

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CRESTWOOD BEHAVIORAL HEALTH, INC.	7/1/2018
Community Care Centers	**Per Diem Rate**
Pathways Eureka Pathways RTF - 1125	181.00
Our House Solano Our House ARF - 1136	126.00
Bridge Program - Bakersfield Bakersfield Bridge TRTP - 1137	191.00
American River Residential Services American River ARF - 1139	126.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143	126.00
The Pathway Pleasant Hill Pathway RTF - 1144	185.00
Bridge Program Fresno Fresno Bridge RTF - 1145	191.00
Crestwood Hope Center Vallejo RCFE - 1152	131.00
Crestwood Behavioral Pathways San Diego - 1168	TBD

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CRESTWOOD BEHAVIORAL HEALTH, INC. **7/1/2018**

The following rates include room and board, nursing care, psychiatric clinical services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511C.

Psychiatric Health Facilities	Room and Board/Per Diem	Patch/Enhancement
Crestwood Psychiatric Health Facility American River PHF - 1153	835.00	
Crestwood Psychiatric Health Facility Sacramento PHF - 1156	842.00	
Crestwood Psychiatric Health Facility San Jose PHF - 1157	989.00	
Crestwood Psychiatric Health Facility Bakersfield PHF - 1158	1014.00	
Crestwood Solano PHF Psych Health Facility Solano PHF - 1159	914.00	

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CRESTWOOD BEHAVIORAL HEALTH, INC. **7/1/2018**

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511C.

SNF/STP - IMD Designation	Room and Board/Per Diem	Patch/Enhancement
Crestwood Wellness and Recovery Ctr Redding IMD - 1122	212.11 AB 360 Published Rate	22.00 43.00 55.00 108.00 Negotiated

SNF/STP	Room and Board/Per Diem	Patch/Enhancement
Crestwood Manor Stockton SNF/STP - 1104	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	22.00 33.00 35.00 55.00 81.00 108.00 Negotiated
Crestwood Manor Modesto SNF - 1112	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	22.00 38.00 55.00 81.00 108.00 Negotiated
Crestwood Manor - Fremont Alameda SNF/STP - 1134	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	22.00 30.00 55.00

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		87.00 128.00 Negotiated
SNF	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Treatment Center	Medi-Cal Published Rate	128.00
Fremont SNF - 1120	**Indigent/Medi-Cal Ineligible	278.00 Negotiated

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ATTACHMENT "C"

HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103. , and in reference to the party to this Addendum, shall mean Victor Treatment Center. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. Colusa County Behavioral Health (Behavioral Health) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean Colusa County Department of Behavioral Health.

(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

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(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide Behavioral Health with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from Behavioral Health make available protected health information in a designated record sent to the Colusa County Behavioral Health Department as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from Behavioral Health make any amendment(s) to protected health information in a designated record set as directed or agreed to by Behavioral Health pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Behavioral Health's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from Behavioral Health information required to provide an accounting of disclosures to the individual as necessary to satisfy Behavioral Health's obligations under 45 CFR 164.528;

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(h) To the extent the Business Associate is to carry out one or more of Behavioral Health's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Behavioral Health in the performance of such obligation(s);

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the Behavioral Health and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by Behavioral Health;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing Behavioral Health PHI. These steps shall include, at a minimum: 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. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for Behavioral Health PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Behavioral Health's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the

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information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Business Associate may provide data aggregation services relating to the health care operations of Behavioral Health.

Provisions for Behavioral Health to Inform Business Associate of Privacy Practices and Restrictions

(a) Behavioral Health shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b)Behavioral Health shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) Behavioral Health shall notify Business Associate of any restriction on the use or disclosure of protected health information that Behavioral Health has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by Behavioral Health

Behavioral Health shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Behavioral Health, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date Behavioral Health terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by Behavioral Health, if Behavioral Health determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by Behavioral Health. Behavioral Health may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

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Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from Behavioral Health, or created, maintained, or received by Business Associate on behalf of Behavioral Health, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Behavioral Health or, if agreed to by Behavioral Health, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate"] which applied prior to termination; and
5. Return to Behavioral Health or, if agreed to by Behavioral Health, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of Behavioral Health transmit the protected health information to another Business Associate of the Behavioral Health at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

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(d) Ownership. Behavioral Health at all times owns the PHI shared pursuant to the terms of this Addendum.

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COUNTY OF COLUSA, CA **3.12**

Request For County Board of Supervisors Action

MEETING DATE:	**May 11, 2021**
DEPARTMENT:	**Child Support**
FROM:	**Natalie Dilon**
SUBJECT:	**Colusa Sutter and Yolo Child Support Regionalization MOU Amendment**

Approve 1st Amendment to C20-203 Establishing the **Colusa, Sutter, and Yolo Regional Child Support Agency**, effective May 11, 2021.

Detailed Description/Background of request

In October and November 2020, the three county Boards of Supervisors approved and signed a Memorandum of Understanding (MOU) creating the Colusa, Sutter, and Yolo Regional Child Support Agency.

The original MOU had the California Department of Child Support Services (DCSS) issuing a single regional allocation to Yolo starting July 2021 and the three counties invoicing one another over the next five (5) years to cover the costs of payroll, etc. However, DCSS agreed to adjust the allocation between the three counties during the 5 year transition period to align with the shifting costs. This change is of benefit to the three counties as it will significantly decrease inter-country invoicing during the transition period.

The Colusa, Sutter, and Yolo Child Support Regionalization MOU amendment modifies the terms to reflect the current understanding regarding the allocation and expenditure of state funding provided by the California Department of Child Support Services (DCSS) in connection with the rights and responsibilities of each county under the Agreement

Prior Board Action

November 2, 2020 approved C20-203 Agreement Establishing the Colusa, Sutter, and Yolo Regional Child Support Agency

Fiscal Impact/Funding Source

No General Fund Impact

Action for the Clerk

Obtain signature on two originals, retain one for your records and mail one to the Regional Child Support Agency:

Colusa, Sutter, and Yolo Regional Child Support Agency
100 West Court Street
Woodland, CA 95695

The amendment will be signed in counterpart. The Regional Agency, once copies from each entity have been received, will image and share an executed copy of the amendment to each jurisdiction.

ATTACHMENTS:

- CSS Regionalization Agreement Amendment_final Colusa (PDF)

COLUSA COUNTY AGREEMENT NO. __-____

SUTTER COUNTY AGREEMENT NO. __-____

YOLO COUNTY AGREEMENT NO. __-____

FIRST AMENDMENT TO AGREEMENT ESTABLISHING THE COLUSA, SUTTER, AND YOLO REGIONAL CHILD SUPPORT AGENCY

THIS FIRST AMENDMENT to the November 24, 2020 "Agreement Establishing the Colusa, Sutter, and Yolo Regional Child Support Agency" (the "Agreement") is entered into as of this 1st day of June, 2021, by and between the County of Colusa, the County of Sutter, and the County of Yolo (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into the Agreement to consolidate child support program responsibilities and establish related governance, financial, and administrative support structures; and

WHEREAS, the Parties would like to amend the Agreement to reflect their current understanding regarding the allocation and expenditure of state funding provided by the California Department of Child Support Services in connection with the rights and responsibilities of each county under the Agreement; and

NOW, THEREFORE, for good and valuable consideration the Parties hereby agree as follows:

AGREEMENT

Revisions to Section 4 (State Allocation). Section 4 of the Agreement shall be amended to read in full as follows:

4. State Allocation. A single regional child support allocation will be allocated by DCSS no later than July 1, 2026 to YOLO for the operation of a Regional Agency pursuant to this Agreement. For the period between July 2021 and June 2026, CA DCSS has agreed to maintain three separate allocations (one each for COLUSA, SUTTER, and YOLO) during the staff transition period of up to 5 years. Twice per year (December and June) Yolo will notify DCSS if an allocation transfer from Colusa and Sutter to Yolo is necessary to cover staffing costs as they transition to the Regional Agency. Once the single regional allocation is issued by DCSS to YOLO, and neither SUTTER nor COLUSA receive an individual allocation, YOLO shall be responsible for the payment of the general administrative expenses necessary to perform the child support operations within the region including, but not limited to, salaries, benefits, travel and training, supplies and equipment, rent for office space, county cost allocation, memberships, and legal resources and references to the extent that funds are appropriated in the Annual State Budget Act. At that time, any Partner County costs associated with their respective child support programs will be invoiced quarterly to YOLO for reimbursement from the regional child support allocation. Assets purchased by the Child Support program will remain assets of the program until surplused or properly disposed by the Regional Agency. Child Support assets that currently exist in SUTTER and COLUSA counties will be transferred to YOLO as assets of the Regional

Attachment: CSS Regionalization Agreement Amendment_final Colusa (6528 : Regional Child Support MOU Amendment)

Agency no later than December31, 2025, and SUTTER and COLUSA will no longer be responsible to verify, track or otherwise account for those assets after the effective date of transfer.

Effect on Agreement. Except as expressly set forth above, nothing in this First Amendment amends or otherwise modifies any provision of the Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first written above.

COUNTY OF COLUSA

By:_____
Gary J. Evans, Chair
Colusa County Board of Supervisors

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

By:_____
Melissa Kitts, Deputy Clerk (Seal)

APPROVED AS TO FORM:

By:_____
David Prentice, Interim County Counsel

COUNTY OF SUTTER

By:_____
Dan Flores, Chair
Sutter County Board of Supervisors

ATTEST:
_____, Clerk

By:_____
Deputy (Seal)

APPROVED AS TO FORM:

By:_____
Robyn Drivon, Interim County Counsel

COUNTY OF YOLO

By:_____
Jim Provenza, Chair
Yolo County Board of Supervisors

Attest: Julie Dachtler, Senior Deputy Clerk
Yolo County Board of Supervisors

By:_____
Deputy (Seal)

APPROVED AS TO FORM:

By:_____
Philip J. Pogledich, County Counsel

CALIFORNIA DEPARTMENT OF CHILD SUPPORT

By: _____
David Kilgore, Director
California Department of Child Support Services

Attachment: CSS Regionalization Agreement Amendment_final Colusa (6528 : Regional Child Support MOU Amendment)

COUNTY OF COLUSA, CA 3.13

Request For County Board of Supervisors Action

MEETING DATE: May 11, 2021

DEPARTMENT: Sheriff

FROM: Scott Lytal

SUBJECT: California State Parks Division of Boating and Waterways Annual Boating Safety and Enforcement Financial Aid Program Agreement

Adopt a Resolution authorizing the Sheriff to apply for and execute the California State Parks Boating and Waterways Safety and Enforcement financial aid program and approving an agreement with the **California Department of Parks and Recreation**, effective July 1, 2021, to sign reimbursement claims, and authorizing the County Auditor to certify the amount of prior year's vessel taxes.

Detailed Description/Background of Request

The Department of Parks and Recreation Division of Boating and Waterways annually provides funds for the Colusa County Sheriff's Office boating unit. Each year, for the past 20 years, the Colusa County Sheriff's Office has received these monies at the authorization of the Colusa County Board of Supervisors. The Boating Unit Patrol performs search and rescue operations, recovery of drowned bodies, enforcement of state and local measures for regulation of boating activities, inspection of vessels, and supervision of organized water events on the Sacramento River, East Park Reservoir, Letts Lake and a small portion of Cache Creek. These funds under this agreement are utilized by the Boating Unit for staffing costs (of officers assigned to the Boating Unit) as well as equipment operation and maintenance costs. Funds are not to be used for vessel purchases or general costs necessary in such as drug screening tests, background checks, psychological testing, fingerprinting fees, law enforcement training unrelated to boating safety and enforcement activities, and training in weaponry.

Prior Board Action

The Board has annually, considered and approved this financial aid application for the past 20 years.

Fiscal Impact/Funding Source

This is a revenue agreement. Funding of up to $107,210.00 is received through the Department of Parks & Recreation, Division of Boating & Waterways to cover costs as referenced above. This does not cover the entire cost of the program, which is budgeted at $131,773 for FY 20-21. This additional cost is covered by the Colusa County General Fund, or other Special Revenue

Funds.

Action For Clerk

Please obtain the proper signatures on the Resolution and return a Certified Copy to the Colusa County Sheriff for processing with the application. Obtain signatures on two agreements and mail to Ms. Joanna Andrade, Department of Parks and Recreation, Division of Boating and Waterways, One Capitol Mall, Suite 500, Sacramento, CA 95814.

ATTACHMENTS:

- Program Agreement DBW 2021-22 (DOC)
- Resolution 2021-22 (DOCX)

Boating Safety and Enforcement Financial Aid Program Agreement

This agreement entered into this ***1ST day of July, 2021***, by and between the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS hereinafter called "Department," and the ***COUNTY OF COLUSA,*** hereinafter called "Agency";

WITNESSETH

WHEREAS, Contingent on approval of **Governor's Fiscal Year 2021-22 Budget Act**, the Departme intends to agree with Agency for the purpose of performing boating safety and enforcement activities described in Title 14, California Code of Regulations Section 6593.3; and

WHEREAS, Agency is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this agreement and in accordance with Title 14, California Code of Regulations Section 6593 et seq.; and

WHEREAS, pursuant to Title 14, California Code of Regulations Section 6593.6, Department shall enter into an annual agreement with each participating agency;

NOW, THEREFORE, it is mutually agreed as follows:

I. Applicable Law

Agency shall observe and comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws, including, but not limited to, Harbors and Navigation Code Section 663.7 and Section 6593 et seq. of Title 14, California Code of Regulations. Agreement shall be deemed to be executed within the State of California and construed and governed by the laws of the State of California.

II. Description of Services

Agency shall conduct boating safety and enforcement activities in the jurisdiction of the Agenc in consideration of the payments hereinafter set forth.

III. Payments

A. Maximum Amount. The amount the Department shall be obligated to pay for services rendered under this agreement shall not exceed ***$107,210.00*** for the agreement term in full consideration of Agency's performance of the services described in this agreement.

B. Rate of Payment. The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.

Attachment: Program Agreement DBW 2021-22 (6531 : Boating and Waterways Agreement)

C. Submission of Claims. Agency shall submit claims for reimbursement to the Department contact person identified in paragraph V of this contract on a ___monthly **OR** ___quarterly basis. **(Please check one)**

D. Failure to Submit Claims. Claims for reimbursement shall be submitted within 60 days following the last day of the reporting period. Pursuant to Title 14, California Code of Regulations 6593.9 (i), the Department may reduce an Agency's allocation by five percent the Agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the Agency is late in filing a claim.

IV. Records

Agency shall maintain records pursuant to Section 6593.10 of Title 14, California Code of Regulations.

V. Notice

Notice shall be in writing and shall be deemed to have been served when it is deposited in t United States mail, first class postage prepaid, and addressed as follows:

TO DEPARTMENT	***TO AGENCY***
Ms. Joanna Andrade	*Colusa County Sheriff's Department*
Department of Parks and Recreation	*929 Bridge Street*
Division of Boating and Waterways	*Colusa, CA 95932*
One Capitol Mall, Suite 500	
Sacramento, CA 95814	

Either party may change the address to which subsequent notice and/or other communication can be s by giving written notice designating a change of address to the other party.

VI. Term

This agreement shall be for the term beginning **July 1, 2021**, and ending **June 30, 2022**.

VII. Prior Agreements

All prior agreements regarding this subject matter between Department and Agency are hereby terminated effective June 30 prior to the term beginning date of this agreement.

VIII. Amendment

No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

IX. Termination

Agency may terminate this agreement without cause in writing at any time. Department may terminate this agreement without cause upon a sixty (60) days written notice served upon the Agency.

Attachment: Program Agreement DBW 2021-22 (6531 : Boating and Waterways Agreement)

X. Special Provisions

A. Agency hereby certifies that the obligations created by this agreement do not violate the provisions of Sections 1090 to 1096 of the Government Code.

B. This agreement shall have no force or effect until signed by the Department, Agency, and approved by the Department of General Services Legal Department, if required.

C. Agency shall continue with the responsibilities of this agreement during any dispute.

D. In the event of an allocation reduction for this program, an equal allotment will be decrease from every participant.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year firs above written.

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS

By: _____

California Department of Parks and Recreation, Division of Boating and Waterways

Date: _____

"Department"

COUNTY OF COLUSA

By: _____

Title: _____

Date: _____

"Agency"

Attachment: Program Agreement DBW 2021-22 (6531 : Boating and Waterways Agreement)

RESOLUTION NO. 21-___

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE COUNTY SHERIFF TO APPLY FOR FUNDING AND EXECUTE THE CALIFORNIA STATE PARKS BOATING AND WATERWAYS SAFETY AND ENFORCEMENT FINANCIAL AID PROGRAM AGREEMENT, TO SIGN REIMBURSEMENT CLAIMS AND AUTHORIZING THE COUNTY AUDITOR TO CERTIFY THE AMOUNT OF THE PRIOR YEAR'S VESSEL TAXES

WHEREAS, Section 6593.1 of Article 4.5.l of Chapter 1 of Division 4 of Title 14 of the California Code of Regulations provides that the Boating and Safety Enforcement Financial Aid Program is a program designed to augment a participating agency's revenue for boating safety and enforcement activities;

WHEREAS, the County of Colusa is a participating agency, as defined by 14 CCR 6593.2(b), in the Boating and Safety Enforcement Financial Aid Program;

WHEREAS, Section 6593.6(a) of Article 4.5.1 of Chapter 1 of Division 4 of Title 14 of the California Code of Regulations requires that every participating agency shall enter into an annual contract with the California State Parks Department of Boating and Waterways prior to the start of the fiscal year;

WHEREAS, Section 6593.4 of Article 4.5.1 of Chapter 1 of Division 4 of Title 14 of the California Code of Regulations requires that an agency's application must include a resolution or minute order from the County Board of Supervisors authorizing the chairperson or a designated representative to sign the application and contract, sign each claim for reimbursement, and authorize the county auditor to certify the amount of prior year vessel taxes received by the County; and

WHEREAS, Section 663.7 (e) of the Harbors and Navigation Code requires that the department shall not allocate funds to any county or a public agency within a county unless the department receives a resolution adopted annually by the board of supervisors authorizing the county to participate in the program and certifying that the county will expend for boating safety programs during that year not less than an amount equal to 100 percent of the amount received by the county from personal property taxes on vessels. The money allocated to a county pursuant to subdivision (a) shall be used only for boating safety and enforcement programs, as specified in subdivision (a), that are conducted in that county.

NOW, THEREFORE, BE IT RESOLVED that the Sheriff of Colusa County is authorized, on behalf of the County of Colusa, to apply for funds, execute the California State Parks Boating and Waterways Boating Safety and Enforcement Financial Aid Program Agreement effective July 1, 2021, and sign each reimbursement claim, for the 2021-2022 Fiscal year.

Attachment: Resolution 2021-22 [Revision 1] (6531 : Boating and Waterways Agreement)

BE IT FURTHER RESOLVED that the Colusa County Auditor is authorized to certify the amount of the prior year's vessel taxes.

BE IT FURTHER RESOLVED that the County is authorized to participate in the Boating and Safety Enforcement Financial Aid Program and certifies that the County will expend money under the program during the year in an amount not less than an amount equal to 100 percent of the amount received by the county from personal property taxes on vessels.

PASSED AND ADOPTED this 11th day of May 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 Clerk

APPROVED AS TO FORM:

_____
Margaret Long, Interim County Counsel

Attachment: Resolution 2021-22 [Revision 1] (6531 : Boating and Waterways Agreement)

COUNTY OF COLUSA, CA **3.14**

Request For County Board of Supervisors Action

MEETING DATE: **May 11, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **Approve 10th Modification to California Forensic Medical Group**

Approve 10th Modification to **California Forensic Medical Group (CFMG) aka Wellpath,** for inmate medical services effective July 1, 2021.

Detailed Description/Background of request

The current jail medical services contract with CFMG (also known as Wellpath) expires on June 30, 2021. The original contract C11-169 was entered into on July 1, 2011 and has been modified several times. Due to the spread of Covid-19, the contract was again modified for an additional year in 2020. At this time, we are requesting a modification to extend the contract through June 20, 2022. Our goal is to put this out to Bid in January 2022.

Prior Board Action

C11-169 original contract approved July 1, 2011, since that time there has been 9 modifications to the contract.
C11-169 - Orig; C13-067 1st Mod; C14-160 2nd Mod; C15-095 3rd Mod;
C16-121 4th Mod; C17-114 5th Mod; C17-214 6th Mod; C18-061 7th Mod; and
C20-102 9th Mod.

Fiscal Impact/Funding Source

1.2% increase; annual amount for services will increase from $582,036.55 to $589,020.99. The per diem will increase form $2.16 to $2.19

Budgeted 00101-2031-531801
Jail (2031) Prof Serv-Inmate Medical (531801)

Action for the Clerk

California Forensic Medical Group, Inc.
Jacqueline Neville
Executive Legal Administrative Assistant
1283 Murfreesboro Road, Suite 500
Nashville, TN 37217

ATTACHMENTS:

- Tenth Amendment for Inmate Medical Services (PDF)
- C20-102 9th Mod. California Forensic Medical Group (PDF)
- C19-156 8th Mod California Forensic Medical Group, Inc. (PDF)
- C18-061 7th Mod. California Forensic Medical Group Inc (PDF)
- C17-214 6th Mod California Forensic Medical Group (PDF)
- C17-114 5th Mod CA Forensic Medical Group, Inc (PDF)
- C16-121 4th Mod California Forensic Medical Group (PDF)
- C15-095 3rd Mod California Forensic Medical Group -CFMG (PDF)
- C14-160 2nd Mod California Forensic Medical Group-CFMG (PDF)
- C13-067 1st Mod California Forensic Medical Group- CFMG (PDF)
- C11-169 California Forensic Medical Group (PDF)

CFMG
California Forensic Medical Group
INCORPORATED

April 13, 2021

Neil Cotter, Lieutenant
Colusa County Sheriff's Office
Correctional Services Division
929 Bridge Street
Colusa, CA 95932

Re: Tenth Modification of Contract C11-169 for Inmate Medical Services

Greetings Lieutenant Cotter:

California Forensic Medical Group, Inc. ("CFMG") is proud to partner with Colusa County and we are excited to move into another year of delivering quality healthcare to your inmates.

Per Section 1.01 of the Contract C11-169 for Inmate Medical Services between County of Colusa and California Forensic Medical Group, Inc. (the "Agreement"), the current termination date of the agreement is June 30, 2021. CFMG would like to offer an additional one-year extension, beginning July 1, 2021 through June 30, 2022.

As set forth in Section 3.02, as amended in the Fifth Modification C17-114, the base price and per diem rate will be adjusted annually on the anniversary date of the agreement based on the percentage increase or decrease of the medical care component of the Consumer Price Index for Urban Wage Earners and Clerical Workers in the West Region, for the month of February. This index is currently 1.2% for February 2021.

Application of the 1.2% increase revises the annual amount for professional health care services rendered at the Colusa County Adult Detention Facility for the period of July 1, 2021 through June 30, 2022 from **$582,036.55** to **$589,020.99**. The per diem will increase from **$2.16** to **$2.19**.

As such, Section 1.01 of the Agreement shall be amended and replaced in its entirety as follows:

> **Section 1.01.** The effective date of this agreement is July 1, 2011. Contractor will supply the total services described herein for the entire period of this contract through June 30, 2022. Thereafter, the agreement may be extended annually upon written agreement of the parties hereto.

Section 3.01 shall be amended and replaced in its entirety as follows:

> **Section 3.01.** In consideration for the services to be performed by Contractor, County agrees to pay Contractor the sum of $589,020.99 for services to the inmate population for the period of July 1, 2021 to June 30, 2022 in twelve equal installments on or before the tenth day of each month.

Section 3.03 shall be amended and replaced in its entirety as follows:

> **Section 3.03.** County shall make an adjustment to the flat rate, if the average daily inmate population exceeds 75 on a quarterly average. The amount of the adjustment shall be $2.19 per day. The payment for any such adjustments will be made on a quarterly basis. Contractor shall rebate $2.19 to the County per inmate for a quarterly average inmate population of less than 55 with a maximum adjustment of 10 inmates per quarter.

Attachment: Tenth Amendment for Inmate Medical Services (6540 : Approve 10th Modification to CFMG aka Wellpath)

CFMG
California Forensic Medical Group
INCORPORATED

Please sign this Amendment in the space provided and email a signed copy to Andrea Knox, Retention Specialist, at ***akknox@wellpath.us***. In accordance with Section 3.05, this letter shall serve as the Tenth amendment to the Agreement and shall be effective upon the signature of both parties. All other terms of the current Agreement shall remain in full force and effect.

Please do not hesitate to contact David Garzoli, Regional Director of Operations for Colusa County, at 707-349-9263 with any questions or concerns you may have.

We look forward to continued success working together.

Sincerely,

Cindy P. Watson

Cindy Watson, Chief Operating Officer
California Forensic Medical Group, Inc.

COUNTY OF COLUSA

By: _____
Name: Gary J. Evans
Title: Chairman, Board of Supervisors
Date:

ATTEST Wendy G. Tyler, Clerk to the Board of Supervisors
By: _____
Name: Melissa Kitts
Title: Deputy Clerk
Date:

APPROVED AS TO FORM:

By: _____
Name: David Prentice
Title: Interim County Counsel
Date:

Attachment: Tenth Amendment for Inmate Medical Services (6540 : Approve 10th Modification to CFMG aka Wellpath)

CFMG
California Forensic Medical Group
INCORPORATED

April 23, 2020

Neil Cotter, Lieutenant
Colusa County Sheriff's Office
Correctional Services Division
929 Bridge Street
Colusa, CA 95932

Re Ninth Modification of Contract C11-169 for Inmate Medical Services

Greetings Lieutenant Cotter.

California Forensic Medical Group, Inc ("CFMG") is proud to partner with Colusa County and we are excited to move into another year of delivering quality healthcare to your inmates

Per Section 1.01 of the Contract C11-169 for Inmate Medical Services between County of Colusa and California Forensic Medical Group, Inc (the "Agreement"), the current termination date of the agreement is June 30, 2020 Wellpath seeks to extend the term for an additional one-year period, beginning July 1, 2020 through June 30, 2021.

As set forth in Section 3 02, as amended in the Fifth Modification C17-114, the base price and per diem rate will be adjusted annually on the anniversary date of the agreement based on the percentage increase or decrease of the medical care component of the Consumer Price Index for Urban Wage Earners and Clerical Workers in the West Region, for the month of February While this index is currently 7 1% for February 2020, CFMG proposes an increase of 3 5% for the 2020-2021 renewal year

Application of the 3.5% increase revises the annual amount for professional health care services rendered at the Colusa County Adult Detention Facility for the period of July 1, 2020 through June 30, 2021 from **$562,354.15** to **$582,036.55** The per diem will increase from **$2.09** to **$2.16**

As such, Section 1.01 of the Agreement shall be amended and replaced in its entirety as follows:

> **Section 1 01.** The effective date of this agreement is July 1, 2011 Contractor will supply the total services described herein for the entire period of this contract through June 30, 2021 Thereafter, the agreement may be extended annually upon written agreement of the parties hereto

Section 3 01 shall be amended and replaced in its entirety as follows

> **Section 3.01.** In consideration for the services to be performed by Contractor, County agrees to pay Contractor the sum of $582,036.55 for services to the inmate population for the period of July 1, 2020 to June 30, 2021 in twelve equal installments on or before the tenth day of each month

Section 3 03 shall be amended and replaced in its entirety as follows

> **Section 3.03.** County shall make an adjustment to the flat rate, if the average daily inmate population exceeds 75 on a quarterly average. The amount of the adjustment shall be $2 16 per day The payment for any such adjustments will be made on a quarterly basis. Contractor shall rebate $2 16 to the County per inmate for a quarterly average inmate population of less than 55 with a maximum adjustment of 10 inmates per quarter

Attachment: C20-102 9th Mod. California Forensic Medical Group (6540 : Approve 10th

CFMG
California Forensic Medical Group
INCORPORATED

Please sign this Amendment in the space provided and email a signed copy to Andrea Knox, Partner Services Specialist, at ***akknox@wellpath.us*** In accordance with Section 3 05, this letter shall serve as the Ninth amendment to the Agreement and shall be effective upon the signature of both parties All other terms of the current Agreement shall remain in full force and effect

Please do not hesitate to contact George McKnight, Regional Director of Operations for Colusa County, at 530-277-7161 with any questions or concerns you may have

We look forward to continued success working together

Sincerely,

Cindy P. Watson

Cindy Watson, Chief Operating Officer
California Forensic Medical Group, Inc

COUNTY OF COLUSA

By: _____
Name: Denise J Carter
Title: Chair
Date:

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

By: _____
Name Patricia Rodriguez
Title Clerk
Date

APPROVED AS TO FORM:

By. _____
Name Marcos Kropf
Title. County Counsel
Date

Attachment: C20-102 9th Mod. California Forensic Medical Group (6540 : Approve 10th

C19-156

Eighth Modification of Contract C11-169 for Inmate Medical Services

This Eighth Modification of Contract C11-169 for Inmate Medical Services is between the County of Colusa (County), a political subdivision of the State of California, and California Forensic Medical Group, Inc. (Contractor), a California corporation.

Background

On July 1, 2011, the parties executed contract C11-169 for the provision of medical services for inmates of the Colusa County Adult Detention Facility ("Contract").

On April 30, 2013, the parties executed a First Modification (C13-067) to the Contract, modifying Section 3.01 of Article III of the Contract, increasing compensation paid to Contractor.

On July 29,2014, the parties executed a Second Modification (C14-160) of the Contract modifying Section 1.01 of Article I, changing the termination date of the Contract from June 30, 2014 to June 30, 2015 and additionally modifying Section 3.01 of Article III changing Contractor's flat rate compensation to $434,426.88.

On June 16, 2015, the parties executed a Third Modification (C15-095) of the Contract modifying the ending date of the Contract to June 30, 2016 and increasing the compensation paid to Contractor.

On July 1, 2016, the parties executed a Fourth Modification (C16-121) of the Contract modifying the ending date of the Contract to June 30, 2017, and modifying Section 3.01 of the Contract to increase the compensation paid to Contractor.

On June 13, 2017, the parties executed a Fifth Modification (C17-114) of the Contract modifying the ending date of the Contract to June 30, 2018, and modifying Section 3.01 of the Contract to increase the compensation paid to Contractor.

On November 17, 2017, the parties executed a Sixth Modification (C17-214) of the Contract, increasing the compensation paid to Contractor under Section 3.01 of the Contract as well as adopting an updated staffing plan under Exhibit "C" of the Agreement.

On May 15, 2018, the parties executed a Seventh Modification (C18-061) of the Contract modifying the ending date of the Contract to June 30, 2019, and modifying Section 3.01 increasing the Compensation/Flat Rate paid to Contractor, also modifying Section 3.03 increasing the Compensation/Population Adjustment/Rebate.

The parties now want to execute an Eighth Modification to extend the term of the Contract and increase the compensation paid to Contractor.

Modification

Attachment: C19-156 8th Mod California Forensic Medical Group, Inc. (6540 : Approve 10th Modification to CFMG aka Wellpath)

C19-156

The parties agree to modify the Contract effective June 11, 2019 as follows:

1. Section 1.01, Term of Contract is modified by extending the termination date from June 30, 2019 to June 30, 2020

2. Section 3.01, Compensation of the Contract is modified to increase the compensation to $562,354.15 as specified in Attachment "A".

3. Section 3.03, Compensation, Per Diem Rate, is modified to increase the rate from $2.01 per day to $2.09 per day as specified in Attachment "A".

COUNTY OF COLUSA

Date: 8/13/19

Kent S. Boes, Board Chair

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

Cindy Watson Date: 8/22

Signature

Cindy Watson, COO

Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by Melissa Kitts

Melissa Kitts, Deputy

Attachment: C19-156 8th Mod California Forensic Medical Group, Inc. (6540 : Approve 10th Modification to CFMG aka Wellpath)

C19-156

ATTACHMENT "A"

wellpath
To hope and healing.

April 9, 2019

Neil Cotter, Lieutenant, Correctional Services
Colusa County Sheriff's Office
929 Bridge Street
Colusa, CA 95932

Re: 2019 – 2020 Contract Renewal for Inmate Medical Services

Greetings Lt. Cotter:

I hope this letter finds you well. Wellpath is proud to partner with Colusa County and we are excited to move into another year of delivering quality healthcare to your inmates.

Contract Renewal and Annual Adjustment

Per Section 1.01, the current term of our contract will end June 30, 2019 and this letter is to express our intent to extend the agreement for an additional one-year period, effective July 1, 2019 through June 30, 2020.

Per Sections 3.02 and 3.03, the compensation and per diem rate will be adjusted annually based on the percentage change of the Medical Care CPI Component for Urban Wage Earners and Clerical Workers in the San Francisco-Oakland-San Jose (*now San Francisco-Oakland-Hayward*) region for the month of February, currently 4.1% for February 2019.

The 4.1% increase revises the base annual compensation for professional medical services rendered at the Colusa County Adult Detention Facility from **$540,197.07** to **$562,345.15** (billed **$46,862.10** monthly). The per diem will increase from **$2.01** to **$2.09**.

Staff Schedule Change

As discussed, we mutually agree to modify the schedule to reflect all staff will now move to 8-hour shifts, beginning between 6am and 8am. Below is the revised staffing matrix noting this change for reference.

Colusa County Staffing Matrix									
TITLE	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Week	FTEs
	Days								
Medical Director/Physician	4							4	0.100
Charge RN/FNP	8	8	8	8	8			40	1.000
LVN						8	8	16	0.400
Clerical		4						4	0.100
Subtotal								***64***	***1.600***
TOTAL								*64*	*1.600*

Medical On-Call - 24/7
8-hour shifts begin between 6am and 8am

Wellpath[SM]
1283 Murfreesboro Road
Suite 500
Nashville, TN 37217
www.wellpathcare.com

Attachment: C19-156 8th Mod California Forensic Medical Group, Inc. (6540 : Approve 10th Modification to CFMG aka Wellpath)

C19-156

wellpath
To hope and healing.

On-Call Nurse Adjustment - ☐ Accepted

Wellpath is currently providing on-call nursing coverage 24 hours per day, 7 days per week to support and assist our onsite staff, at no additional cost to the County. We respectfully request your consideration to formally incorporate this coverage to our agreement effective July 1, 2019. **Annual cost impact: $21,144.**

If accepted by checking above, the annual cost of **$21,144** will be applied to the 2019 – 2020 Base compensation amount.

Thank you for the opportunity to present this proposal. Please do not hesitate to contact James Roemmich, Director of Operations for Colusa County, at 530-312-1665, with any additional questions or concerns you may have.

To affirm moving forward, please sign below and email a scanned copy to Andrea Knox, Partner Services Specialist, at akknox@wellpath.us. Upon receipt of the signed proposal, our Legal Department will begin drafting a formal contract amendment reflecting these changes and route to the appropriate County individuals for signature.

We are Wellpath. We are the right people, striving to ***always do the right thing***! We look forward to continued success working together.

Sincerely,

Cindy P. Watson

Cindy Watson
President, Local Government Healthcare Division

Cc: *James Roemmich, Director of Operations*
Adolfo Cisnero, Senior Director, Partner Services

The undersigned is authorized by Colusa County to accept the above terms.

Authorized Colusa County Representative	Date Signed
Print Name	Title

PLEASE NOTE: Final delivery of the contract amendment will be via email. If hard copies with original signatures are required, please indicate the number of copies needed: ____.

Wellpath℠
1283 Murfreesboro Road
Suite 500
Nashville, TN 37217
www.wellpathcare.com

Attachment: C19-156 8th Mod California Forensic Medical Group, Inc. (6540 : Approve 10th Modification to CFMG aka Wellpath)

C18-061

Seventh Modification of Contract C11-169 for Inmate Medical Services

This Seventh Modification of Contract Cll-169 for Inmate Medical Services is between the County of Colusa ("County"), a political subdivision of the State of California and California Forensic Medical Group, Inc. ("Contractor"), a California corporation.

Background

On July 1, 2011, the parties entered into Contract C11-169 for the provision of medical services for inmates of the Colusa County Adult Detention Facility ("Contract").

On April 30, 2013 the parties executed a First Modification (C13-067) to the Contact, modifying Section 3.01 of Article III of the Contract, increasing compensation paid to Contractor.

On July 29, 2014 the parties executed a Second Modification (Cl4-160) of the Contract modifying Section 1.01 of Article I, changing the termination date of the contract from June 30, 2014 to June 30, 2015 and additionally modifying Section 3.01 of Article III changing Contractor's flat rate compensation to $434,426.88.

On June 16, 2015 the parties executed a Third Modification (C15-095) of the Contract modifying the ending date of the Contract to June 30, 2016 and increasing the compensation paid to Contractor.

On July 1, 2016 the parties executed a Fourth Modification of the Contract modifying the ending date of the Contract to June 30, 2017, and modify Section 3.01 of the Contract to increase the compensation paid to Contractor.

On June 13, 2017 the parties executed a Fifth Modification (C17-114) of the Contract modifying the ending date of the Contract to June 30, 2018, and modifying Section 3.01 of the Contract to increase the compensation paid to Contractor.

On November 17, 2017, the parties executed a Sixth Modification (C17-214) of the Contract, increasing the compensation paid to Contractor under Section 3.01 of the Agreement, as well as adopting an updated staffing plan under Exhibit “C” of the Agreement.

The parties now wish to execute a Seventh Modification to modify the term of the contract, increase the compensation and modifying the population adjustment/rebate rate.

Modification

The parties agree to modify the Contract effective May 15, 2018, as follows:

1. Section 1.01, Term of Contract, is modified by extending the termination date from June 30, 2018 to June 30, 2019.

Attachment: C18-061 7th Mod. California Forensic Medical Group Inc (6540 : Approve 10th Modification to CFMG aka Wellpath)

C18-061

2. Section 3.01, Compensation, Flat Rate, is modified to increase the compensation to $540,197.07. Payments shall be made in twelve (12) equal monthly installments, on or before the tenth day of each month.

3. Section 3.03., Compensation, Population Adjustment/Rebate, is modified to adjust the flat rate from $1.81 per day to $2.01 per day.

COUNTY OF COLUSA

Date: 5/15/18

Gary J. Evans, Board Chair

CALIFORNIA FORENSIC MEDICAL GROUP

Date: 5/24/18

Signature

Briana Elvaiah CFO

Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by Patricia K

Patricia Rodriguez, Deputy Clerk

Attachment: C18-061 7th Mod. California Forensic Medical Group Inc (6540 : Approve 10th Modification to CFMG aka Wellpath)

C17-214

Sixth Modification of Contract Cll-169

This Sixth Modification of Contract Cll-169 for Inmate Medical Services is between the County of Colusa ("County"), a Political Subdivision of the State of California and California Forensic Medical Group ("Contractor"), a California Corporation.

Background

On July 1, 2011, the parties entered into Contract C11-169 for the provision of medical services for inmates of the Colusa County Adult Detention Facility ("Contract").

On April 30, 2013 the parties executed a First Modification (C13-067) to the Contact, modifying Section 3.01 of Article III of the Contract, increasing compensation paid to Contractor.

On July 29, 2014 the parties executed a Second Modification (Cl4-160) of the Contract modifying Section 1.01 of Article I, changing the termination date of the contract from June 30, 2014 to June 30, 2015 and additionally modifying Section 3.01 of Article III changing Contractor's flat rate compensation to $434,426.88.

On June 16, 2015 the parties executed a Third Modification (C15-095) of the Contract modifying the ending date of the Contract to June 30, 2016.

On July 1, 2016 the parties executed a Fourth Modification of the Contract modifying the ending date of the Contract to June 30, 2017, and modify Section 3.01 of the Contract to increase the compensation paid to Contractor.

On June 13, 2017 the parties executed a Fifth Modification (C17-114) of the Contract modifying the ending date of the Contract to June 30, 2018, and modifying Section 3.01 of the Contract to increase the compensation paid to Contractor.

The parties now want to modify the Contract to add weekend LVN staffing and clerical staffing, in addition to the corresponding compensation changes.

Modification

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

1. Contractor's Services – Section 2.02 is replaced as follows:

2.02. The staffing pattern is hereby modified to include the addition of weekend LVN hours, and Clerical Staff. An updated staffing pattern is attached hereto as Exhibit "C" and incorporated as part of this agreement.

2. Compensation, Flat Rate – Section 3.01 is replaced as follows:

3.01. The total annual compensation paid by COUNTY to CONTRACTOR for medical services for inmates of the Colusa County Adult Detention Facility for the period of December 1, 2017 through June 30, 2018 shall be increased to $305,521.57. Payments shall be made in seven (7) equal monthly installments, on or before the tenth day of each month.

Attachment: C17-214 6th Mod California Forensic Medical Group (6540 : Approve 10th Modification to CFMG aka Wellpath)

C17-214

COUNTY OF COLUSA

Gary J. Evans Date: 11/14/17

Gary J. Evans, Board Chair

CONTRACTOR

Signature Date: 12/4/17

Briana Elvaiah CFO

Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by Patricia R

Patricia Rodriguez, Deputy Clerk

Attachment: C17-214 6th Mod California Forensic Medical Group (6540 : Approve 10th Modification to CFMG aka Wellpath)

CERTIFIED BOARD ORDER
OF THE COLUSA COUNTY BOARD OF SUPERVISORS
County of Colusa, State of California

REGULAR MEETING OF: November 14, 2017

SUPERVISORS PRESENT: Supervisors Carter, Loudon, Vann, Boes, and Evans

SUPERVISORS ABSENT: None.

2. PURCHASING AND PROCUREMENT
Approve Contract No. **C17-214**, a Sixth Modification to Contract No. C11-169 with **California Forensic Medical Group (CFMG)** for inmate medical services at Colusa County Jail, adding weekend LVN staffing and clerical staffing, in addition to the corresponding compensation changes and authorize the Chair to sign.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kim Dolbow Vann, Supervisor
SECONDER:	Denise J. Carter, Supervisor
AYES:	Carter, Loudon, Vann, Boes, Evans

State Of California}
County of Colusa} ss.

I, Wendy G. Tyler, Clerk of the Board of Supervisors, in and for the County of Colusa, State of California, do hereby certify the foregoing to be a full, true and correct copy of AN ORDER made by the Board of Supervisors, as the same appears upon their minute book. WITNESS my hand and seal of said Board of Supervisors, affixed this 13th day of December 2017.
(SEAL)

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

By: Patricia Rodriguez
Patricia Rodriguez, Deputy Clerk

Attachment: C17-214 6th Mod California Forensic Medical Group (6540 : Approve 10th Modification to CFMG aka Wellpath)

COLUSA COUNTY, CA STAFFING PATTERN
ADP 75
Based on Contract 7/1/2011

POSITION	S	M	T	W	T	F	S	HRS	FTE	Facility	Job Code	CenterPoint Title
Charge RN/FNP		8-4	8-4	8-4	8-4	8-4		40	1	Jail	202110	Charge Registered Nurse
LVN	8						8	16	0.4	Jail		Licensed Vocational Nurse
Clerk		4						4	0.1	Jail	206225	Clerk

Medical Director Physician	Once Per week	4-Jan	0.1	Jail	203100	Physician
RN On Call	24 hours a day, seven days a week			Jail	202100	Registered Nurse
Medical On-Call	24 hours a day, seven days a week			Jail	203100	Physician

Days	8-4
Evenings	
Nights	

Attachment: C17-214 6th Mod California Forensic Medical Group (6540 : Approve 10th Modification to

Fifth Modification of Contract C11-169

This Fifth Modification of Contract C11-169 for Inmate Medical Services between the County of Colusa ("County"), a political subdivision of the State of California and California Forensic Medical Group, Inc. ("Contractor"), a California Corporation.

Background

On July 1, 2011, the parties entered into Contract No. C11-169 for the provision of medical services for inmates of the Colusa County Adult Detention Facility ("Contract"). On April 30, 2013, the parties executed a First Modification (C13-067) to the Contract, modifying Section 3.01 of Article III of the Contract, increasing compensation paid to Contractor.

On July 29, 2014, the parties executed a Second Modification (C14-160) of the Contract, modifying Section 1.01 of Article I, changing the termination date of the Contract from June 30, 2014 to June 30, 2015 and additionally modifying Section 3.01 of Article III changing Contractor's flat rate compensation to $434,426.88. On June 16, 2015, the parties executed a Third Modification (C15-095) of the Contract, modifying the ending date of the Contract to June 30, 2016. On July 1, 2016, the parties executed a Fourth Modification (C16-121) of the Contract, modifying the ending date of the Contract to June 30, 2017, and adjusting the compensation listed in Section 3.01 of the Contract to $460,095.68. The parties now want to modify the contract to extend the termination date, increase the compensation paid to Contractor, modify the CPI index calculation as set forth in the attached CPI Letter, and to increase the per diem rate.

Modification

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

1. Section 1.01 of the Contract is modified to change the termination date of the Contract from June 30, 2017 to June 30, 2018.

2. Section 3.01 of the Contract is removed and replaced with the following: "County agrees to pay Contractor $477,119.26 per fiscal year for medical services for inmates of the Colusa County Adult Detention Facility for the period from July 1, 2017 to June 30, 2018. Payments will be made in 12 equal installments on or before the tenth day of each month."

3. Section 3.02 of the Contract is modified to read as follows:

   Section 3.02. The base price in section 3.01 and the per diem rate in section 3.03 will be adjusted annually on the anniversary date of the agreement based on the following percentage:

   The average monthly percentage increase from February to February of each year for the CPI – Urban Wage Earners and Clerical Workers, not seasonally adjusted, West Urban Area, Medical Care, as published by the U.S. Bureau of Labor Statistics.

Attachment: C17-114 5th Mod CA Forensic Medical Group, Inc (6540 : Approve 10th Modification to CFMG aka Wellpath)

4. Section 3.03 of the Contract is modified to increase the per diem rate to $1.95, effective July 1, 2017.

COUNTY OF COLUSA

Date: 6/13/17

Gary J. Evans, Board Chair

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

Date: 7/24/17

Signature

Briana Elvaiah, Chief Financial Officer

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by

Melissa Kitts, Deputy

Attachment: C17-114 5th Mod CA Forensic Medical Group, Inc (6540 : Approve 10th Modification to CFMG aka Wellpath)

Inmate Medical Services

6/13/17

Sheriffs Dep

Fourth Modification of Contract C11-169

This Fourth Modification of Contract C11-169 for Inmate Medical Services is between the County of Colusa ("County"), a Political Subdivision of the State of California and California Forensic Medical Group ("Contractor"), a California Corporation.

Background

On July 1, 2011, the parties entered into Contract C11-169 for the provision of medical services for inmates of the Colusa County Adult Detention Facility ("Contract"). A copy of the Contract is on file with the Office of the Colusa County Board Clerk and is incorporated by reference into the Fourth Modification.

On April 30, 2013 the parties executed a Frist Modification (C13-067) to the Contact, modifying Section 3.01 of Article III of the Contract, increasing compensation paid to Contractor. A copy of the First Modification is on file with the Office of the Colusa County Board Clerk and is incorporated by reference into the Fourth Modification.

On July 29, 2014 the parties executed a Second Modification (C14-160) of the Contract modifying Section 1.01 of Article I, changing the termination date of the contract from June 30, 2014 to June 30, 2015 and additionally modifying Section 3.01 of Article III changing Contractor's flat rate compensation to $434,426.88. A copy of the Second Modification is on file with the Office of the Colusa County Board Clerk and is incorporated by reference into the Fourth Modification.

On June 16, 2015 the parties executed a Third Modification (C15-095) of the Contract modifying the ending date of the Contract to June 30, 2016. A copy of the Third Modification is on file with the Office of the Colusa County Board Clerk and is incorporated by reference into the Fourth Modification.

The parties now wish to modify Section 1.01 to change the termination date of the Contract, and modify Section 3.01 of the Contract to increase the compensation paid to Contractor.

Modification

Section 1.01 of the Contract is modified to change the termination date of the Contract from June 30, 2016 to June 30, 2017.

Section 3.01 of the Contract is removed and replaced with the following: "County agrees to pay Contractor $460,095.68 per fiscal year for medical services for inmates of the Colusa County Adult Detention Facility for the period from July 1, 2016 to June 30, 2017. Payments will be in 12 equal installments in or before the tenth day of each month."

Construction

All other terms and conditions of the contract shall remain in full force and effect, including

Attachment: C16-121 4th Mod California Forensic Medical Group (6540 : Approve 10th Modification to CFMG aka Wellpath)

subsequent modifications.

This Fourth Modification is executed in Colusa, California on this 1st day of July, 2016.

COUNTY OF COLUSA

Denise J. Carter, Board Chair

California Forensic Medical Group, Inc.

Donald Myll, Chief Financial Officer

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

ATTEST

for Wendy G. Tyler
Clerk to the Board of Supervisors

Attachment: C16-121 4th Mod California Forensic Medical Group (6540 : Approve 10th Modification to CFMG aka Wellpath)

Third Modification of Contract C11-169 for Inmate Medical Services

This third modification of Contract C11-169 for Inmate Medical Services is between the County of Colusa ("County"), a Political Subdivision of the State of California, and California Forensic Medical Group ("Contractor"), a California Corporation.

Background

On July 1, 2011, the parties entered into contract C11-169, for the provision of medical services for inmates of the Colusa County Adult Detention Facility ("Contract"). A copy of the contract is on file with the Office of the Colusa County Board Clerk and is incorporated by reference into this third modification.

On April 30, 2013 the parties executed contract modification C13-067 modifying Section 3.01 of Article III of the Contract, increasing compensation paid to Contractor.

On July 29, 2014 the parties executed contract modification C14-160 to modifying Section 1.01 of Article I, changing the termination date of the contract from June 30, 2014 to June 30, 2015 and additionally modifying Section 3.01 of Article III, changing Contractor's flat rate compensation to $434,426.88.

The parties now wish to further modify the Contract to extend the contract term so it ends on June 30, 2016 and increase Contractor compensation from $434,426.88 to $443,636.73.

Modification

Section 1.01 of Article I of the Contract (C11-169) is modified to change the ending date of the contract to June 30, 2016.

Section 3.01 of Article III of the Contract (C11-169) is modified to change the total compensation paid to Contractor to four hundred forty three thousand, six hundred thirty-six dollars and seventy three cents ($443,636.73)

Construction

All other terms and conditions of the contract shall remain in full force.

SIGNATURES ON PAGE 2 OF 2

Attachment: C15-095 3rd Mod California Forensic Medical Group -CFMG (6540 : Approve 10th Modification to CFMG aka Wellpath)

This third modification is executed in Colusa, California on this 16th day of June, 2015.

COUNTY OF COLUSA

Mark D. Marshall, Board Chair

CALIFORNIA FORENSIC MEDICAL GROUP

Signature

DONALD MYLL, CFO

Printed name and title

APPROVED AS TO FORM

6/16/2015

Marcos A. Kropf, County Counsel

ATTEST

Robert J. Muszar
Clerk to the Board of Supervisors

Attachment: C15-095 3rd Mod California Forensic Medical Group -CFMG (6540 : Approve 10th Modification to CFMG aka Wellpath)

Attachment: C15-095 3rd Mod California Forensic Medical Group -CFMG (6540 : Approve 10th Modification to CFMG aka Wellpath)

CFMG
California Forensic Medical Group
INCORPORATED

April 17, 2015

Lieutenant Miquel Villasenor
Colusa County Sheriff's Department
927 Bridge Street
Colusa, Ca 95932

Dear Lt. Villasenor:

Section 3.02 , of our Contract For Medical Services For Inmates Colusa County Adult Detention Facility, reads as follows:

"The base price in section 3.01 and the per diem rate in section 3.03 will be adjusted annually on the anniversary date of the agreement based on the following percentage: The percentage increase or decrease which shall be defined as the Urban Wage Earners and Clerical Workers Medical Care index for San Francisco/Oakland/san Jose Region for the period of February to February of each year."

The Bureau of Labor Statistics no longer reports Medical CPI information for this area. The area is in the West Urban region; therefore, we will be requesting a modification to our existing contract to substitute the Urban Wage Earners and Clerical Workers - West Urban Region - Medical Care CPI index.

If the Urban Wage Earners and Clerical Workers - West Urban Region - Medical Care CPI index is used, the statistic for the fiscal year 2015-2016 is 2.12%. The base annual rate effective July 1, 2015 would be $443,636.73 and the per diem rate will be $1.81. Copies of the statistics from the United States Department of Labor Statistics are attached.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Donald Myll
Chief Financial Officer

Cc: Sabrina Kiehn

2511 Garden Road, Suite A160
Monterey, CA 93940
Phone (831) 649-8994
FAX (831) 649-8286

Attachment: C15-095 3rd Mod California Forensic Medical Group -CFMG (6540 : Approve 10th Modification to CFMG aka Wellpath)

Databases, Tables & Calculators by Subject

Change Output Options: From: 2004 To: 2014 GO

☐ include graphs ☐ include annual averages More Formatting Options

Data extracted on: March 31, 2015 (8:13:55 PM)

Consumer Price Index - All Urban Consumers

Series Id: CUURA422SAM, CUUSA422SAM
Not Seasonally Adjusted
Area: San Francisco-Oakland-San Jose, CA
Item: Medical care
Base Period: 1982-84=100

Download: .xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2004		291.9		293.5		291.1		292.0		293.7		293.8	291.2	292.9
2005		297.2		299.8		299.4		300.6		303.6		305.0	298.3	302.6
2006		327.8		329.8		331.5		333.5		334.1		335.0	327.5	333.9
2007		347.866		349.093		352.603		356.895		359.529		359.637	348.373	358.100
2008		368.050		364.379		366.446		365.035		365.126		366.218	365.719	365.479
2009		378.985		380.788		380.852		381.788		383.107		383.477	378.980	382.572
2010		389.623		390.862		390.345		391.024		391.953		390.361	389.702	391.111
2011		399.176		399.599		400.465		400.231		401.392		403.330	398.900	401.412
2012		403.519		404.765		404.597		409.331		409.023		408.341	404.188	408.585
2013		416.539		412.620		425.278		425.098		426.542		431.700	416.722	427.243
2014		440.573		448.951										

Index discontinued June 2014. Area in the West Urban region.

Attachment: C15-095 3rd Mod California Forensic Medical Group -CFMG (6540 : Approve 10th Modification to CFMG aka Wellpath)

Databases, Tables & Calculators by Subject

FONT SIZE:

Change Output Options: From: 2005 To: 2015 GO

include graphs include annual averages More Formatting Options

Data extracted on: March 31, 2015 (8:39:47 PM)

Consumer Price Index - Urban Wage Earners and Clerical Workers

Series Id: CWUR0400SAM,CWUS0400SAM
Not Seasonally Adjusted
Area: West urban
Item: Medical care
Base Period: 1982-84=100

Download: .xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2005	314.0	317.1	318.5	319.7	320.9	321.2	322.7	322.4	323.2	325.0	326.9	327.7	318.6	324.7
2006	328.7	331.2	332.3	333.5	334.5	335.1	336.4	336.9	338.0	338.5	338.7	339.1	332.6	337.9
2007	344.581	347.672	349.986	350.472	350.104	351.645	353.234	354.726	355.233	356.313	357.984	358.532	349.077	356.004
2008	360.795	364.503	366.603	365.245	366.434	366.937	366.739	367.580	368.621	368.013	369.027	369.822	365.086	368.300
2009	375.412	379.460	380.044	381.475	381.716	381.902	383.112	383.834	385.336	385.965	386.445	386.722	380.002	385.236
2010	390.193	396.309	395.814	395.391	395.596	396.044	397.198	397.555	398.653	399.006	399.586	399.362	394.891	398.560
2011	400.951	406.834	406.545	407.725	407.796	407.845	408.856	408.770	409.311	411.983	412.189	413.547	406.283	410.776
2012	416.204	418.779	420.090	420.457	422.604	423.224	425.547	426.140	427.335	428.448	428.001	427.008	420.226	427.080
2013	428.516	431.358	431.156	429.113	428.767	430.589	430.985	433.246	433.865	434.029	434.678	434.788	429.917	433.599
2014	438.002	440.380	439.523	438.403	440.349	441.041	441.086	440.672	442.529	442.031	444.469	446.821	439.616	442.935
2015	447.724	449.699												

Feb 2014-15 2.12% increase

Attachment: C15-095 3rd Mod California Forensic Medical Group -CFMG (6540 : Approve 10th Modification to CFMG aka Wellpath)

Modification California Forensic Medical Group (CFMG) C15-095
6-16-15
sheriff/Jail

Second Modification of Contract C11-169

This second modification of Contract C11-169 ("Contract") is between the County of Colusa ("County"), a Political Subdivision of the State of California, and California Forensic Medical Group ("CFMG"), a California Corporation.

Background

On July 1, 2011, the parties entered into contract C11-169 for the provision of medical services for inmates of the Colusa County Adult Detention Facility. A copy of the contract is on file with the Office of the Colusa County Board Clerk, and is incorporated into this third modification by this reference as though set forth fully herein.

On April 30, 2013, the parties executed contract modification C13-067 to modify Section 3.01 of Article III to increase the compensation paid to CFMG.

The parties now wish to modify Section 3.01 of Article III to increase the compensation paid to CFMG. Additionally, the parties wish to modify Section 1.01 of Article I to change the termination date of the contract.

Modification

Section 1.01 of Article I is modified to change the termination date of the contract from June 30, 2014 to June 30, 2015.

Section 3.01 of Article III is modified to change the flat rate compensation paid to CFMG to four hundred thirty-four thousand, four hundred twenty-six dollars and eighty-eight cents ($434,426.88).

Construction

All other terms and conditions of the contract shall remain in full force and effect, including subsequent modifications.

This second modification is executed in Colusa, California on this 29th day of July, 2014.

COUNTY OF COLUSA

Kim Dolbow Vann, Board Chair

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

Dan Hustedt, Chief Administrative Officer

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

ATTEST

FOR Robert J. Muszar
Clerk to the Board of Supervisors

Attachment: C14-160 2nd Mod California Forensic Medical Group-CFMG (6540 : Approve 10th Modification to CFMG aka Wellpath)

C11-164

CONTRACT FOR MEDICAL SERVICES FOR INMATES OF COLUSA COUNTY ADULT DETENTION FACILITY

THIS CONTRACT is made this 1st day of July, 2011, between CALIFORNIA FORENSIC MEDICAL GROUP, INCORPORATED, independent contractor, having a principal place of business at Cannery Row Park Plaza, 300 Foam Street, Suite B, Monterey, California 93940, hereinafter referred to as "Contractor", and the COUNTY OF COLUSA, hereinafter referred to as "County".

RECITALS

1. The County of Colusa is required by law to provide health care services to inmates in the custody of the County Sheriff. County desires to engage the services of a qualified outside medical provider to provide these services.

2. Contractor desires to provide these services to inmates in the custody of the Colusa County Sheriff.

AGREEMENT

ARTICLE I.
TERM OF CONTRACT

Section 1.01. The effective date of this agreement is July 1, 2011. Contractor will supply the total services described herein for the entire period of this contract through June 30, 2014. Thereafter, the agreement may be extended annually upon written agreement of the parties hereto.

ARTICLE II.
SERVICES TO BE PERFORMED BY CONTRACTOR

Section 2.01. No relationship of employer and employee is created by this Contract; it being understood that Contractor is an independent contractor, and none of the attending physicians, nursing personnel, administrative support personnel or other persons performing services for Contractor pursuant to this Contract, whether said person be member, partner, employee, subcontractor, or otherwise, shall have any claim under

Attachment: C14-160 2nd Mod California Forensic Medical Group-CFMG (6540 : Approve 10th Modification to CFMG aka Wellpath)

be member, partner, employee, subcontractor, or otherwise, shall have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability unemployment insurance benefits, or employee benefits of any kind.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging or any other terms of employment or requirement of law, shall be determined by Contractor, and County shall have no right or authority over such employment, except as provided in this Contract.

Contractor's Services

Section 2.02. Contractor agrees to perform the services and comply with all terms and conditions of the proposal submitted by Contractor (Exhibit "A"). Also included as part of this agreement is (Exhibit "B") Price Proposal and (Exhibit "C").Staffing pattern which are incorporated as part of this agreement.

Method of Performing Services

Section 2.03. Contractor will determine the method, details, and means of performing the above-described services within the parameters outlined within this contract including all exhibits and attachments. Contractor retains the right to make minor procedural changes that do not conflict with the intent of this agreement.

Employment of Assistants

Section 2.04. Contractor may, at Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

Equipment and Facilities

Section 2.05.

(a) The County shall provide the space, housekeeping, furniture, fixtures, utilities, telephone (excluding toll calls), security, and other similar items necessary for the efficient operation of the health care delivery system. County agrees to provide only the medical equipment currently on premises. If said medical equipment requires replacement or repair Contractor shall replace or repair, at Contractor's

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expense, said equipment with the same or comparable medical equipment and working order.

(b) Contractor shall provide all medically necessary equipment, small tools, instruments, and supplies, including but not limited to, medicines, drugs, dressings, instruments, gloves, and medical/dental personnel wearing apparel. Contractor shall provide for disposal of contaminated waste in accordance with California regulations.

(c) Contractor shall maintain all medical and office equipment regardless of ownership, that is used for the performance of this Contract.

Hours and Personnel

Section 2.06.

(a) Contractor shall maintain adequate health personnel to provide services required herein. Contractor shall maintain the staffing pattern, hours, and availability described in Exhibit "A" as the minimum staffing level. The hours and availability as set forth in Exhibit "A" may be modified by written mutual consent.

(b) Contractor's employees performing professional medical services shall be duly licensed in the State of California, except for medical residents and interns following a course of study, authorized for training by the Contractor. The employees shall practice medicine in accordance with accepted medical standards in the community.

(c) Contractor shall have a Medical Director who will be responsible to assure the quality of health care provided and who will also supervise the practice of nurse practitioners, registered nurses, or other ancillary personnel, should such personnel be utilized.

(d) Contractor shall hire and maintain a registered nurse who will be the on-site Program Administrator and will be designated as the liaison person between Contractor and County. The Program Administrator shall be responsible for the investigation of all complaints that relate to Contractor's operations. These investigations shall be summarized in writing and will include Contractor's findings, position and corrective plan, as applicable.

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(e) Copies of licenses and/or records of certification for all medical personnel are to be furnished to the Medical Director who must at all times have them available for examination. Copies of these shall be maintained on-site in the medical unit.

(f) Contractor shall be responsible for time and attendance accountability.

(g) County's Sheriff reserves the right to perform background or security checks of Contractor's employees as a condition of granting them access to the County detention facilities. The Sheriff has the sole discretion to determine security acceptability of all Contractor personnel at any time during the contract period, and personnel found to be unacceptable security risk shall not be given access to facilities. No new employee shall be brought to a facility without the prior approval of the Sheriff.

(h) The Contractor shall comply with all provisions of federal, state, and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, handicap, or national origin or other prohibited basis.

(i) Contractor will be responsible for medical costs for only those inmates and detainees who have been medically cleared, booked, and physically placed in the facilities. Contractor will not be responsible for pre-booking medical costs or medical costs for inmates booked outside of the facilities.

Records and Reports

Section 2.07.

(a) Existing medical records and medical records prepared by the Contractor shall be the property of the County. Contractor shall be the custodian of said medical records and adhere to confidentiality of records as per Exhibit "A". During the term of this agreement, the County of Colusa shall have access to inmate medical records. Such access to be provided as needed to the County Counsel or to any person designated in writing by the County Counsel.

(b) Contractor shall have access to these records after the termination of this contract for the purpose of preparing for litigation or anticipated litigation in connection with services provided under this agreement. Medical records, as stated in this section, shall also include psychiatric or mental health records.

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Administrative Requirements

Section 2.08.

(a) Contractor shall design, prepare, and implement all policies, procedures, and protocols necessary to perform all required services under this agreement.

(b) Contractor shall comply with all County departmental procedures as applicable to detention facilities and as determined by County. This shall include, but not necessarily be limited to, such items as inmate security, health policies set by the Health Officer, and mental health policies relating to the transfer of inmates.

(c) Contractor shall ensure that the health care status, both physical and mental, of committed persons admitted to outside facilities, is reviewed to ensure that the duration and cost of this stay is no longer or more intensive than medically necessary.

(d) Contractor shall ensure that its staff document all health care encounters in the inmate's medical record, legibly, in a problem oriented format, including diagnosis and treatment plan.

(e) Contractor shall cooperate with County in any effort to receive funding from outside funding sources, including but not limited to, the implementation of the inmate co-pay program.

(f) Contractor shall make all referral arrangements for treatment of covered individuals whose problem(s) extend beyond the scope of services provided on-site.

(g) Contractor's responsibility for medical/surgical inpatient care in outside facilities shall be limited to Fifteen Thousand Dollars ($15,000) per medical surgical inpatient episode. Contractor will not be responsible for psychiatric hospitalizations.

(h) Contractor shall supply appropriate medical personnel to attend any court proceeding as requested by County, involving any inmate person whose medical history, condition, problem or status is at issue.

(i) Contractor shall cooperate fully in aiding County to investigate, adjust, settle or defend any claim, action, or proceeding brought in connection with the operation of the County facilities health programs with which contractor may be connected.

(j) Contractor shall secure and maintain continuously, all necessary licenses and certifications necessary for performance under this agreement.

ARTICLE III.
COMPENSATION

Flat Rate

Section 3.01. In consideration for the services to be performed by Contractor, County agrees to pay Contractor the sum of $394,140 for services to the inmate population for the period of July 1, 2011 to June 30, 2012 in twelve equal installments on or before the tenth day of each month.

Annual Price Adjustments

Section 3.02. The base price of in section 3.01 and the per diem rate in section 3.03 will be adjusted annually on the anniversary date of the agreement based on the following percentage:

The percentage increase or decrease which shall be defined of the Urban Wage Earnrs and Clerical Workers Medical Care Index for San Francisdco/Oakland/San Jose Region for the period of February to February of each year.

Population Adjustment/Rebate

Section 3.03. County shall make an adjustment to the flat rate, if the average daily inmate population exceeds 75 on a quarterly average. The amount of the adjustment shall be $1.81 per day. The payment for any such adjustments will be made on a quarterly basis. Contractor shall rebate $1.81 to the County per inmate for a quarterly average inmate population of less than 55 with a maximum adjustment of 10 inmates per quarter.

Third Party Payments

Section 3.04.

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(a) With respect to inmates who are provided off-site medical services and who have medical insurance, Contractor will notify the provider of the off-site medical services that inmate medical insurance is available.

(b) Contractor will assist the County in identifying inmates who are required to participate in co-pay for on-site services.

Adjustment to Price

Section 3.05. Changes in contractual provisions or services to be furnished under the contract may be only in writing and must be approved by the Colusa County Board of Supervisors and Contractor. Should a decision be made to increase or decrease the scope of the contract, the County and the Contractor will mutually agree to an adjusted contract price. Any adjustment to price shall become an amendment to this Agreement.

Section 3.06. Any modification in Exhibit "A" which does not affect cost must be requested in writing and approved by the Sheriff.

ARTICLE IV.
COMPLIANCE WITH MINIMUM JAIL STANDARDS

Section 4.01. Contractor will comply with all applicable laws regulating to medical services in local detention facilities in the State of California.

ARTICLE V.
RESEARCH

Section 5.01. No research projects involving inmates or detainees, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, shall be conducted without the prior written consent of the Sheriff, or his designee. The conditions under which research shall be conducted shall be agreed to by the Contractor and the Sheriff, or his designee and shall be governed by written guidelines. In every case, the written informed consent of each inmate or detainee who is a subject of a research project shall be obtained prior to the inmate's participation as a subject.

ARTICLE VI.
INDEMNIFICATION

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Section 6.01. Contractor agrees to indemnify, defend and save harmless, County, its agents, officers, and employees from and against all liability, expense, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with Contractor's operations or its services hereunder, including any workers' compensation suits, liability or expense, arising from or connected with services performed by Contractor or its agents and employees pursuant to this agreement.

County agrees to indemnify, defend and save harmless, Contractor, its agents, officers and employees from and against all liability, expense, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with County's operations or its services hereunder, including any compensation suits, liability or expense, arising from or connected with services performed by County or its agents and employees pursuant to this agreement.

ARTICLE VII.
INSURANCE

Section 7.01. The Contractor shall be responsible for maintaining, during the life of the contract, insurance that complies with the following minimum requirements.

1. Workers' Compensation and Employer's liability: Worker's Compensation limits in accordance with Section 3700 of the Labor Code of the State of California and Employer's liability limits of $1,000,000 per accident.

2. Comprehensive General Liability: $1,000,000 limit per single occurrence with $2,000,000 aggregate limit annually for bodily injury, personal injury and property damage.

3. Automobile Liability: $1,000,000 limit per single occurrence with $2,000,000 aggregate limit annually for bodily injury and property damage.

4. Professional Liability: Professional Liability insurance covering all medical professional staff $2,000,000 limited per occurrence and $5,000,000 in aggregate annually.

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The Contractor's insurance must act as primary coverage, not excess or contributing coverage, with regard to the subject contract.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt request, has been given to the County of Colusa.

General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

(a) The County, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the County, its officers, officials, employees, or volunteers.

(b) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

Verification of Coverage

Contractor shall furnish the County of Colusa with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

ARTICLE VIII.
METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENT

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Section 8.01. All notices, bills and payments shall be made in writing and may be given by personal deliver, or by mail. Notices, bills and payments sent by mail should be addressed as follows:

COUNTY:	Colusa County Sheriff's Department 927 Bridge Street Colusa, CA 95932
CONTRACTOR:	California Forensic Medical Group, Inc. 300 Foam Street, Suite B Monterey, CA 93940

and, when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

Section 8.02. All notices and other correspondence shall be mailed to the Sheriff. These County officials may elect a designee to act on their behalf, but absent a written designation, such notices and correspondence shall be mailed to:

Colusa County Sheriff's Department
927 Bridge Street
Colusa, CA 95932

ARTICLE IX.
MERGER

Section 9.01. This writing is intended both as the final expression of the Contract between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Contract, pursuant to California Code of Civil Procedure, Section 1856. No modification of this Contract shall be effective unless and until such modification is evidenced by a writing signed by both parties.

ARTICLE X.
TERMINATION

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Section 10.01. The County may terminate the Contract resulting from this request at any time the Contractor is in default. The County shall give the Contractor notice of such termination with stated reasons for the termination. If, after such notice, Contractor fails to remedy the conditions contained in the notice within 5 days, the County shall issue the Contractor an order to stop work immediately and to vacate the premises. Either party may terminate the Contract without cause upon giving 120 days written notice.

ARTICLE XI.
FAILURE TO PERFORM

Section 11.01. The services rendered under this Contract will be critical to the mandated responsibilities of the Sheriff. Therefore, the Contractor will reimburse the County all expenses incurred by the County in providing services which are the Contractor's responsibility.

ARTICLE XII.
NO WAVER OF BREACH

Section 12.01. The waiver by County of any breach of any term or promise contained in this Contract shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Contract.

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COUNTY OF COLUSA

By: _____
Chairman of the Board of Supervisors

Dated: 4/26/11, 2011.

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

By: _____

Dan Hutsell
Print or type name

Dated: 7-18-11, 2011.

ATTEST:

By: _____
County Clerk and Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By: _____
County Counsel

By: _____
Sheriff

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ON-SITE SERVICES AND OFF-SITE SERVICES

A

RECEIVING SCREENING

Medical Screening will be performed by trained correctional staff on all inmates, including transferees, immediately upon arrival at the Colusa County Correctional Facility. Screening shall include:

- ~ Visual observation and inquiry for medical and mental health problems and developmental disabilities
- ~ Inquiry regarding current illnesses or medications, communicable diseases, drug or alcohol abuse, seizure disorders, suicidal ideation, gynecological problems, possibility of current pregnancy, recent history of childbirth, miscarriage or abortion

Observation of:

- ~ Behavior - consciousness, mental status, appearance, conduct, tremors and sweating
- ~ Body deformities and ease of movement. Presence of medical prosthesis
- ~ Condition of skin - trauma markings, bruises, lesions, jaundice, rashes and infestations, needle marks or other indications of drug use
- ~ Slowness of speech or lack of comprehension of questions suggestive of developmental disabilities

Disposition:

- ~ Referral to appropriate health care staff, for follow-up and treatment.
- ~ Emergency room for evaluation and treatment for those conditions that are beyond the capability of on-site health services staff
- ~ Recommendations for housing (ie, general population, isolation, or special observation)

All findings will be recorded on the Intake Health Screening form. The individual conducting the screening will document all answers noting; Yes, No, Refuses to Answer, or Unable to Answer, to all questions on the form. A copy of the Intake Health Screening form will be included in the inmate's medical record.

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B DAILY TRIAGING OF COMPLAINTS

Inmates written health complaints and requests will be collected and triaged five days per week by qualified health services staff. Urgent requests will be seen by the on-site medical provider or nursing staff. During the times that medical staff are not on-site, correctional staff will solicit sick call requests and determine, based on the nature of the complaint and pre-determined written guidelines, whether the on-call health care staff is contacted, or the inmate is sent to emergency room, or scheduled for next sick call. Emergency requests will be seen immediately and transported as required. All sick call requests will have the following notations; date and time reviewed, signature of the health services staff, and disposition. (ie, scheduled for sick call, referred to mental health provider, transferred to off-site treatment facility.) All sick call requests will be filed in the inmates medical record.

The medical director will oversee the triage system utilized in the Colusa County Correctional Facility. CFMG has specific triage guidelines to assist nursing staff in responding to a variety of medical complaints. (ie, dental pain, alcohol withdrawal, pregnancy, diabetes, seizures.) To assure that staff are adequately trained to perform these tasks, CFMG provides a comprehensive orientation program. All nurses will be required to attend a regional certified physical assessment course designed for correctional nurses. These regional programs are sponsored by CFMG.

C HEALTH INVENTORY AND COMMUNICABLE DISEASE SCREENING

A complete gender specific health inventory and communicable disease screening will be completed on all inmates within 14 days of arrival at the facility. Communicable disease screening shall include at a minimum, screening for tuberculosis and other diseases in accordance to the findings of the health inventory. The completed history form and the intake health screening form will be reviewed with the inmate by a qualified health services professional.

Positive findings shall be recorded on the problem list. A follow-up plan of action will be developed and documented in the health record. Positive findings and conditions requiring further evaluation and/or treatment will be referred to the appropriate medical provider.

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D HEALTH CARE MAINTENANCE

A complete physical examination will be performed on all inmates by qualified health care personnel within six months from the date of incarceration.

E SICK CALL

Routine sick call will be conducted by a physician and/or qualified health care personnel (physician assistant/family nurse practitioner or RN operating under Standardized Procedures) at the Colusa County Correctional Facility five days a week (Monday - Friday). Health services staff will make every effort to conduct sick call in housing areas to minimize inmate movement.

Procedures for inmate access to medical care will be posted in booking areas in English and Spanish. These notices will also be posted in all inmate housing areas. In addition, verbal advisement of the sick call procedure will be given at the time of booking.

All sick call encounters will be documented in the inmate medical records to include date and time seen, assessment of the medical provider utilizing the SOAP format, treatment plan, advisement for follow-up, and signature of the treating provider.

F MEDICAL/SURGICAL INPATIENT CARE, EMERGENCY ROOM OR INMATES REQUIRING ACUTE HOSPITAL SERVICES

Inmates requiring acute hospital services such as critical and intensive care/monitoring and general surgery will be referred to Colusa Regional Medical Center. CFMG will assume all health related costs, subject to $15,000 per episode catastrophic limit, for inmates (excluding security) from the time of booking, medical clearance, and physical placement of an inmate into the jail facility. Escapees and inmates transferred to other custodial jurisdictions will not be CFMG's responsibility. No referrals will be made to any facility without the approval of the physician or on-call medical personnel (with the exception of life-threatening emergencies). The medical director will be responsible for liaison with hospital medical staff to transfer inmates back to custody as soon as it is medically feasible. All hospitals will be reimbursed based upon P.C. 4011.10 rates.

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G SPECIALTY SERVICES

Procedures and Overview:

CFMG will utilize specialists as medically indicated when such services cannot be provided on-site. Based on our experience, qualified and diligent medical staff on-site can significantly reduce the number of referrals to specialty clinics. The most utilized specialty clinics are obstetrics and orthopedic. All referrals to specialists and off site clinics will be approved by the medical director.

H EMERGENCY SERVICES

All health services staff shall be familiar with the common medical emergencies that may occur in the Colusa County Correctional Facility, and know the appropriate first aid procedures necessary to treat them. In addition, the names, addresses and telephone numbers of on-call medical personnel, ambulance company and local hospitals will be readily available. If a medical emergency is reported, the on-site health services staff will respond immediately with the appropriate equipment to assess the patient's condition and determine the course of treatment. If, in the opinion of health service staff, the patient requires treatment that is beyond on-site capabilities, he/she will notify the watch commander to request and specify mode of transportation (ie, ambulance or patrol car). Colusa Regional Medical Center will be utilized.

Medical professional staff will be on-call, 24 hours per day, seven days per week, to respond to medical and custody staff for routine or emergency situations as they arise.

I ANCILLARY SERVICES

CFMG will provide laboratory, x-ray and other required ancillary services. Laboratory services are currently provided through a statewide contract laboratory. All specimens will be collected and handled by on-site health services staff in accordance with accepted laboratory standards and transported to the laboratory for processing.

Grossly abnormal test results will be communicated to the health services staff immediately. All other results will be forwarded to the health services staff on a daily basis or as soon as possible.

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Routine x-ray services will be provided on-site through a contract with a national x-ray company and EKG machines will be available on-site. Specialized studies such as MRI, CAT scans, EEG and ultrasound will be provided through Colusa Regional Medical Center. For both specialty and ancillary off-site services, the RN will coordinate with the facility commander or designee to ensure efficient scheduling. Every attempt will be made to ensure that transportation and security costs are kept to a minimum.

J DENTAL CARE

Dental screening will be performed as part of the routine health assessment. Dental care will be provided to inmates under the direction of a licensed dentist. Treatment provided is based on the inmate's needs, length of stay and priorities listed below:

- Relief of pain and treatment of acute infections. This would include hemorrhage, toothaches, broken, loose, or knocked out teeth, abscesses, and dry sockets after extractions.
- Extraction of unsalvageable teeth.
- Repair of injured or carious teeth.
- Removal of irritation conditions that may lead to malignancies (if incarceration is prolonged).

Although treatment is not limited to simple extractions, elective restorative work that can reasonably be deferred without serious detriment to the patient should be considered the inmate's responsibility. Such work may, with custody's approval, be done during the period of incarceration at the inmate's expense. Otherwise, appropriate referral information should be supplied upon release. A record of dental treatment will be maintained in each patient's medical record. Inmate requiring emergency dental services will be transported to the Butte County Jail. Services will be provided by a CFMG dentist.

K MEDICAL RECORDS

The medical director and program manager will be responsible for the maintenance of individual health records. All medical records will be maintained in compliance with

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California State regulations and consistent with community standards of practice. The "Problem Oriented Medical Record" format is utilized throughout our system.
The health record will contain the following information:

- ~ Identifying information (e.g. inmate name, alias, ID #, date of birth)
- ~ Completed Receiving Screening form
- ~ Medical Evaluation Report
- ~ All findings, diagnosis treatments and dispositions
- ~ Problem list
- ~ Medication Administration Record
- ~ Laboratory, x-ray and diagnostic studies
- ~ Signed Informed Consent
- ~ Refusal forms
- ~ Place, date and time of all health encounters
- ~ Dental consultations/treatments
- ~ Psychiatric evaluations and treatments
- ~ Hospital Discharge Summaries
- ~ Transfer forms
- ~ Individual treatment plans as required
- ~ Allergy alert

Maintenance of Records

All health services staff will be responsible for maintaining current, accurate, and legible medical records.

Medical records shall be maintained in secure locked storage cabinets within the medical section. Access to medical records shall be limited to licensed health services staff and medical records personnel.

All examinations, treatments and procedures are governed by informed consent in the language spoken by the inmate. Any competent inmate may refuse medical care. Consent and Refusal forms will be completed as necessary and enclosed in the medical record.

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The health authority or his/her designee will share information with the facility manager as necessary to deliver medical treatment and to preserve the health and safety of inmates and staff in accordance with state regulations.

The physician-patient confidentiality privilege will apply to all medical records. All requests for medical information will require written consent of the inmate or subpoena. Alcohol and drug abuse information is confidential under federal regulations and may only be disclosed by specific written consent of the inmate.

CFMG will utilize the standardized "Inter-Facility Transfer of Medical Information" form to provide for continuity of care for those inmates being transferred to another correctional institution.

Existing medical records and medical records prepared by CFMG shall be the property of Colusa County and maintained by CFMG throughout the course of the contract. CFMG will not destroy medical records.

L **PHARMACEUTICALS AND MEDICAL SUPPLIES**

The FNP/RN will be responsible for purchasing of all supplies through purchasing agreements developed by our corporate staff. We have established formularies for pharmaceuticals and medical supplies which will be utilized. Pharmaceuticals will need to be ordered on an individual prescription basis. Psychiatric pharmaceuticals will be ordered under a separate account and paid for by Colusa County.

To assure safe, accurate methods of administering medication, CFMG will adhere to all state and federal laws and regulations regarding prescribing, dispensing and administration.

ANB Pharmacy will perform annual reviews of our on-site storage, inventory, monitoring of controlled substances, and review of ordering practices.

Administration of Medication

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Correctional staff will continue to administer medications as is currently the practice. Specific concerns unique to this setting, i.e., palming and cheeking of medication, hoarding medications for favors, or potential suicide attempts will also be discussed.

M CLINIC SPACE/EQUIPMENT

Adequate space, equipment, supplies, materials, and publications as determined by the health authority will be provided for the delivery of health care. CFMG will purchase all medical equipment and supplies required for Colusa County Facilities. As previously mentioned, CFMG has statewide contracts with pharmaceutical and supply vendors that service our sites. CFMG will safeguard all existing county owned equipment and replace as needed.

N MENTAL HEALTH SERVICES

Outpatient mental health services shall include screening, evaluation, diagnosis, treatment and referral services and will be available to all inmates in the Colusa County Jail. All mental health outpatient services shall be provided by qualified health services staff assigned through Colusa County Behavioral Health. Inmates requiring services beyond the on-site capability at the Colusa County Jail shall be referred to appropriate off-site providers as directed by mental health staff.

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All new inmates shall be observed and queried for signs or presence and history of mental illness, including suicidal behavior/ideations, and use of medication for psychiatric treatment as part of the intake health screening. Any inmate exhibiting or testifying to presence or history of mental illness will be seen initially by the RN who will make an assessment of the inmate's condition and refer to the mental health provider as required. CFMG health services staff will administer psychotropic medications as prescribed by the psychiatrist.

A Psychiatrist will be on-site once every other week at the Colusa County Jail. Colusa County will provide Mental Health On-call services 24 hours per day, 7 days per week. Inmates requiring special housing and/or observation for psychiatric reasons will be housed pursuant to consultation with the facility manager or watch commander and the responsible on-duty medical/mental health staff.

Crisis intervention and management of acute psychiatric episodes shall be handled initially by the R.N. In the event that the R.N. feels that an inmate meets criteria for Section 5150 of the W & I Code, they will follow county procedures for admission to the appropriate psychiatric inpatient setting. Inpatient psychiatric care will not be the financial responsibility of CFMG, Inc. Lab, pharmaceuticals, and diagnostic tests ordered by the psychiatrist will not be the financial responsibility of CFMG.

O DRUG AND ALCOHOL SERVICES

Inmates booked into the Colusa County Jail who are intoxicated shall be placed in detoxification cells and monitored by medical and custody staff in accordance with established written policies and procedures approved by the medical director and facility commander. Inmates will be evaluated on an individual basis by medical staff to determine the need for medically supported detoxification during incarceration.

The clinical management of chemically dependent inmates shall include diagnosis of chemical dependency by a physician or qualified health services staff. An individualized treatment plan will be developed and implemented, and a referral for community resources will be given upon release when appropriate.

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Inmates exhibiting signs of drug or alcohol withdrawal will be evaluated by health services staff. During the time health services staff are not on-site, and correctional staff suspect an inmate is experiencing withdrawal symptoms, they should transport the inmate to Colusa Regional Medical Center for medical clearance.

- Inmates identified by self or deputies as substance abusers shall be evaluated by health services staff to determine medical status.
- Evaluation, treatment, and referral shall be carried out in accordance with direct physician orders, or approved CFMG Protocols/Standardized Procedures.
- Opiate dependent pregnant inmates shall be evaluated by health services staff upon admission to the facility. Evaluation, treatment, and referral shall be in accordance with direct physician orders.
- Inmates who are unresponsive and/or whose condition is deemed by on-duty health services staff as unsuitable for housing in the jail shall be transported to Colusa Regional Medical Center for treatment.
- Inmates who have been treated for chemical dependency during their incarceration shall be counseled and referred to community resources upon release from the facility.

P **MISCELLANEOUS SERVICES, OTHER TITLE 15, AND CMA REQUIREMENTS**

Pregnant and Lactating Inmates

Comprehensive counseling and assistance are provided to pregnant inmates in keeping with their expressed desires in planning for their unborn children, whether desiring abortion, adoption service, or to keep the child.

All females shall be queried whether pregnant, recent delivery, miscarriage, or abortion as part of intake health screening completed upon admission to the facility. When pregnancy is determined, the patient will be scheduled for routine obstetric care with an off-site specialist. Prenatal and postnatal care shall be provided in accordance with the treatment plan established by off-site OB/GYN specialist. Opiate dependent pregnant inmates will be treated by direct orders of the responsible MD.

Attachment: C14-160 2nd Mod California Forensic Medical Group-CFMG (6540 : Approve 10th Modification to CFMG aka Wellpath)

Pregnant and lactating inmates will be given educational information and counseling regarding levels of activity, safety precautions and nutrition. Inmates desiring termination of pregnancy or adoption services shall be scheduled for counseling.

Medical Diets

Dietary services in the Colusa County Jail adhere to the standards outlined in Title 15, Section 1240-1249 of the California Administrative Code. The facility manager will arrange for an annual dietician review of the Dietary Manual.

In general, sufficient variety is offered so that individuals with specific dietary restrictions can meet their nutritional needs in an appropriate fashion. Simple instructions from the health services staff on how to properly select from the menu is offered. CFMG will coordinate for the provision of special diets with the County's food service coordinator.

Food Service Workers

Inmates assigned to work in food service areas shall receive a kitchen clearance examination prior to beginning work in the kitchen area. Included in this clearance will be TB screening. The food service director shall be responsible for monitoring the health and cleanliness of all inmate food handlers.

Communicable Disease

Communicable disease screening, continuing medical surveillance, case management and reporting are done pursuant to written procedures and guidelines. These procedures and guidelines are established and approved by the medical director, program manager, and the facility manager in accordance with state and local regulations and accepted community standards and practice. Universal precautions shall be practiced by all staff in the jail.

Inmates will be screened for communicable diseases during the Reviewing Screening process, Health Inventory & Communicable Disease Screening and sick call. Inmates identified as having or suspected of having a communicable disease will be treated in accordance to written standardized procedures, or by the direct order of the physician. TB testing will be performed as part of the Health Inventory & Communicable Disease Screening performed within 14 days of incarceration.

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CFMG will notify the Public Health Department of communicable diseases within the Colusa County Jail.

Treatment/Case Management

- Treatment and case management of inmates identified as having or suspected of having a communicable disease will be individualized in accordance with direct medical provider orders, written protocols, and standardized procedures and/or guidelines approved by the Medical Director.
- Infection Control Guidelines for Colusa County Jail.
- Exposure to Pathogenic Organism by CFMG staff
- Infection Control: Potential Exposure
- AIDS and Hepatitis B Isolation Guidelines

Reporting Custody - Health services staff will report incidence of communicable disease exposure to the officer in charge of the facility in accordance to CFMG "Communicable Disease Reporting Requirements" procedure.

Public Health Reporting - Health services staff shall report reportable communicable diseases to the Colusa County Public Health Department utilizing the *Confidential Morbidity Report Card*. Minimal information to be reported is: name, address, telephone number, occupation, diagnosis, sex, date of onset and diagnosis, and name and telephone number of the reporting physician. The inmate will be informed that the communicable disease will be reported to Colusa County Public Health and that he/she may be contacted for follow-up by a Colusa County Public Health Nurse.

Control and Treatment of Ectoparasites

Ectoparasitic infestation will be treated on an individual basis promptly and thoroughly to prevent the spread of communicable conditions within the facility. An inmate, complaining or suspected of being infested, will be examined by on duty health services staff. When lice or nits are found, the medical personnel will be responsible for overseeing the treatment.

Individuals suspected of having scabies will be isolated and placed on priority list for next sick call.

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Preventative Care/Inmate Education

Medical preventative maintenance, screening and education will be provided to inmates at the Colusa County Jail. Health education materials are provided to all inmates upon request.

In addition, individual patient education is provided on a regular ongoing basis during patient/staff encounters. Topics included, but not limited to are:

- ~ Sexually transmitted diseases
- ~ HIV/AIDS counseling
- ~ General health issues (alcohol, drug abuse education, prenatal care, diet and nutrition)
- ~ Tuberculosis

Inmates in Isolation/Administrative Isolation

To prevent depression, suicidal behavior and/or a digression of physical well being, inmates placed out of the general population in isolated cells for any reason shall be evaluated by health services staff three times per week to assess their physical and mental status. Evaluation will include notation of any bruises or self inflected injuries and comments on the inmate's general attitude and outlook. A notation will be placed in each inmate's chart after observation, to include date, time, findings, and name of evaluator.

Restraints

Inmates shall be placed in restraints by custody only with the approval of the facility manager or the watch commander.

Restraint devices shall only be used on inmates who display any of the following:

- ~ Bizarre behavior resulting in the destruction of cell furnishings;
- ~ Intent to harm themselves;
- ~ Intent to harm others; and/or,
- ~ Gravely disabled.

Continued retention shall be reviewed by the facility commander or watch commander at a minimum of every two hours.

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A medical opinion on placement and retention shall be secured as soon as possible but no later than 4 hours from the time of placement. Medical clearance for continued retention shall occur at least every six hours thereafter. A mental health consultation shall be secured within 8 hours.

Emergency First Aid/Staff and Visitors

CFMG will provide emergency first aid services to county staff and visitors within the confines of the Colusa County Jail. Health services staff will stabilize and arrange for transfer to an appropriate off-site facility.

First Aid Kits

First Aid Kits will be approved by the medical director or designee for content, location and inspection.

Continuity of Care

Patients will receive continuity of care from admission to discharge while in the Colusa County Jail, including referral to community care when indicated.

Health providers will obtain information regarding previous care when undertaking the care of a new patient. When the care of the patient is transferred, appropriate health information is shared with the providers in accordance with consent requirements.

A *Transfer of Medical Information* form will be completed and accompany inmates being transferred to another detention institution. Limited amounts of essential medications taken while in jail may be given to the inmate upon discharge by order of the physician.

Standardized Procedures

Standardized procedures have been developed through the collaborative efforts of nursing, medicine and administration. Nursing staff must be properly trained and approved by the responsible physician prior to utilizing standardized procedures. Only RN's will be authorized to operate under standardized procedures. These procedures will be reviewed at least once annually.

Direct Orders

Attachment: C14-160 2nd Mod California Forensic Medical Group-CFMG (6540 : Approve 10th Modification to CFMG aka Wellpath)

Treatment by qualified health trained personnel other than a physician or dentist is performed pursuant to direct orders written and signed by personnel authorized by law to give such orders.

All orders shall be recorded in the medical record. Verbal orders shall be documented as such in the medical record and countersigned by the responsible physician.

Special Needs/Individual Treatment Plans

A written individualized treatment plan shall be developed by qualified health services staff for inmates requiring close medical supervision, including chronic and convalescent care to include directions to health services and other staff regarding their roles in the care and supervision of these inmates.

Treatment plans shall include housing, dietary, medication, observation and monitoring, and follow-up referral as appropriate.

The facility manager or his designee shall be included in the development of treatment plans which include custody (e.g. housing, observation, transportation).

Prosthesis

Medical prosthesis and eyeglasses are provided when the health of the inmate would otherwise be adversely affected as determined by the responsible physician. All medical prosthesis will be cleared by custody staff.

Access to Health Care Services

Information regarding access to health care services shall be communicated verbally and in writing to inmates upon their arrival at the Colusa County Jail. Provision shall be made to communicate this information to non-English speaking inmates. Verbal explanations of the sick call procedure shall be communicated to all detainees at the time of booking.

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CALIFORNIA FORENSIC MEDICAL GROUP, INC.

COST PROPOSAL FOR JAIL INMATE MEDICAL SERVICES TO THE COLUSA COUNTY ADULT FACILITY

8.2.2 Price Proposal Elements

CFMG has been the provider of medical services for Colusa County since 2000. Our price proposal for comprehensive services for the period of July 1, 2011 to June 30, 2012 is $394,140. The price proposal is based on the following assumptions:

1) Staffing pattern as presented in proposal.
2) Average inmate population of 65 inmates
3) Responsible for inmates after they are medically cleared, physically placed and booked into the adult facility.
4) Catastrophic limit of $15,000 per medical surgical inpatient episode.
5) Per Diem charge of 1.81 per inmate for an quarterly average inmate population in excess of 75. Per Diem rebate of $1.81 for quarterly average inmate population of less than 55 with a maximum adjustment of 10 inmates per quarter.
6) Monthly price and Per Diem adjustment on July 1 of each year based on the consumer price index percentage increase or decrease which shall be defined as the United States City Average for Urban Wage Earners and Clerical Workers Medical Care Index for the San Francisco/Oakland/San Jose Region for the period of February to February of each year.
7) No responsibility for off-site or on-site mental health costs.
8) No requirement to apply for or achieve IMQ accredidation.
9) Liability for HIV medications will be limited to $5,000 aggregate annually.
10) Provision of our current insurance program.

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EXHIBIT "C"

COLUSA COUNTY STAFFING PATTERN

POSITION	S	M	T	W	T	F	S	HRS	FTE	FAC
Charge RN/FNP		8-4	8-4	8-4	8-4	8-4		40	1.0	Jail
Medical Director Physician	Once per week							2-4	.05-0.1	Jail
Medical On-Call	24 hours a day, seven days a week									Jail

Medical Group (CFMG)

7-29-14

Sheriff

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MODIFICATION

This Agreement is made by and between the County of Colusa, a political subdivision of the State of California (hereinafter County) and California Forensic Medical Group, Inc., (hereinafter Contractor) (collectively referred to as "parties.") The parties agree as follows:

RELATIONSHIP OF THE PARTIES

The parties agree that the provisions of that certain Agreement between them entitled **CONTRACT FOR MEDICAL SERVICES FOR INMATES OF COLUSA COUNTY ADULT DETENTION FACILITY** and designated Colusa County Contract C11-169 dated BY THE Board Chair June 28, 2011, shall continue in effect except as modified below. A copy of the original contract (C11-169 is attached hereto and incorporated herein by this reference as though set forth fully.

MODIFICATION

Section 3.01 of the Agreement is modified as follows:

County agrees to pay Contractor the sum of $411,504 for services to the inmate population for the period from July 1, 2013 to June 29, 2014.

In all other respects this Section 3.01 remains unchanged,

CONSTRUCTION

In the event of any conflict or inconsistency between the provisions of this modification agreement and the original contract, the provisions of this modification agreement shall control in all respects.

Executed at Colusa, California on April 30, 2013

County of Colusa:

By_____
Thomas A. Indrieri, Vice-chair
Board of Supervisors

California Forensic Medical Group, Inc.:

By_____
Dan Hustedt

APPROVED AS TO FORM:

By_____
John Ketelsen, Interim County Counsel

By_____
Scott D. Marshall, Sheriff Coroner
Colusa County

ATTEST: Kathleen Moran, County Clerk and ex officio Clerk to the Board of Supervisors

By_____
Ann Nordyke, Deputy Clerk

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Attachment: C13-067 1st Mod California Forensic Medical Group- CFMG (6540 : Approve 10th Modification to CFMG aka Wellpath)

CONTRACT FOR MEDICAL SERVICES FOR INMATES OF COLUSA COUNTY ADULT DETENTION FACILITY

THIS CONTRACT is made this 1st day of July, 2011, between CALIFORNIA FORENSIC MEDICAL GROUP, INCORPORATED, independent contractor, having a principal place of business at Cannery Row Park Plaza, 300 Foam Street, Suite B, Monterey, California 93940, hereinafter referred to as "Contractor", and the COUNTY OF COLUSA, hereinafter referred to as "County".

RECITALS

1. The County of Colusa is required by law to provide health care services to inmates in the custody of the County Sheriff. County desires to engage the services of a qualified outside medical provider to provide these services.

2. Contractor desires to provide these services to inmates in the custody of the Colusa County Sheriff.

AGREEMENT

ARTICLE I.
TERM OF CONTRACT

Section 1.01. The effective date of this agreement is July 1, 2011. Contractor will supply the total services described herein for the entire period of this contract through June 30, 2014. Thereafter, the agreement may be extended annually upon written agreement of the parties hereto.

ARTICLE II.
SERVICES TO BE PERFORMED BY CONTRACTOR

Section 2.01. No relationship of employer and employee is created by this Contract; it being understood that Contractor is an independent contractor, and none of the attending physicians, nursing personnel, administrative support personnel or other persons performing services for Contractor pursuant to this Contract, whether said person be member, partner, employee, subcontractor, or otherwise, shall have any claim under

Attachment: C13-067 1st Mod California Forensic Medical Group- CFMG (6540 : Approve 10th Modification to CFMG aka Wellpath)

be member, partner, employee, subcontractor, or otherwise, shall have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability unemployment insurance benefits, or employee benefits of any kind.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging or any other terms of employment or requirement of law, shall be determined by Contractor, and County shall have no right or authority over such employment, except as provided in this Contract.

Contractor's Services

Section 2.02. Contractor agrees to perform the services and comply with all terms and conditions of the proposal submitted by Contractor (Exhibit "A"). Also included as part of this agreement is (Exhibit "B") Price Proposal and (Exhibit "C").Staffing pattern which are incorporated as part of this agreement.

Method of Performing Services

Section 2.03. Contractor will determine the method, details, and means of performing the above-described services within the parameters outlined within this contract including all exhibits and attachments. Contractor retains the right to make minor procedural changes that do not conflict with the intent of this agreement.

Employment of Assistants

Section 2.04. Contractor may, at Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

Equipment and Facilities

Section 2.05.

(a) The County shall provide the space, housekeeping, furniture, fixtures, utilities, telephone (excluding toll calls), security, and other similar items necessary for the efficient operation of the health care delivery system. County agrees to provide only the medical equipment currently on premises. If said medical equipment requires replacement or repair Contractor shall replace or repair, at Contractor's

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expense, said equipment with the same or comparable medical equipment and working order.

(b) Contractor shall provide all medically necessary equipment, small tools, instruments, and supplies, including but not limited to, medicines, drugs, dressings, instruments, gloves, and medical/dental personnel wearing apparel. Contractor shall provide for disposal of contaminated waste in accordance with California regulations.

(c) Contractor shall maintain all medical and office equipment regardless of ownership, that is used for the performance of this Contract.

Hours and Personnel

Section 2.06.

(a) Contractor shall maintain adequate health personnel to provide services required herein. Contractor shall maintain the staffing pattern, hours, and availability described in Exhibit "A" as the minimum staffing level. The hours and availability as set forth in Exhibit "A" may be modified by written mutual consent.

(b) Contractor's employees performing professional medical services shall be duly licensed in the State of California, except for medical residents and interns following a course of study, authorized for training by the Contractor. The employees shall practice medicine in accordance with accepted medical standards in the community.

(c) Contractor shall have a Medical Director who will be responsible to assure the quality of health care provided and who will also supervise the practice of nurse practitioners, registered nurses, or other ancillary personnel, should such personnel be utilized.

(d) Contractor shall hire and maintain a registered nurse who will be the on-site Program Administrator and will be designated as the liaison person between Contractor and County. The Program Administrator shall be responsible for the investigation of all complaints that relate to Contractor's operations. These investigations shall be summarized in writing and will include Contractor's findings, position and corrective plan, as applicable.

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(e) Copies of licenses and/or records of certification for all medical personnel are to be furnished to the Medical Director who must at all times have them available for examination. Copies of these shall be maintained on-site in the medical unit.

(f) Contractor shall be responsible for time and attendance accountability.

(g) County's Sheriff reserves the right to perform background or security checks of Contractor's employees as a condition of granting them access to the County detention facilities. The Sheriff has the sole discretion to determine security acceptability of all Contractor personnel at any time during the contract period, and personnel found to be unacceptable security risk shall not be given access to facilities. No new employee shall be brought to a facility without the prior approval of the Sheriff.

(h) The Contractor shall comply with all provisions of federal, state, and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, handicap, or national origin or other prohibited basis.

(i) Contractor will be responsible for medical costs for only those inmates and detainees who have been medically cleared, booked, and physically placed in the facilities. Contractor will not be responsible for pre-booking medical costs or medical costs for inmates booked outside of the facilities.

Records and Reports

Section 2.07.

(a) Existing medical records and medical records prepared by the Contractor shall be the property of the County. Contractor shall be the custodian of said medical records and adhere to confidentiality of records as per Exhibit "A". During the term of this agreement, the County of Colusa shall have access to inmate medical records. Such access to be provided as needed to the County Counsel or to any person designated in writing by the County Counsel.

(b) Contractor shall have access to these records after the termination of this contract for the purpose of preparing for litigation or anticipated litigation in connection with services provided under this agreement. Medical records, as stated in this section, shall also include psychiatric or mental health records.

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Administrative Requirements

Section 2.08.

(a) Contractor shall design, prepare, and implement all policies, procedures, and protocols necessary to perform all required services under this agreement.

(b) Contractor shall comply with all County departmental procedures as applicable to detention facilities and as determined by County. This shall include, but not necessarily be limited to, such items as inmate security, health policies set by the Health Officer, and mental health policies relating to the transfer of inmates.

(c) Contractor shall ensure that the health care status, both physical and mental, of committed persons admitted to outside facilities, is reviewed to ensure that the duration and cost of this stay is no longer or more intensive than medically necessary.

(d) Contractor shall ensure that its staff document all health care encounters in the inmate's medical record, legibly, in a problem oriented format, including diagnosis and treatment plan.

(e) Contractor shall cooperate with County in any effort to receive funding from outside funding sources, including but not limited to, the implementation of the inmate co-pay program.

(f) Contractor shall make all referral arrangements for treatment of covered individuals whose problem(s) extend beyond the scope of services provided on-site.

(g) Contractor's responsibility for medical/surgical inpatient care in outside facilities shall be limited to Fifteen Thousand Dollars ($15,000) per medical surgical inpatient episode. Contractor will not be responsible for psychiatric hospitalizations.

(h) Contractor shall supply appropriate medical personnel to attend any court proceeding as requested by County, involving any inmate person whose medical history, condition, problem or status is at issue.

(i) Contractor shall cooperate fully in aiding County to investigate, adjust, settle or defend any claim, action, or proceeding brought in connection with the operation of the County facilities health programs with which contractor may be connected.

(j) Contractor shall secure and maintain continuously, all necessary licenses and certifications necessary for performance under this agreement.

ARTICLE III.
COMPENSATION

Flat Rate

Section 3.01. In consideration for the services to be performed by Contractor, County agrees to pay Contractor the sum of $394,140 for services to the inmate population for the period of July 1, 2011 to June 30, 2012 in twelve equal installments on or before the tenth day of each month.

Annual Price Adjustments

Section 3.02. The base price of in section 3.01 and the per diem rate in section 3.03 will be adjusted annually on the anniversary date of the agreement based on the following percentage:

The percentage increase or decrease which shall be defined of the Urban Wage Earnrs and Clerical Workers Medical Care Index for San Francisdco/Oakland/San Jose Region for the period of February to February of each year.

Population Adjustment/Rebate

Section 3.03. County shall make an adjustment to the flat rate, if the average daily inmate population exceeds 75 on a quarterly average. The amount of the adjustment shall be $1.81 per day. The payment for any such adjustments will be made on a quarterly basis. Contractor shall rebate $1.81 to the County per inmate for a quarterly average inmate population of less than 55 with a maximum adjustment of 10 inmates per quarter.

Third Party Payments

Section 3.04.

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(a) With respect to inmates who are provided off-site medical services and who have medical insurance, Contractor will notify the provider of the off-site medical services that inmate medical insurance is available.

(b) Contractor will assist the County in identifying inmates who are required to participate in co-pay for on-site services.

Adjustment to Price

Section 3.05. Changes in contractual provisions or services to be furnished under the contract may be only in writing and must be approved by the Colusa County Board of Supervisors and Contractor. Should a decision be made to increase or decrease the scope of the contract, the County and the Contractor will mutually agree to an adjusted contract price. Any adjustment to price shall beçome an amendment to this Agreement.

Section 3.06. Any modification in Exhibit "A" which does not affect cost must be requested in writing and approved by the Sheriff.

ARTICLE IV.
COMPLIANCE WITH MINIMUM JAIL STANDARDS

Section 4.01. Contractor will comply with all applicable laws regulating to medical services in local detention facilities in the State of California.

ARTICLE V.
RESEARCH

Section 5.01. No research projects involving inmates or detainees, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, shall be conducted without the prior written consent of the Sheriff, or his designee. The conditions under which research shall be conducted shall be agreed to by the Contractor and the Sheriff, or his designee and shall be governed by written guidelines. In every case, the written informed consent of each inmate or detainee who is a subject of a research project shall be obtained prior to the inmate's participation as a subject.

ARTICLE VI.
INDEMNIFICATION

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Section 6.01. Contractor agrees to indemnify, defend and save harmless, County, its agents, officers, and employees from and against all liability, expense, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with Contractor's operations or its services hereunder, including any workers' compensation suits, liability or expense, arising from or connected with services performed by Contractor or its agents and employees pursuant to this agreement.

County agrees to indemnify, defend and save harmless, Contractor, its agents, officers and employees from and against all liability, expense, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with County's operations or its services hereunder, including any compensation suits, liability or expense, arising from or connected with services performed by County or its agents and employees pursuant to this agreement.

ARTICLE VII.
INSURANCE

Section 7.01. The Contractor shall be responsible for maintaining, during the life of the contract, insurance that complies with the following minimum requirements.

1. Workers' Compensation and Employer's liability: Worker's Compensation limits in accordance with Section 3700 of the Labor Code of the State of California and Employer's liability limits of $1,000,000 per accident.

2. Comprehensive General Liability: $1,000,000 limit per single occurrence with $2,000,000 aggregate limit annually for bodily injury, personal injury and property damage.

3. Automobile Liability: $1,000,000 limit per single occurrence with $2,000,000 aggregate limit annually for bodily injury and property damage.

4. Professional Liability: Professional Liability insurance covering all medical professional staff $2,000,000 limited per occurrence and $5,000,000 in aggregate annually.

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The Contractor's insurance must act as primary coverage, not excess or contributing coverage, with regard to the subject contract.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt request, has been given to the County of Colusa.

General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

(a) The County, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the County, its officers, officials, employees, or volunteers.

(b) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

Verification of Coverage

Contractor shall furnish the County of Colusa with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

ARTICLE VIII.
METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENT

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Section 8.01. All notices, bills and payments shall be made in writing and may be given by personal deliver, or by mail. Notices, bills and payments sent by mail should be addressed as follows:

COUNTY:	Colusa County Sheriff's Department 927 Bridge Street Colusa, CA 95932
CONTRACTOR:	California Forensic Medical Group, Inc. 300 Foam Street, Suite B Monterey, CA 93940

and, when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

Section 8.02. All notices and other correspondence shall be mailed to the Sheriff. These County officials may elect a designee to act on their behalf, but absent a written designation, such notices and correspondence shall be mailed to:

Colusa County Sheriff's Department
927 Bridge Street
Colusa, CA 95932

ARTICLE IX.
MERGER

Section 9.01. This writing is intended both as the final expression of the Contract between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Contract, pursuant to California Code of Civil Procedure, Section 1856. No modification of this Contract shall be effective unless and until such modification is evidenced by a writing signed by both parties.

ARTICLE X.
TERMINATION

Attachment: C13-067 1st Mod California Forensic Medical Group- CFMG (6540 : Approve 10th Modification to CFMG aka Wellpath)

Section 10.01. The County may terminate the Contract resulting from this request at any time the Contractor is in default. The County shall give the Contractor notice of such termination with stated reasons for the termination. If, after such notice, Contractor fails to remedy the conditions contained in the notice within 5 days, the County shall issue the Contractor an order to stop work immediately and to vacate the premises. Either party may terminate the Contract without cause upon giving 120 days written notice.

ARTICLE XI.
FAILURE TO PERFORM

Section 11.01. The services rendered under this Contract will be critical to the mandated responsibilities of the Sheriff. Therefore, the Contractor will reimburse the County all expenses incurred by the County in providing services which are the Contractor's responsibility.

ARTICLE XII.
NO WAVER OF BREACH

Section 12.01. The waiver by County of any breach of any term or promise contained in this Contract shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Contract.

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COUNTY OF COLUSA

By: _____
Chairman of the Board of Supervisors

Dated: 4/26/11, 2011.

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

By: _____

Dan Hustead
Print or type name

Dated: 7-18-11, 2011.

ATTEST:

By: _____
County Clerk and Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By: _____
County Counsel

By: _____
Sheriff

Attachment: C13-067 1st Mod California Forensic Medical Group- CFMG (6540 : Approve 10th Modification to CFMG aka Wellpath)

Exhibit "A"

ON-SITE SERVICES AND OFF-SITE SERVICES

A

RECEIVING SCREENING

Medical Screening will be performed by trained correctional staff on all inmates, including transferees, immediately upon arrival at the Colusa County Correctional Facility. Screening shall include:

- ~ Visual observation and inquiry for medical and mental health problems and developmental disabilities
- ~ Inquiry regarding current illnesses or medications, communicable diseases, drug or alcohol abuse, seizure disorders, suicidal ideation, gynecological problems, possibility of current pregnancy, recent history of childbirth, miscarriage or abortion

Observation of:

- ~ Behavior - consciousness, mental status, appearance, conduct, tremors and sweating
- ~ Body deformities and ease of movement. Presence of medical prosthesis
- ~ Condition of skin - trauma markings, bruises, lesions, jaundice, rashes and infestations, needle marks or other indications of drug use
- ~ Slowness of speech or lack of comprehension of questions suggestive of developmental disabilities

Disposition:

- ~ Referral to appropriate health care staff, for follow-up and treatment.
- ~ Emergency room for evaluation and treatment for those conditions that are beyond the capability of on-site health services staff
- ~ Recommendations for housing (ie, general population, isolation, or special observation)

All findings will be recorded on the Intake Health Screening form. The individual conducting the screening will document all answers noting; Yes, No, Refuses to Answer, or Unable to Answer, to all questions on the form. A copy of the Intake Health Screening form will be included in the inmate's medical record.

Attachment: C13-067 1st Mod California Forensic Medical Group- CFMG (6540 : Approve 10th Modification to CFMG aka Wellpath)

B DAILY TRIAGING OF COMPLAINTS

Inmates written health complaints and requests will be collected and triaged five days per week by qualified health services staff. Urgent requests will be seen by the on-site medical provider or nursing staff. During the times that medical staff are not on-site, correctional staff will solicit sick call requests and determine, based on the nature of the complaint and pre-determined written guidelines, whether the on-call health care staff is contacted, or the inmate is sent to emergency room, or scheduled for next sick call. Emergency requests will be seen immediately and transported as required. All sick call requests will have the following notations; date and time reviewed, signature of the health services staff, and disposition. (ie, scheduled for sick call, referred to mental health provider, transferred to off-site treatment facility.) All sick call requests will be filed in the inmates medical record.

The medical director will oversee the triage system utilized in the Colusa County Correctional Facility. CFMG has specific triage guidelines to assist nursing staff in responding to a variety of medical complaints. (ie, dental pain, alcohol withdrawal, pregnancy, diabetes, seizures.) To assure that staff are adequately trained to perform these tasks, CFMG provides a comprehensive orientation program. All nurses will be required to attend a regional certified physical assessment course designed for correctional nurses. These regional programs are sponsored by CFMG.

C HEALTH INVENTORY AND COMMUNICABLE DISEASE SCREENING

A complete gender specific health inventory and communicable disease screening will be completed on all inmates within 14 days of arrival at the facility. Communicable disease screening shall include at a minimum, screening for tuberculosis and other diseases in accordance to the findings of the health inventory. The completed history form and the intake health screening form will be reviewed with the inmate by a qualified health services professional.

Positive findings shall be recorded on the problem list. A follow-up plan of action will be developed and documented in the health record. Positive findings and conditions requiring further evaluation and/or treatment will be referred to the appropriate medical provider.

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D HEALTH CARE MAINTENANCE

A complete physical examination will be performed on all inmates by qualified health care personnel within six months from the date of incarceration.

E SICK CALL

Routine sick call will be conducted by a physician and/or qualified health care personnel (physician assistant/family nurse practitioner or RN operating under Standardized Procedures) at the Colusa County Correctional Facility five days a week (Monday - Friday). Health services staff will make every effort to conduct sick call in housing areas to minimize inmate movement.

Procedures for inmate access to medical care will be posted in booking areas in English and Spanish. These notices will also be posted in all inmate housing areas. In addition, verbal advisement of the sick call procedure will be given at the time of booking.

All sick call encounters will be documented in the inmate medical records to include date and time seen, assessment of the medical provider utilizing the SOAP format, treatment plan, advisement for follow-up, and signature of the treating provider.

F MEDICAL/SURGICAL INPATIENT CARE, EMERGENCY ROOM OR INMATES REQUIRING ACUTE HOSPITAL SERVICES

Inmates requiring acute hospital services such as critical and intensive care/monitoring and general surgery will be referred to Colusa Regional Medical Center. CFMG will assume all health related costs, subject to $15,000 per episode catastrophic limit, for inmates (excluding security) from the time of booking, medical clearance, and physical placement of an inmate into the jail facility. Escapees and inmates transferred to other custodial jurisdictions will not be CFMG's responsibility. No referrals will be made to any facility without the approval of the physician or on-call medical personnel (with the exception of life-threatening emergencies). The medical director will be responsible for liaison with hospital medical staff to transfer inmates back to custody as soon as it is medically feasible. All hospitals will be reimbursed based upon P.C. 4011.10 rates.

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G SPECIALTY SERVICES

Procedures and Overview:

CFMG will utilize specialists as medically indicated when such services cannot be provided on-site. Based on our experience, qualified and diligent medical staff on-site can significantly reduce the number of referrals to specialty clinics. The most utilized specialty clinics are obstetrics and orthopedic. All referrals to specialists and off site clinics will be approved by the medical director.

H EMERGENCY SERVICES

All health services staff shall be familiar with the common medical emergencies that may occur in the Colusa County Correctional Facility, and know the appropriate first aid procedures necessary to treat them. In addition, the names, addresses and telephone numbers of on-call medical personnel, ambulance company and local hospitals will be readily available. If a medical emergency is reported, the on-site health services staff will respond immediately with the appropriate equipment to assess the patient's condition and determine the course of treatment. If, in the opinion of health service staff, the patient requires treatment that is beyond on-site capabilities, he/she will notify the watch commander to request and specify mode of transportation (ie, ambulance or patrol car). Colusa Regional Medical Center will be utilized.

Medical professional staff will be on-call, 24 hours per day, seven days per week, to respond to medical and custody staff for routine or emergency situations as they arise.

I ANCILLARY SERVICES

CFMG will provide laboratory, x-ray and other required ancillary services. Laboratory services are currently provided through a statewide contract laboratory. All specimens will be collected and handled by on-site health services staff in accordance with accepted laboratory standards and transported to the laboratory for processing.

Grossly abnormal test results will be communicated to the health services staff immediately. All other results will be forwarded to the health services staff on a daily basis or as soon as possible.

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Routine x-ray services will be provided on-site through a contract with a national x-ray company and EKG machines will be available on-site. Specialized studies such as MRI, CAT scans, EEG and ultrasound will be provided through Colusa Regional Medical Center. For both specialty and ancillary off-site services, the RN will coordinate with the facility commander or designee to ensure efficient scheduling. Every attempt will be made to ensure that transportation and security costs are kept to a minimum.

J DENTAL CARE

Dental screening will be performed as part of the routine health assessment. Dental care will be provided to inmates under the direction of a licensed dentist. Treatment provided is based on the inmate's needs, length of stay and priorities listed below:

- ~ Relief of pain and treatment of acute infections. This would include hemorrhage, toothaches, broken, loose, or knocked out teeth, abscesses, and dry sockets after extractions.
- ~ Extraction of unsalvageable teeth.
- ~ Repair of injured or carious teeth.
- ~ Removal of irritation conditions that may lead to malignancies (if incarceration is prolonged).

Although treatment is not limited to simple extractions, elective restorative work that can reasonably be deferred without serious detriment to the patient should be considered the inmate's responsibility. Such work may, with custody's approval, be done during the period of incarceration at the inmate's expense. Otherwise, appropriate referral information should be supplied upon release. A record of dental treatment will be maintained in each patient's medical record. Inmate requiring emergency dental services will be transported to the Butte County Jail. Services will be provided by a CFMG dentist.

K MEDICAL RECORDS

The medical director and program manager will be responsible for the maintenance of individual health records. All medical records will be maintained in compliance with

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California State regulations and consistent with community standards of practice. The "Problem Oriented Medical Record" format is utilized throughout our system.
The health record will contain the following information:

- ~ Identifying information (e.g. inmate name, alias, ID #, date of birth)
- ~ Completed Receiving Screening form
- ~ Medical Evaluation Report
- ~ All findings, diagnosis treatments and dispositions
- ~ Problem list
- ~ Medication Administration Record
- ~ Laboratory, x-ray and diagnostic studies
- ~ Signed Informed Consent
- ~ Refusal forms
- ~ Place, date and time of all health encounters
- ~ Dental consultations/treatments
- ~ Psychiatric evaluations and treatments
- ~ Hospital Discharge Summaries
- ~ Transfer forms
- ~ Individual treatment plans as required
- ~ Allergy alert

Maintenance of Records

All health services staff will be responsible for maintaining current, accurate, and legible medical records.

Medical records shall be maintained in secure locked storage cabinets within the medical section. Access to medical records shall be limited to licensed health services staff and medical records personnel.

All examinations, treatments and procedures are governed by informed consent in the language spoken by the inmate. Any competent inmate may refuse medical care. Consent and Refusal forms will be completed as necessary and enclosed in the medical record.

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The health authority or his/her designee will share information with the facility manager as necessary to deliver medical treatment and to preserve the health and safety of inmates and staff in accordance with state regulations.

The physician-patient confidentiality privilege will apply to all medical records. All requests for medical information will require written consent of the inmate or subpoena. Alcohol and drug abuse information is confidential under federal regulations and may only be disclosed by specific written consent of the inmate.

CFMG will utilize the standardized "Inter-Facility Transfer of Medical Information" form to provide for continuity of care for those inmates being transferred to another correctional institution.

Existing medical records and medical records prepared by CFMG shall be the property of Colusa County and maintained by CFMG throughout the course of the contract. CFMG will not destroy medical records.

L

PHARMACEUTICALS AND MEDICAL SUPPLIES

The FNP/RN will be responsible for purchasing of all supplies through purchasing agreements developed by our corporate staff. We have established formularies for pharmaceuticals and medical supplies which will be utilized. Pharmaceuticals will need to be ordered on an individual prescription basis. Psychiatric pharmaceuticals will be ordered under a separate account and paid for by Colusa County.

To assure safe, accurate methods of administering medication, CFMG will adhere to all state and federal laws and regulations regarding prescribing, dispensing and administration.

ANB Pharmacy will perform annual reviews of our on-site storage, inventory, monitoring of controlled substances, and review of ordering practices.

Administration of Medication

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Correctional staff will continue to administer medications as is currently the practice. Specific concerns unique to this setting, i.e., palming and cheeking of medication, hoarding medications for favors, or potential suicide attempts will also be discussed.

M CLINIC SPACE/EQUIPMENT

Adequate space, equipment, supplies, materials, and publications as determined by the health authority will be provided for the delivery of health care. CFMG will purchase all medical equipment and supplies required for Colusa County Facilities. As previously mentioned, CFMG has statewide contracts with pharmaceutical and supply vendors that service our sites. CFMG will safeguard all existing county owned equipment and replace as needed.

N MENTAL HEALTH SERVICES

Outpatient mental health services shall include screening, evaluation, diagnosis, treatment and referral services and will be available to all inmates in the Colusa County Jail. All mental health outpatient services shall be provided by qualified health services staff assigned through Colusa County Behavioral Health. Inmates requiring services beyond the on-site capability at the Colusa County Jail shall be referred to appropriate off-site providers as directed by mental health staff.

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All new inmates shall be observed and queried for signs or presence and history of mental illness, including suicidal behavior/ideations, and use of medication for psychiatric treatment as part of the intake health screening. Any inmate exhibiting or testifying to presence or history of mental illness will be seen initially by the RN who will make an assessment of the inmate's condition and refer to the mental health provider as required. CFMG health services staff will administer psychotropic medications as prescribed by the psychiatrist.

A Psychiatrist will be on-site once every other week at the Colusa County Jail. Colusa County will provide Mental Health On-call services 24 hours per day, 7 days per week. Inmates requiring special housing and/or observation for psychiatric reasons will be housed pursuant to consultation with the facility manager or watch commander and the responsible on-duty medical/mental health staff.

Crisis intervention and management of acute psychiatric episodes shall be handled initially by the R.N. In the event that the R.N. feels that an inmate meets criteria for Section 5150 of the W & I Code, they will follow county procedures for admission to the appropriate psychiatric inpatient setting. Inpatient psychiatric care will not be the financial responsibility of CFMG, Inc. Lab, pharmaceuticals, and diagnostic tests ordered by the psychiatrist will not be the financial responsibility of CFMG.

O DRUG AND ALCOHOL SERVICES

Inmates booked into the Colusa County Jail who are intoxicated shall be placed in detoxification cells and monitored by medical and custody staff in accordance with established written policies and procedures approved by the medical director and facility commander. Inmates will be evaluated on an individual basis by medical staff to determine the need for medically supported detoxification during incarceration.

The clinical management of chemically dependent inmates shall include diagnosis of chemical dependency by a physician or qualified health services staff. An individualized treatment plan will be developed and implemented, and a referral for community resources will be given upon release when appropriate.

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Inmates exhibiting signs of drug or alcohol withdrawal will be evaluated by health services staff. During the time health services staff are not on-site, and correctional staff suspect an inmate is experiencing withdrawal symptoms, they should transport the inmate to Colusa Regional Medical Center for medical clearance.

- Inmates identified by self or deputies as substance abusers shall be evaluated by health services staff to determine medical status.
- Evaluation, treatment, and referral shall be carried out in accordance with direct physician orders, or approved CFMG Protocols/Standardized Procedures.
- Opiate dependent pregnant inmates shall be evaluated by health services staff upon admission to the facility. Evaluation, treatment, and referral shall be in accordance with direct physician orders.
- Inmates who are unresponsive and/or whose condition is deemed by on-duty health services staff as unsuitable for housing in the jail shall be transported to Colusa Regional Medical Center for treatment.
- Inmates who have been treated for chemical dependency during their incarceration shall be counseled and referred to community resources upon release from the facility.

P

MISCELLANEOUS SERVICES, OTHER TITLE 15, AND CMA REQUIREMENTS

Pregnant and Lactating Inmates

Comprehensive counseling and assistance are provided to pregnant inmates in keeping with their expressed desires in planning for their unborn children, whether desiring abortion, adoption service, or to keep the child.

All females shall be queried whether pregnant, recent delivery, miscarriage, or abortion as part of intake health screening completed upon admission to the facility. When pregnancy is determined, the patient will be scheduled for routine obstetric care with an off-site specialist. Prenatal and postnatal care shall be provided in accordance with the treatment plan established by off-site OB/GYN specialist. Opiate dependent pregnant inmates will be treated by direct orders of the responsible MD.

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Pregnant and lactating inmates will be given educational information and counseling regarding levels of activity, safety precautions and nutrition. Inmates desiring termination of pregnancy or adoption services shall be scheduled for counseling.

Medical Diets

Dietary services in the Colusa County Jail adhere to the standards outlined in Title 15, Section 1240-1249 of the California Administrative Code. The facility manager will arrange for an annual dietician review of the Dietary Manual.

In general, sufficient variety is offered so that individuals with specific dietary restrictions can meet their nutritional needs in an appropriate fashion. Simple instructions from the health services staff on how to properly select from the menu is offered. CFMG will coordinate for the provision of special diets with the County's food service coordinator.

Food Service Workers

Inmates assigned to work in food service areas shall receive a kitchen clearance examination prior to beginning work in the kitchen area. Included in this clearance will be TB screening. The food service director shall be responsible for monitoring the health and cleanliness of all inmate food handlers.

Communicable Disease

Communicable disease screening, continuing medical surveillance, case management and reporting are done pursuant to written procedures and guidelines. These procedures and guidelines are established and approved by the medical director, program manager, and the facility manager in accordance with state and local regulations and accepted community standards and practice. Universal precautions shall be practiced by all staff in the jail.

Inmates will be screened for communicable diseases during the Reviewing Screening process, Health Inventory & Communicable Disease Screening and sick call. Inmates identified as having or suspected of having a communicable disease will be treated in accordance to written standardized procedures, or by the direct order of the physician. TB testing will be performed as part of the Health Inventory & Communicable Disease Screening performed within 14 days of incarceration.

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CFMG will notify the Public Health Department of communicable diseases within the Colusa County Jail.

Treatment/Case Management

- Treatment and case management of inmates identified as having or suspected of having a communicable disease will be individualized in accordance with direct medical provider orders, written protocols, and standardized procedures and/or guidelines approved by the Medical Director.
- Infection Control Guidelines for Colusa County Jail.
- Exposure to Pathogenic Organism by CFMG staff
- Infection Control: Potential Exposure
- AIDS and Hepatitis B Isolation Guidelines

Reporting Custody - Health services staff will report incidence of communicable disease exposure to the officer in charge of the facility in accordance to CFMG "Communicable Disease Reporting Requirements" procedure.

Public Health Reporting - Health services staff shall report reportable communicable diseases to the Colusa County Public Health Department utilizing the *Confidential Morbidity Report Card*. Minimal information to be reported is: name, address, telephone number, occupation, diagnosis, sex, date of onset and diagnosis, and name and telephone number of the reporting physician. The inmate will be informed that the communicable disease will be reported to Colusa County Public Health and that he/she may be contacted for follow-up by a Colusa County Public Health Nurse.

Control and Treatment of Ectoparasites

Ectoparasitic infestation will be treated on an individual basis promptly and thoroughly to prevent the spread of communicable conditions within the facility. An inmate, complaining or suspected of being infested, will be examined by on duty health services staff. When lice or nits are found, the medical personnel will be responsible for overseeing the treatment.

Individuals suspected of having scabies will be isolated and placed on priority list for next sick call.

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Preventative Care/Inmate Education

Medical preventative maintenance, screening and education will be provided to inmates at the Colusa County Jail. Health education materials are provided to all inmates upon request.

In addition, individual patient education is provided on a regular ongoing basis during patient/staff encounters. Topics included, but not limited to are:

- ~ Sexually transmitted diseases
- ~ HIV/AIDS counseling
- ~ General health issues (alcohol, drug abuse education, prenatal care, diet and nutrition)
- ~ Tuberculosis

Inmates in Isolation/Administrative Isolation

To prevent depression, suicidal behavior and/or a digression of physical well being, inmates placed out of the general population in isolated cells for any reason shall be evaluated by health services staff three times per week to assess their physical and mental status. Evaluation will include notation of any bruises or self inflected injuries and comments on the inmate's general attitude and outlook. A notation will be placed in each inmate's chart after observation, to include date, time, findings, and name of evaluator.

Restraints

Inmates shall be placed in restraints by custody only with the approval of the facility manager or the watch commander.

Restraint devices shall only be used on inmates who display any of the following:

- ~ Bizarre behavior resulting in the destruction of cell furnishings;
- ~ Intent to harm themselves;
- ~ Intent to harm others; and/or,
- ~ Gravely disabled.

Continued retention shall be reviewed by the facility commander or watch commander at a minimum of every two hours.

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A medical opinion on placement and retention shall be secured as soon as possible but no later than 4 hours from the time of placement. Medical clearance for continued retention shall occur at least every six hours thereafter. A mental health consultation shall be secured within 8 hours.

Emergency First Aid/Staff and Visitors

CFMG will provide emergency first aid services to county staff and visitors within the confines of the Colusa County Jail. Health services staff will stabilize and arrange for transfer to an appropriate off-site facility.

First Aid Kits

First Aid Kits will be approved by the medical director or designee for content, location and inspection.

Continuity of Care

Patients will receive continuity of care from admission to discharge while in the Colusa County Jail, including referral to community care when indicated.

Health providers will obtain information regarding previous care when undertaking the care of a new patient. When the care of the patient is transferred, appropriate health information is shared with the providers in accordance with consent requirements.

A *Transfer of Medical Information* form will be completed and accompany inmates being transferred to another detention institution. Limited amounts of essential medications taken while in jail may be given to the inmate upon discharge by order of the physician.

Standardized Procedures

Standardized procedures have been developed through the collaborative efforts of nursing, medicine and administration. Nursing staff must be properly trained and approved by the responsible physician prior to utilizing standardized procedures. Only RN's will be authorized to operate under standardized procedures. These procedures will be reviewed at least once annually.

Direct Orders

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Treatment by qualified health trained personnel other than a physician or dentist is performed pursuant to direct orders written and signed by personnel authorized by law to give such orders.

All orders shall be recorded in the medical record. Verbal orders shall be documented as such in the medical record and countersigned by the responsible physician.

Special Needs/Individual Treatment Plans

A written individualized treatment plan shall be developed by qualified health services staff for inmates requiring close medical supervision, including chronic and convalescent care to include directions to health services and other staff regarding their roles in the care and supervision of these inmates.

Treatment plans shall include housing, dietary, medication, observation and monitoring, and follow-up referral as appropriate.

The facility manager or his designee shall be included in the development of treatment plans which include custody (e.g. housing, observation, transportation).

Prosthesis

Medical prosthesis and eyeglasses are provided when the health of the inmate would otherwise be adversely affected as determined by the responsible physician. All medical prosthesis will be cleared by custody staff.

Access to Health Care Services

Information regarding access to health care services shall be communicated verbally and in writing to inmates upon their arrival at the Colusa County Jail. Provision shall be made to communicate this information to non-English speaking inmates. Verbal explanations of the sick call procedure shall be communicated to all detainees at the time of booking.

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CALIFORNIA FORENSIC MEDICAL GROUP, INC.

COST PROPOSAL FOR JAIL INMATE MEDICAL SERVICES TO THE COLUSA COUNTY ADULT FACILITY

8.2.2 Price Proposal Elements

CFMG has been the provider of medical services for Colusa County since 2000. Our price proposal for comprehensive services for the period of July 1, 2011 to June 30, 2012 is $394,140. The price proposal is based on the following assumptions:

1) Staffing pattern as presented in proposal.
2) Average inmate population of 65 inmates
3) Responsible for inmates after they are medically cleared, physically placed and booked into the adult facility.
4) Catastrophic limit of $15,000 per medical surgical inpatient episode.
5) Per Diem charge of 1.81 per inmate for an quarterly average inmate population in excess of 75. Per Diem rebate of $1.81 for quarterly average inmate population of less than 55 with a maximum adjustment of 10 inmates per quarter.
6) Monthly price and Per Diem adjustment on July 1 of each year based on the consumer price index percentage increase or decrease which shall be defined as the United States City Average for Urban Wage Earners and Clerical Workers Medical Care Index for the San Francisco/Oakland/San Jose Region for the period of February to February of each year.
7) No responsibility for off-site or on-site mental health costs
8) No requirement to apply for or achieve IMQ accredidation.
9) Liability for HIV medications will be limited to $5,000 aggregate annually.
10) Provision of our current insurance program

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EXHIBIT "C"

COLUSA COUNTY STAFFING PATTERN

POSITION	S	M	T	W	T	F	S	HRS	FTE	FAC
Charge RN/FNP		8-4	8-4	8-4	8-4	8-4		40	1.0	Jail
Medical Director Physician	Once per week							2-4	.05-0.1	Jail
Medical On-Call	24 hours a day, seven days a week									Jail

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Group

6-28-11

Sheriff/Jail

Re: Inmate Health Care Services

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California Forensic
Medical Group, Inc

C13-067
4-30-13
Sheriff

Attachment: C13-067 1st Mod California Forensic Medical Group- CFMG (6540 : Approve 10th Modification to CFMG aka Wellpath)

CONTRACT FOR MEDICAL SERVICES FOR INMATES OF COLUSA COUNTY ADULT DETENTION FACILITY

THIS CONTRACT is made this 1st day of July, 2011, between CALIFORNIA FORENSIC MEDICAL GROUP, INCORPORATED, independent contractor, having a principal place of business at Cannery Row Park Plaza, 300 Foam Street, Suite B, Monterey, California 93940, hereinafter referred to as "Contractor", and the COUNTY OF COLUSA, hereinafter referred to as "County".

RECITALS

1. The County of Colusa is required by law to provide health care services to inmates in the custody of the County Sheriff. County desires to engage the services of a qualified outside medical provider to provide these services.

2. Contractor desires to provide these services to inmates in the custody of the Colusa County Sheriff.

AGREEMENT

ARTICLE I.
TERM OF CONTRACT

Section 1.01. The effective date of this agreement is July 1, 2011. Contractor will supply the total services described herein for the entire period of this contract through June 30, 2014. Thereafter, the agreement may be extended annually upon written agreement of the parties hereto.

ARTICLE II.
SERVICES TO BE PERFORMED BY CONTRACTOR

Section 2.01. No relationship of employer and employee is created by this Contract; it being understood that Contractor is an independent contractor, and none of the attending physicians, nursing personnel, administrative support personnel or other persons performing services for Contractor pursuant to this Contract, whether said person be member, partner, employee, subcontractor, or otherwise, shall have any claim under

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be member, partner, employee, subcontractor, or otherwise, shall have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability unemployment insurance benefits, or employee benefits of any kind.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging or any other terms of employment or requirement of law, shall be determined by Contractor, and County shall have no right or authority over such employment, except as provided in this Contract.

Contractor's Services

Section 2.02. Contractor agrees to perform the services and comply with all terms and conditions of the proposal submitted by Contractor (Exhibit "A"). Also included as part of this agreement is (Exhibit "B") Price Proposal and (Exhibit "C").Staffing pattern which are incorporated as part of this agreement.

Method of Performing Services

Section 2.03. Contractor will determine the method, details, and means of performing the above-described services within the parameters outlined within this contract including all exhibits and attachments. Contractor retains the right to make minor procedural changes that do not conflict with the intent of this agreement.

Employment of Assistants

Section 2.04. Contractor may, at Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

Equipment and Facilities

Section 2.05.

(a) The County shall provide the space, housekeeping, furniture, fixtures, utilities, telephone (excluding toll calls), security, and other similar items necessary for the efficient operation of the health care delivery system. County agrees to provide only the medical equipment currently on premises. If said medical equipment requires replacement or repair Contractor shall replace or repair, at Contractor's

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expense, said equipment with the same or comparable medical equipment and working order.

(b) Contractor shall provide all medically necessary equipment, small tools, instruments, and supplies, including but not limited to, medicines, drugs, dressings, instruments, gloves, and medical/dental personnel wearing apparel. Contractor shall provide for disposal of contaminated waste in accordance with California regulations.

(c) Contractor shall maintain all medical and office equipment regardless of ownership, that is used for the performance of this Contract.

Hours and Personnel

Section 2.06.

(a) Contractor shall maintain adequate health personnel to provide services required herein. Contractor shall maintain the staffing pattern, hours, and availability described in Exhibit "A" as the minimum staffing level. The hours and availability as set forth in Exhibit "A" may be modified by written mutual consent.

(b) Contractor's employees performing professional medical services shall be duly licensed in the State of California, except for medical residents and interns following a course of study, authorized for training by the Contractor. The employees shall practice medicine in accordance with accepted medical standards in the community.

(c) Contractor shall have a Medical Director who will be responsible to assure the quality of health care provided and who will also supervise the practice of nurse practitioners, registered nurses, or other ancillary personnel, should such personnel be utilized.

(d) Contractor shall hire and maintain a registered nurse who will be the on-site Program Administrator and will be designated as the liaison person between Contractor and County. The Program Administrator shall be responsible for the investigation of all complaints that relate to Contractor's operations. These investigations shall be summarized in writing and will include Contractor's findings, position and corrective plan, as applicable.

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(e) Copies of licenses and/or records of certification for all medical personnel are to be furnished to the Medical Director who must at all times have them available for examination. Copies of these shall be maintained on-site in the medical unit.

(f) Contractor shall be responsible for time and attendance accountability.

(g) County's Sheriff reserves the right to perform background or security checks of Contractor's employees as a condition of granting them access to the County detention facilities. The Sheriff has the sole discretion to determine security acceptability of all Contractor personnel at any time during the contract period, and personnel found to be unacceptable security risk shall not be given access to facilities. No new employee shall be brought to a facility without the prior approval of the Sheriff.

(h) The Contractor shall comply with all provisions of federal, state, and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, handicap, or national origin or other prohibited basis.

(i) Contractor will be responsible for medical costs for only those inmates and detainees who have been medically cleared, booked, and physically placed in the facilities. Contractor will not be responsible for pre-booking medical costs or medical costs for inmates booked outside of the facilities.

Records and Reports

Section 2.07.

(a) Existing medical records and medical records prepared by the Contractor shall be the property of the County. Contractor shall be the custodian of said medical records and adhere to confidentiality of records as per Exhibit "A". During the term of this agreement, the County of Colusa shall have access to inmate medical records. Such access to be provided as needed to the County Counsel or to any person designated in writing by the County Counsel.

(b) Contractor shall have access to these records after the termination of this contract for the purpose of preparing for litigation or anticipated litigation in connection with services provided under this agreement. Medical records, as stated in this section, shall also include psychiatric or mental health records.

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Administrative Requirements

Section 2.08.

(a) Contractor shall design, prepare, and implement all policies, procedures, and protocols necessary to perform all required services under this agreement.

(b) Contractor shall comply with all County departmental procedures as applicable to detention facilities and as determined by County. This shall include, but not necessarily be limited to, such items as inmate security, health policies set by the Health Officer, and mental health policies relating to the transfer of inmates.

(c) Contractor shall ensure that the health care status, both physical and mental, of committed persons admitted to outside facilities, is reviewed to ensure that the duration and cost of this stay is no longer or more intensive than medically necessary.

(d) Contractor shall ensure that its staff document all health care encounters in the inmate's medical record, legibly, in a problem oriented format, including diagnosis and treatment plan.

(e) Contractor shall cooperate with County in any effort to receive funding from outside funding sources, including but not limited to, the implementation of the inmate co-pay program.

(f) Contractor shall make all referral arrangements for treatment of covered individuals whose problem(s) extend beyond the scope of services provided on-site.

(g) Contractor's responsibility for medical/surgical inpatient care in outside facilities shall be limited to Fifteen Thousand Dollars ($15,000) per medical surgical inpatient episode. Contractor will not be responsible for psychiatric hospitalizations.

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(h) Contractor shall supply appropriate medical personnel to attend any court proceeding as requested by County, involving any inmate person whose medical history, condition, problem or status is at issue.

(i) Contractor shall cooperate fully in aiding County to investigate, adjust, settle or defend any claim, action, or proceeding brought in connection with the operation of the County facilities health programs with which contractor may be connected.

(j) Contractor shall secure and maintain continuously, all necessary licenses and certifications necessary for performance under this agreement.

ARTICLE III.
COMPENSATION

Flat Rate

Section 3.01. In consideration for the services to be performed by Contractor, County agrees to pay Contractor the sum of $394,140 for services to the inmate population for the period of July 1, 2011 to June 30, 2012 in twelve equal installments on or before the tenth day of each month.

Annual Price Adjustments

Section 3.02. The base price of in section 3.01 and the per diem rate in section 3.03 will be adjusted annually on the anniversary date of the agreement based on the following percentage:

The percentage increase or decrease which shall be defined of the Urban Wage Earnrs and Clerical Workers Medical Care Index for San Francisdco/Oakland/San Jose Region for the period of February to February of each year.

Population Adjustment/Rebate

Section 3.03. County shall make an adjustment to the flat rate, if the average daily inmate population exceeds 75 on a quarterly average. The amount of the adjustment shall be $1.81 per day. The payment for any such adjustments will be made on a quarterly basis. Contractor shall rebate $1.81 to the County per inmate for a quarterly average inmate population of less than 55 with a maximum adjustment of 10 inmates per quarter.

Third Party Payments

Section 3.04.

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(a) With respect to inmates who are provided off-site medical services and who have medical insurance, Contractor will notify the provider of the off-site medical services that inmate medical insurance is available.

(b) Contractor will assist the County in identifying inmates who are required to participate in co-pay for on-site services.

Adjustment to Price

Section 3.05. Changes in contractual provisions or services to be furnished under the contract may be only in writing and must be approved by the Colusa County Board of Supervisors and Contractor. Should a decision be made to increase or decrease the scope of the contract, the County and the Contractor will mutually agree to an adjusted contract price. Any adjustment to price shall become an amendment to this Agreement.

Section 3.06. Any modification in Exhibit "A" which does not affect cost must be requested in writing and approved by the Sheriff.

ARTICLE IV.
COMPLIANCE WITH MINIMUM JAIL STANDARDS

Section 4.01. Contractor will comply with all applicable laws regulating to medical services in local detention facilities in the State of California.

ARTICLE V.
RESEARCH

Section 5.01. No research projects involving inmates or detainees, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, shall be conducted without the prior written consent of the Sheriff, or his designee. The conditions under which research shall be conducted shall be agreed to by the Contractor and the Sheriff, or his designee and shall be governed by written guidelines. In every case, the written informed consent of each inmate or detainee who is a subject of a research project shall be obtained prior to the inmate's participation as a subject.

ARTICLE VI.
INDEMNIFICATION

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Section 6.01. Contractor agrees to indemnify, defend and save harmless, County, its agents, officers, and employees from and against all liability, expense, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with Contractor's operations or its services hereunder, including any workers' compensation suits, liability or expense, arising from or connected with services performed by Contractor or its agents and employees pursuant to this agreement.

County agrees to indemnify, defend and save harmless, Contractor, its agents, officers and employees from and against all liability, expense, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with County's operations or its services hereunder, including any compensation suits, liability or expense, arising from or connected with services performed by County or its agents and employees pursuant to this agreement.

ARTICLE VII.
INSURANCE

Section 7.01. The Contractor shall be responsible for maintaining, during the life of the contract, insurance that complies with the following minimum requirements.

1. Workers' Compensation and Employer's liability: Worker's Compensation limits in accordance with Section 3700 of the Labor Code of the State of California and Employer's liability limits of $1,000,000 per accident.

2. Comprehensive General Liability: $1,000,000 limit per single occurrence with $2,000,000 aggregate limit annually for bodily injury, personal injury and property damage.

3. Automobile Liability: $1,000,000 limit per single occurrence with $2,000,000 aggregate limit annually for bodily injury and property damage.

4. Professional Liability: Professional Liability insurance covering all medical professional staff $2,000,000 limited per occurrence and $5,000,000 in aggregate annually.

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The Contractor's insurance must act as primary coverage, not excess or contributing coverage, with regard to the subject contract.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt request, has been given to the County of Colusa.

General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

(a) The County, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the County, its officers, officials, employees, or volunteers.

(b) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

Verification of Coverage

Contractor shall furnish the County of Colusa with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

ARTICLE VIII.
METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENT

Attachment: C11-169 California Forensic Medical Group (6540 : Approve 10th Modification to CFMG aka Wellpath)

Section 8.01. All notices, bills and payments shall be made in writing and may be given by personal deliver, or by mail. Notices, bills and payments sent by mail should be addressed as follows:

COUNTY:	Colusa County Sheriff's Department 927 Bridge Street Colusa, CA 95932
CONTRACTOR:	California Forensic Medical Group, Inc. 300 Foam Street, Suite B Monterey, CA 93940

and, when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

Section 8.02. All notices and other correspondence shall be mailed to the Sheriff. These County officials may elect a designee to act on their behalf, but absent a written designation, such notices and correspondence shall be mailed to:

Colusa County Sheriff's Department
927 Bridge Street
Colusa, CA 95932

ARTICLE IX.
MERGER

Section 9.01. This writing is intended both as the final expression of the Contract between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Contract, pursuant to California Code of Civil Procedure, Section 1856. No modification of this Contract shall be effective unless and until such modification is evidenced by a writing signed by both parties.

ARTICLE X.
TERMINATION

Attachment: C11-169 California Forensic Medical Group (6540 : Approve 10th Modification to CFMG aka Wellpath)

Section 10.01. The County may terminate the Contract resulting from this request at any time the Contractor is in default. The County shall give the Contractor notice of such termination with stated reasons for the termination. If, after such notice, Contractor fails to remedy the conditions contained in the notice within 5 days, the County shall issue the Contractor an order to stop work immediately and to vacate the premises. Either party may terminate the Contract without cause upon giving 120 days written notice.

ARTICLE XI.
FAILURE TO PERFORM

Section 11.01. The services rendered under this Contract will be critical to the mandated responsibilities of the Sheriff. Therefore, the Contractor will reimburse the County all expenses incurred by the County in providing services which are the Contractor's responsibility.

ARTICLE XII.
NO WAVER OF BREACH

Section 12.01. The waiver by County of any breach of any term or promise contained in this Contract shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Contract.

Attachment: C11-169 California Forensic Medical Group (6540 : Approve 10th Modification to CFMG aka Wellpath)

COUNTY OF COLUSA

By: _____
Chairman of the Board of Supervisors

Dated: 4/26/11, 2011.

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

By: _____

Dan Hustead
Print or type name

Dated: 7-18-11, 2011.

ATTEST:

By: _____
County Clerk and Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By: _____
County Counsel

By: _____
Sheriff

Attachment: C11-169 California Forensic Medical Group (6540 : Approve 10th Modification to CFMG aka Wellpath)

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ON-SITE SERVICES AND OFF-SITE SERVICES

A

RECEIVING SCREENING

Medical Screening will be performed by trained correctional staff on all inmates, including transferees, immediately upon arrival at the Colusa County Correctional Facility. Screening shall include:

- ~ Visual observation and inquiry for medical and mental health problems and developmental disabilities
- ~ Inquiry regarding current illnesses or medications, communicable diseases, drug or alcohol abuse, seizure disorders, suicidal ideation, gynecological problems, possibility of current pregnancy, recent history of childbirth, miscarriage or abortion

Observation of:

- ~ Behavior - consciousness, mental status, appearance, conduct, tremors and sweating
- ~ Body deformities and ease of movement. Presence of medical prosthesis
- ~ Condition of skin - trauma markings, bruises, lesions, jaundice, rashes and infestations, needle marks or other indications of drug use
- ~ Slowness of speech or lack of comprehension of questions suggestive of developmental disabilities

Disposition:

- ~ Referral to appropriate health care staff, for follow-up and treatment.
- ~ Emergency room for evaluation and treatment for those conditions that are beyond the capability of on-site health services staff
- ~ Recommendations for housing (ie, general population, isolation, or special observation)

All findings will be recorded on the Intake Health Screening form. The individual conducting the screening will document all answers noting; Yes, No, Refuses to Answer, or Unable to Answer, to all questions on the form. A copy of the Intake Health Screening form will be included in the inmate's medical record.

Attachment: C11-169 California Forensic Medical Group (6540 : Approve 10th Modification to CFMG aka Wellpath)

B DAILY TRIAGING OF COMPLAINTS

Inmates written health complaints and requests will be collected and triaged five days per week by qualified health services staff. Urgent requests will be seen by the on-site medical provider or nursing staff. During the times that medical staff are not on-site, correctional staff will solicit sick call requests and determine, based on the nature of the complaint and pre-determined written guidelines, whether the on-call health care staff is contacted, or the inmate is sent to emergency room, or scheduled for next sick call. Emergency requests will be seen immediately and transported as required. All sick call requests will have the following notations; date and time reviewed, signature of the health services staff, and disposition. (ie, scheduled for sick call, referred to mental health provider, transferred to off-site treatment facility.) All sick call requests will be filed in the inmates medical record.

The medical director will oversee the triage system utilized in the Colusa County Correctional Facility. CFMG has specific triage guidelines to assist nursing staff in responding to a variety of medical complaints. (ie, dental pain, alcohol withdrawal, pregnancy, diabetes, seizures.) To assure that staff are adequately trained to perform these tasks, CFMG provides a comprehensive orientation program. All nurses will be required to attend a regional certified physical assessment course designed for correctional nurses. These regional programs are sponsored by CFMG.

C HEALTH INVENTORY AND COMMUNICABLE DISEASE SCREENING

A complete gender specific health inventory and communicable disease screening will be completed on all inmates within 14 days of arrival at the facility. Communicable disease screening shall include at a minimum, screening for tuberculosis and other diseases in accordance to the findings of the health inventory. The completed history form and the intake health screening form will be reviewed with the inmate by a qualified health services professional.

Positive findings shall be recorded on the problem list. A follow-up plan of action will be developed and documented in the health record. Positive findings and conditions requiring further evaluation and/or treatment will be referred to the appropriate medical provider.

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D HEALTH CARE MAINTENANCE

A complete physical examination will be performed on all inmates by qualified health care personnel within six months from the date of incarceration.

E SICK CALL

Routine sick call will be conducted by a physician and/or qualified health care personnel (physician assistant/family nurse practitioner or RN operating under Standardized Procedures) at the Colusa County Correctional Facility five days a week (Monday - Friday). Health services staff will make every effort to conduct sick call in housing areas to minimize inmate movement.

Procedures for inmate access to medical care will be posted in booking areas in English and Spanish. These notices will also be posted in all inmate housing areas. In addition, verbal advisement of the sick call procedure will be given at the time of booking.

All sick call encounters will be documented in the inmate medical records to include date and time seen, assessment of the medical provider utilizing the SOAP format, treatment plan, advisement for follow-up, and signature of the treating provider.

F MEDICAL/SURGICAL INPATIENT CARE, EMERGENCY ROOM OR INMATES REQUIRING ACUTE HOSPITAL SERVICES

Inmates requiring acute hospital services such as critical and intensive care/monitoring and general surgery will be referred to Colusa Regional Medical Center. CFMG will assume all health related costs, subject to $15,000 per episode catastrophic limit, for inmates (excluding security) from the time of booking, medical clearance, and physical placement of an inmate into the jail facility. Escapees and inmates transferred to other custodial jurisdictions will not be CFMG's responsibility. No referrals will be made to any facility without the approval of the physician or on-call medical personnel (with the exception of life-threatening emergencies). The medical director will be responsible for liaison with hospital medical staff to transfer inmates back to custody as soon as it is medically feasible. All hospitals will be reimbursed based upon P.C. 4011.10 rates.

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G SPECIALTY SERVICES

Procedures and Overview:

CFMG will utilize specialists as medically indicated when such services cannot be provided on-site. Based on our experience, qualified and diligent medical staff on-site can significantly reduce the number of referrals to specialty clinics. The most utilized specialty clinics are obstetrics and orthopedic. All referrals to specialists and off site clinics will be approved by the medical director.

H EMERGENCY SERVICES

All health services staff shall be familiar with the common medical emergencies that may occur in the Colusa County Correctional Facility, and know the appropriate first aid procedures necessary to treat them. In addition, the names, addresses and telephone numbers of on-call medical personnel, ambulance company and local hospitals will be readily available. If a medical emergency is reported, the on-site health services staff will respond immediately with the appropriate equipment to assess the patient's condition and determine the course of treatment. If, in the opinion of health service staff, the patient requires treatment that is beyond on-site capabilities, he/she will notify the watch commander to request and specify mode of transportation (ie, ambulance or patrol car). Colusa Regional Medical Center will be utilized.

Medical professional staff will be on-call, 24 hours per day, seven days per week, to respond to medical and custody staff for routine or emergency situations as they arise.

I ANCILLARY SERVICES

CFMG will provide laboratory, x-ray and other required ancillary services. Laboratory services are currently provided through a statewide contract laboratory. All specimens will be collected and handled by on-site health services staff in accordance with accepted laboratory standards and transported to the laboratory for processing.

Grossly abnormal test results will be communicated to the health services staff immediately. All other results will be forwarded to the health services staff on a daily basis or as soon as possible.

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Routine x-ray services will be provided on-site through a contract with a national x-ray company and EKG machines will be available on-site. Specialized studies such as MRI, CAT scans, EEG and ultrasound will be provided through Colusa Regional Medical Center. For both specialty and ancillary off-site services, the RN will coordinate with the facility commander or designee to ensure efficient scheduling. Every attempt will be made to ensure that transportation and security costs are kept to a minimum.

J DENTAL CARE

Dental screening will be performed as part of the routine health assessment. Dental care will be provided to inmates under the direction of a licensed dentist. Treatment provided is based on the inmate's needs, length of stay and priorities listed below:

- ~ Relief of pain and treatment of acute infections. This would include hemorrhage, toothaches, broken, loose, or knocked out teeth, abscesses, and dry sockets after extractions.
- ~ Extraction of unsalvageable teeth.
- ~ Repair of injured or carious teeth.
- ~ Removal of irritation conditions that may lead to malignancies (if incarceration is prolonged).

Although treatment is not limited to simple extractions, elective restorative work that can reasonably be deferred without serious detriment to the patient should be considered the inmate's responsibility. Such work may, with custody's approval, be done during the period of incarceration at the inmate's expense. Otherwise, appropriate referral information should be supplied upon release. A record of dental treatment will be maintained in each patient's medical record. Inmate requiring emergency dental services will be transported to the Butte County Jail. Services will be provided by a CFMG dentist.

K MEDICAL RECORDS

The medical director and program manager will be responsible for the maintenance of individual health records. All medical records will be maintained in compliance with

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California State regulations and consistent with community standards of practice. The "Problem Oriented Medical Record" format is utilized throughout our system.
The health record will contain the following information:

- ~ Identifying information (e.g. inmate name, alias, ID #, date of birth)
- ~ Completed Receiving Screening form
- ~ Medical Evaluation Report
- ~ All findings, diagnosis treatments and dispositions
- ~ Problem list
- ~ Medication Administration Record
- ~ Laboratory, x-ray and diagnostic studies
- ~ Signed Informed Consent
- ~ Refusal forms
- ~ Place, date and time of all health encounters
- ~ Dental consultations/treatments
- ~ Psychiatric evaluations and treatments
- ~ Hospital Discharge Summaries
- ~ Transfer forms
- ~ Individual treatment plans as required
- ~ Allergy alert

Maintenance of Records

All health services staff will be responsible for maintaining current, accurate, and legible medical records.

Medical records shall be maintained in secure locked storage cabinets within the medical section. Access to medical records shall be limited to licensed health services staff and medical records personnel.

All examinations, treatments and procedures are governed by informed consent in the language spoken by the inmate. Any competent inmate may refuse medical care. Consent and Refusal forms will be completed as necessary and enclosed in the medical record.

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The health authority or his/her designee will share information with the facility manager as necessary to deliver medical treatment and to preserve the health and safety of inmates and staff in accordance with state regulations.

The physician-patient confidentiality privilege will apply to all medical records. All requests for medical information will require written consent of the inmate or subpoena. Alcohol and drug abuse information is confidential under federal regulations and may only be disclosed by specific written consent of the inmate.

CFMG will utilize the standardized "Inter-Facility Transfer of Medical Information" form to provide for continuity of care for those inmates being transferred to another correctional institution.

Existing medical records and medical records prepared by CFMG shall be the property of Colusa County and maintained by CFMG throughout the course of the contract. CFMG will not destroy medical records.

L **PHARMACEUTICALS AND MEDICAL SUPPLIES**

The FNP/RN will be responsible for purchasing of all supplies through purchasing agreements developed by our corporate staff. We have established formularies for pharmaceuticals and medical supplies which will be utilized. Pharmaceuticals will need to be ordered on an individual prescription basis. Psychiatric pharmaceuticals will be ordered under a separate account and paid for by Colusa County.

To assure safe, accurate methods of administering medication, CFMG will adhere to all state and federal laws and regulations regarding prescribing, dispensing and administration.

ANB Pharmacy will perform annual reviews of our on-site storage, inventory, monitoring of controlled substances, and review of ordering practices.

Administration of Medication

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Correctional staff will continue to administer medications as is currently the practice. Specific concerns unique to this setting, i.e., palming and cheeking of medication, hoarding medications for favors, or potential suicide attempts will also be discussed.

M CLINIC SPACE/EQUIPMENT

Adequate space, equipment, supplies, materials, and publications as determined by the health authority will be provided for the delivery of health care. CFMG will purchase all medical equipment and supplies required for Colusa County Facilities. As previously mentioned, CFMG has statewide contracts with pharmaceutical and supply vendors that service our sites. CFMG will safeguard all existing county owned equipment and replace as needed.

N MENTAL HEALTH SERVICES

Outpatient mental health services shall include screening, evaluation, diagnosis, treatment and referral services and will be available to all inmates in the Colusa County Jail. All mental health outpatient services shall be provided by qualified health services staff assigned through Colusa County Behavioral Health. Inmates requiring services beyond the on-site capability at the Colusa County Jail shall be referred to appropriate off-site providers as directed by mental health staff.

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All new inmates shall be observed and queried for signs or presence and history of mental illness, including suicidal behavior/ideations, and use of medication for psychiatric treatment as part of the intake health screening. Any inmate exhibiting or testifying to presence or history of mental illness will be seen initially by the RN who will make an assessment of the inmate's condition and refer to the mental health provider as required. CFMG health services staff will administer psychotropic medications as prescribed by the psychiatrist.

A Psychiatrist will be on-site once every other week at the Colusa County Jail. Colusa County will provide Mental Health On-call services 24 hours per day, 7 days per week. Inmates requiring special housing and/or observation for psychiatric reasons will be housed pursuant to consultation with the facility manager or watch commander and the responsible on-duty medical/mental health staff.

Crisis intervention and management of acute psychiatric episodes shall be handled initially by the R.N. In the event that the R.N. feels that an inmate meets criteria for Section 5150 of the W & I Code, they will follow county procedures for admission to the appropriate psychiatric inpatient setting. Inpatient psychiatric care will not be the financial responsibility of CFMG, Inc. Lab, pharmaceuticals, and diagnostic tests ordered by the psychiatrist will not be the financial responsibility of CFMG.

O DRUG AND ALCOHOL SERVICES

Inmates booked into the Colusa County Jail who are intoxicated shall be placed in detoxification cells and monitored by medical and custody staff in accordance with established written policies and procedures approved by the medical director and facility commander. Inmates will be evaluated on an individual basis by medical staff to determine the need for medically supported detoxification during incarceration.

The clinical management of chemically dependent inmates shall include diagnosis of chemical dependency by a physician or qualified health services staff. An individualized treatment plan will be developed and implemented, and a referral for community resources will be given upon release when appropriate.

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Inmates exhibiting signs of drug or alcohol withdrawal will be evaluated by health services staff. During the time health services staff are not on-site, and correctional staff suspect an inmate is experiencing withdrawal symptoms, they should transport the inmate to Colusa Regional Medical Center for medical clearance.

- Inmates identified by self or deputies as substance abusers shall be evaluated by health services staff to determine medical status.
- Evaluation, treatment, and referral shall be carried out in accordance with direct physician orders, or approved CFMG Protocols/Standardized Procedures.
- Opiate dependent pregnant inmates shall be evaluated by health services staff upon admission to the facility. Evaluation, treatment, and referral shall be in accordance with direct physician orders.
- Inmates who are unresponsive and/or whose condition is deemed by on-duty health services staff as unsuitable for housing in the jail shall be transported to Colusa Regional Medical Center for treatment.
- Inmates who have been treated for chemical dependency during their incarceration shall be counseled and referred to community resources upon release from the facility.

P **MISCELLANEOUS SERVICES, OTHER TITLE 15, AND CMA REQUIREMENTS**

Pregnant and Lactating Inmates

Comprehensive counseling and assistance are provided to pregnant inmates in keeping with their expressed desires in planning for their unborn children, whether desiring abortion, adoption service, or to keep the child.

All females shall be queried whether pregnant, recent delivery, miscarriage, or abortion as part of intake health screening completed upon admission to the facility. When pregnancy is determined, the patient will be scheduled for routine obstetric care with an off-site specialist. Prenatal and postnatal care shall be provided in accordance with the treatment plan established by off-site OB/GYN specialist. Opiate dependent pregnant inmates will be treated by direct orders of the responsible MD.

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Pregnant and lactating inmates will be given educational information and counseling regarding levels of activity, safety precautions and nutrition. Inmates desiring termination of pregnancy or adoption services shall be scheduled for counseling.

Medical Diets

Dietary services in the Colusa County Jail adhere to the standards outlined in Title 15, Section 1240-1249 of the California Administrative Code. The facility manager will arrange for an annual dietician review of the Dietary Manual.

In general, sufficient variety is offered so that individuals with specific dietary restrictions can meet their nutritional needs in an appropriate fashion. Simple instructions from the health services staff on how to properly select from the menu is offered. CFMG will coordinate for the provision of special diets with the County's food service coordinator.

Food Service Workers

Inmates assigned to work in food service areas shall receive a kitchen clearance examination prior to beginning work in the kitchen area. Included in this clearance will be TB screening. The food service director shall be responsible for monitoring the health and cleanliness of all inmate food handlers.

Communicable Disease

Communicable disease screening, continuing medical surveillance, case management and reporting are done pursuant to written procedures and guidelines. These procedures and guidelines are established and approved by the medical director, program manager, and the facility manager in accordance with state and local regulations and accepted community standards and practice. Universal precautions shall be practiced by all staff in the jail.

Inmates will be screened for communicable diseases during the Reviewing Screening process, Health Inventory & Communicable Disease Screening and sick call. Inmates identified as having or suspected of having a communicable disease will be treated in accordance to written standardized procedures, or by the direct order of the physician. TB testing will be performed as part of the Health Inventory & Communicable Disease Screening performed within 14 days of incarceration.

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CFMG will notify the Public Health Department of communicable diseases within the Colusa County Jail.

Treatment/Case Management

- Treatment and case management of inmates identified as having or suspected of having a communicable disease will be individualized in accordance with direct medical provider orders, written protocols, and standardized procedures and/or guidelines approved by the Medical Director.
- Infection Control Guidelines for Colusa County Jail.
- Exposure to Pathogenic Organism by CFMG staff
- Infection Control: Potential Exposure
- AIDS and Hepatitis B Isolation Guidelines

Reporting Custody - Health services staff will report incidence of communicable disease exposure to the officer in charge of the facility in accordance to CFMG "Communicable Disease Reporting Requirements" procedure.

Public Health Reporting - Health services staff shall report reportable communicable diseases to the Colusa County Public Health Department utilizing the *Confidential Morbidity Report Card*. Minimal information to be reported is: name, address, telephone number, occupation, diagnosis, sex, date of onset and diagnosis, and name and telephone number of the reporting physician. The inmate will be informed that the communicable disease will be reported to Colusa County Public Health and that he/she may be contacted for follow-up by a Colusa County Public Health Nurse.

Control and Treatment of Ectoparasites

Ectoparasitic infestation will be treated on an individual basis promptly and thoroughly to prevent the spread of communicable conditions within the facility. An inmate, complaining or suspected of being infested, will be examined by on duty health services staff. When lice or nits are found, the medical personnel will be responsible for overseeing the treatment.

Individuals suspected of having scabies will be isolated and placed on priority list for next sick call.

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Preventative Care/Inmate Education

Medical preventative maintenance, screening and education will be provided to inmates at the Colusa County Jail. Health education materials are provided to all inmates upon request.

In addition, individual patient education is provided on a regular ongoing basis during patient/staff encounters. Topics included, but not limited to are:

- ~ Sexually transmitted diseases
- ~ HIV/AIDS counseling
- ~ General health issues (alcohol, drug abuse education, prenatal care, diet and nutrition)
- ~ Tuberculosis

Inmates in Isolation/Administrative Isolation

To prevent depression, suicidal behavior and/or a digression of physical well being, inmates placed out of the general population in isolated cells for any reason shall be evaluated by health services staff three times per week to assess their physical and mental status. Evaluation will include notation of any bruises or self inflected injuries and comments on the inmate's general attitude and outlook. A notation will be placed in each inmate's chart after observation, to include date, time, findings, and name of evaluator.

Restraints

Inmates shall be placed in restraints by custody only with the approval of the facility manager or the watch commander.

Restraint devices shall only be used on inmates who display any of the following:

- ~ Bizarre behavior resulting in the destruction of cell furnishings;
- ~ Intent to harm themselves;
- ~ Intent to harm others; and/or,
- ~ Gravely disabled.

Continued retention shall be reviewed by the facility commander or watch commander at a minimum of every two hours.

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A medical opinion on placement and retention shall be secured as soon as possible but no later than 4 hours from the time of placement. Medical clearance for continued retention shall occur at least every six hours thereafter. A mental health consultation shall be secured within 8 hours.

Emergency First Aid/Staff and Visitors

CFMG will provide emergency first aid services to county staff and visitors within the confines of the Colusa County Jail. Health services staff will stabilize and arrange for transfer to an appropriate off-site facility.

First Aid Kits

First Aid Kits will be approved by the medical director or designee for content, location and inspection.

Continuity of Care

Patients will receive continuity of care from admission to discharge while in the Colusa County Jail, including referral to community care when indicated.

Health providers will obtain information regarding previous care when undertaking the care of a new patient. When the care of the patient is transferred, appropriate health information is shared with the providers in accordance with consent requirements.

A *Transfer of Medical Information* form will be completed and accompany inmates being transferred to another detention institution. Limited amounts of essential medications taken while in jail may be given to the inmate upon discharge by order of the physician.

Standardized Procedures

Standardized procedures have been developed through the collaborative efforts of nursing, medicine and administration. Nursing staff must be properly trained and approved by the responsible physician prior to utilizing standardized procedures. Only RN's will be authorized to operate under standardized procedures. These procedures will be reviewed at least once annually.

Direct Orders

Attachment: C11-169 California Forensic Medical Group (6540 : Approve 10th Modification to CFMG aka Wellpath)

Treatment by qualified health trained personnel other than a physician or dentist is performed pursuant to direct orders written and signed by personnel authorized by law to give such orders.

All orders shall be recorded in the medical record. Verbal orders shall be documented as such in the medical record and countersigned by the responsible physician.

Special Needs/Individual Treatment Plans

A written individualized treatment plan shall be developed by qualified health services staff for inmates requiring close medical supervision, including chronic and convalescent care to include directions to health services and other staff regarding their roles in the care and supervision of these inmates.

Treatment plans shall include housing, dietary, medication, observation and monitoring, and follow-up referral as appropriate.

The facility manager or his designee shall be included in the development of treatment plans which include custody (e.g. housing, observation, transportation).

Prosthesis

Medical prosthesis and eyeglasses are provided when the health of the inmate would otherwise be adversely affected as determined by the responsible physician. All medical prosthesis will be cleared by custody staff.

Access to Health Care Services

Information regarding access to health care services shall be communicated verbally and in writing to inmates upon their arrival at the Colusa County Jail. Provision shall be made to communicate this information to non-English speaking inmates. Verbal explanations of the sick call procedure shall be communicated to all detainees at the time of booking.

Attachment: C11-169 California Forensic Medical Group (6540 : Approve 10th Modification to CFMG aka Wellpath)

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

COST PROPOSAL FOR JAIL INMATE MEDICAL SERVICES TO THE COLUSA COUNTY ADULT FACILITY

8.2.2 Price Proposal Elements

CFMG has been the provider of medical services for Colusa County since 2000. Our price proposal for comprehensive services for the period of July 1, 2011 to June 30, 2012 is $394,140. The price proposal is based on the following assumptions:

1) Staffing pattern as presented in proposal.
2) Average inmate population of 65 inmates
3) Responsible for inmates after they are medically cleared, physically placed and booked into the adult facility.
4) Catastrophic limit of $15,000 per medical surgical inpatient episode.
5) Per Diem charge of 1.81 per inmate for an quarterly average inmate population in excess of 75. Per Diem rebate of $1.81 for quarterly average inmate population of less than 55 with a maximum adjustment of 10 inmates per quarter.
6) Monthly price and Per Diem adjustment on July 1 of each year based on the consumer price index percentage increase or decrease which shall be defined as the United States City Average for Urban Wage Earners and Clerical Workers Medical Care Index for the San Francisco/Oakland/San Jose Region for the period of February to February of each year.
7) No responsibility for off-site or on-site mental health costs.
8) No requirement to apply for or achieve IMQ accredidation.
9) Liability for HIV medications will be limited to $5,000 aggregate annually.
10) Provision of our current insurance program.

Attachment: C11-169 California Forensic Medical Group (6540 : Approve 10th Modification to CFMG aka Wellpath)

EXHIBIT "C"

COLUSA COUNTY STAFFING PATTERN

POSITION	S	M	T	W	T	F	S	HRS	FTE	FAC
Charge RN/FNP		8-4	8-4	8-4	8-4	8-4		40	1.0	Jail
Medical Director Physician	Once per week							2-4	.05-0.1	Jail
Medical On-Call	24 hours a day, seven days a week									Jail

Attachment: C11-169 California Forensic Medical Group (6540 : Approve 10th Modification to CFMG aka Wellpath)

Group

6-28-11

Sheriff/Jail

For: Inmate Health
Care Services

COUNTY OF COLUSA, CA **3.15**

Request For County Board of Supervisors Action

MEETING DATE: **May 11, 2021**

DEPARTMENT: **County Administrative Office**

FROM: **Wendy Tyler**

SUBJECT: **Addendum to PARS Trust to Allow On-Line Access**

Approve Addendum to the 115 Trust Administrative Services Agreement with **Public Agency Retirement Services (PARS)** and authorize the County Administrator to sign.

Detailed Description/Background of request

Public Agency Retirement Services (PARS) has implemented an on-line employer portal for their client's use. In order for us to utilize this platform PARS requires an addendum to our existing Administrative Services Agreement. The on-line platform will provide us with access to our account documents and to see more "real-time" transactions.

As the Plan Administrator the CAO will be responsible for authorizing specific County Peronnel to have access to the Portal.

Prior Board Action

Approved Agreement for Administrative Services (C18-127) June 26, 2018.

Fiscal Impact/Funding Source

There is no cost for this additional feature.

Action for the Clerk

Obtain necessary signatures and mail to:
PARS
ATTN: Tod Hammeras, CFO
4350 Von Karman Ave, Suite 100
Newport Beach, CA 92660

Also email to Will Rogerts: wrogers@pars.org
with notice that originals are being send snail mail.

ATTACHMENTS:

- PARS Employer Portal Opt-In Addendum (PDF)
- TermsOfService (PDF)
- PrivacyPolicy (PDF)
- C18-127 Public Agency Retirement Services (PARS) (PDF)

115 TRUST PARS EMPLOYER PORTAL
OPT-IN ADDENDUM TO THE AGREEMENT FOR ADMINISTRATIVE SERVICES

This Opt-In Addendum (the "**Addendum**") is made this _____ day of _____, 2021 ("**Addendum Effective Date**") and is an addendum to the Agreement for Administrative Services for the County of Colusa PARS Public Agencies Post-Employment Benefits Trust (the "**Agreement**"), between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services and PARS ("**PARS**") and County of Colusa (the "**Agency**") made effective June 26, 2018, and hereby incorporates by reference the terms and conditions of the Agreement. Any capitalized terms not defined in this Addendum shall be their respective definitions in the Agreement.

WHEREAS, Agency currently receives certain Services from PARS under the Agreement.

WHEREAS, PARS has expanded the scope of its Services to allow designated Agency personnel to access and view the Agency's PARS Public Agencies Post-Employment Benefits Trust information on a read-only basis through a web-based portal available at https://employer.pars.org (the "**Employer Portal**"); and

WHEREAS, Agency wishes to allow designated Agency personnel the ability to access and use the Employer Portal.

NOW THEREFORE, the parties hereby agree that:

1. Agency is opting-in to allow PARS to provide designated Agency personnel with the right to access and use the Employer Portal, subject to terms and conditions herein and the applicable Agency's acceptance of, and compliance with, the Employer Portal's Terms of Service and Privacy Policy located at https://employer.pars.org.

2. Agency shall add and remove access to the Employer Portal for designated Agency personnel as appropriate by notifying PARS in writing of any such changes.

3. Except as expressly set forth in this Addendum, the terms and conditions of the Agreement remain unchanged and in full effect.

This Addendum is executed by an authorized representative of each party and shall become effective on the latter of the dates signed below by the parties.

County of Colusa		**Phase II Systems dba Public Agency Retirement Services and PARS**	
By:	_____	By:	_____
Name:	Wendy Tyler	Name:	Tod Hammeras
Title:	County Administrative Officer	Title:	Chief Financial Officer
Date:	_____	Date:	_____

Attachment: PARS Employer Portal Opt-In Addendum (6552 : PARS Trust Agreement Addendum for Employer Portal Opt-In)

PUBLIC AGENCY RETIREMENT SERVICES | PARS

TRUSTED SOLUTIONS. LASTING RESULTS.

PARS Employer Portal Terms of Service
Effective Date: April 1, 2019

Public Agency Retirement Services is a provider of retirement services directed at public agencies. Public Agency Retirement Services operates the https://employer.pars.org website (the "***Employer Portal***"). PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THE EMPLOYER PORTAL.

1. Acceptance of Terms

THESE TERMS OF SERVICE, AS AMENDED FROM TIME TO TIME AND PUBLISHED AT HTTPS://EMPLOYER.PARS.ORG, INCORPORATE THE PARS PRIVACY POLICY AVAILABLE AT HTTPS://EMPLOYER.PARS.ORG ("***TERMS OF SERVICE***"), AND ARE A LEGAL AGREEMENT BETWEEN PUBLIC AGENCY RETIREMENT SERVICES ("***PARS***") AND YOU ("***YOU,***" or "***YOUR***").

YOU MUST READ AND AGREE TO THESE TERMS OF SERVICE, INCLUDING THE PRIVACY POLICY, BEFORE USING THE EMPLOYER PORTAL. BY USING THE EMPLOYER PORTAL, YOU AGREE TO THESE TERMS OF SERVICE AND THE PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE OR THE PRIVACY POLICY, DO NOT USE THE EMPLOYER PORTAL.

You are responsible for regularly reviewing the Terms of Service, as modified from time to time. All such modifications will be effective with reasonable notice after posted by PARS. If You are dissatisfied with any modification to the Terms of Service, Your only remedy is to terminate Your use of the Employer Portal, as described in Section 9 (Termination and Survivability) of these Terms of Service. Your continued use of the Employer Portal after a change or update has been made to the Terms of Service constitutes Your acceptance of such change or update.

2. Eligibility

By using the Employer Portal, You represent, warrant, and covenant that:

(a) All registration information You submit to PARS is truthful and accurate;

(b) You will maintain the accuracy of such information; and

(c) Your use of the Employer Portal does not violate any applicable law or regulation.

3. Use of the Employer Portal

Provided that You comply with these Terms of Service, PARS hereby grants to You, and You hereby accept from PARS, a limited, revocable, nonexclusive, nonassignable, nonsublicensable license and right to access the Employer Portal, through a generally available web browser or mobile device, to view information and use the services offered through the Employer Portal.

Attachment: TermsOfService (6552 : PARS Trust Agreement Addendum for Employer Portal Opt-In)

4. User Accounts

To use the Employer Portal, You will be required to create a user account ("***Account***"). If You create an Account, You agree to provide PARS with current, complete, true and accurate information, and You further agree to update this information should it change. PARS may suspend, terminate, modify, or delete Your access to Your Account through the Employer Portal with or without notice to You, at any time for any reason or for no reason, including but not limited to Your violation of the Terms of Service without any liability to You or to any third party. If we terminate, suspend, or cancel Your access to Your Account through the Employer Portal, You will have no further access to Your Account through the Employer Portal or anything associated with it.

PARS reserves the right to change or discontinue any service or feature provided by PARS, including, without limitation, the Employer Portal, at any time and without notice. You agree that PARS shall not be liable for any loss or damage caused, directly or indirectly, by any such termination, suspension, change or discontinuance.

YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR PASSWORD AND FOR ANY AND ALL ACTIVITIES THAT OCCUR IN CONNECTION WITH YOUR ACCOUNT, WHETHER OR NOT AUTHORIZED BY YOU. You agree to notify PARS immediately of any unauthorized use of Your Account or any other breach of security and to provide properly documented evidence as requested by PARS. You may not use anyone else's Account at any time and You may not allow anyone else to use Your Account at any time. You agree that PARS will not be liable for any loss You may incur as a result of someone else using Your password or Account, either with or without Your knowledge, and You further agree that You will be liable for losses incurred by PARS or another party due to someone else that You knowingly allow to use Your Account or password.

5. Limitations

ANY USE OF THE EMPLOYER PORTAL IN VIOLATION OF THESE TERMS OF SERVICE WILL BE REGARDED AS AN INFRINGEMENT OF PARS' COPYRIGHT RIGHTS IN AND TO THE CONTENT.

("Content" shall mean including, without limitation, data, audio, text, and any and all other material and information you see on portal, whether provided by pars or otherwise).

You may not, under any circumstances, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, adapt, translate, transfer, buy, auction, rent, lease, loan or sell any Content, or other materials appearing in or generated by the Employer Portal, or any information obtained from the Employer Portal, without the prior express written consent of PARS.

You may not, under any circumstances, exploit the Content or the Employer Portal for any purpose whatsoever.

Attachment: TermsOfService (6552 : PARS Trust Agreement Addendum for Employer Portal Opt-In)

You may not, under any circumstances, use the Content or the Employer Portal in any manner that is:

(a) Unlawful;

(b) That could damage, disable, overburden, or impair any PARS server or the network(s) connected to any PARS server;

(c) That could interfere with any other party's use and enjoyment of the Employer Portal;

(d) That gains or attempts to gain unauthorized access to the Employer Portal, unpublished information or material, other users' Accounts, or computer systems and/or networks connected to any PARS server, or to any part of the Employer Portal, through hacking, password mining or any other means;

(e) That collects or aggregates information regarding other users' actions relating to the Employer Portal; or

(f) That reverse engineers, decompiles, disassembles or attempts to reverse engineer, decompile, or disassemble any part of the Employer Portal.

6. Communications

By creating an Account, You understand You may receive periodic information regarding current and future services offered on the Employer Portal and/or related third party products. You may unsubscribe at any time by terminating Your Account as described in Section 9 (Termination and Survivability).

7. Privacy/Security

You understand that any information that You provide or that is collected by PARS in connection with Your use of the Employer Portal will be used in the manner described in these Terms of Service and PARS Privacy Policy available at: https://employer.pars.org. Without limiting the terms of the Privacy Policy, You understand that PARS does not guarantee that Your use of the Employer Portal and/or the information provided by You will be private or secure, and PARS is not responsible or liable to You for any lack of privacy or security You may experience. You are fully responsible for taking all precautions and providing security measures best suited for Your access to, and use of, the Employer Portal.

8. Jurisdictional Issues and Export Control Laws

The Employer Portal is controlled and operated by PARS from its offices within the United States. PARS makes no representation that Content and other materials available through the Employer Portal are appropriate or available for use in any other locations. Those who choose to access the Employer Portal from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

Attachment: TermsOfService (6552 : PARS Trust Agreement Addendum for Employer Portal Opt-In)

9. Termination and Survivability

These Terms of Service are effective until terminated. PARS may terminate these Terms of Service with or without notice to You by terminating Your access to Your Account through the Employer Portal as set forth in Section 4 (User Accounts). You may terminate these Terms of Service and Your access to Your Account through the Employer Portal by sending an email stating Your intention to terminate these Terms of Service to PARS at: trust@pars.org, Attn: Client Services Department, with the subject line "Account Termination." Such termination will not be effective until acknowledged by PARS, but not more than thirty (30) days after sending such termination email.

The provisions of 5 (Limitations), 9 (Termination and Survivability), 11 (Disclaimer of Warranty; Limitation of Liability), 12 (Indemnity), and 13 (Jurisdiction and Choice of Law) shall survive any termination of these Terms of Service.

10. Links to Third Party Sites

The Employer Portal may link to third party sites ("***Linked Sites***"). These Linked Sites are not controlled by PARS. PARS is not responsible for the information of the Linked Sites, for the business practices or privacy policies of the Linked Sites, or for the collection, use or disclosure of any information by the Linked Sites. PARS provides links to the Linked Sites only as a matter of convenience, and the inclusion of any link does not imply an endorsement by PARS of any Linked Site.

You assume any and all risks, known or unknown, now existing or hereafter arising, related to the transactions with the Linked Sites' items, including, but not limited to, completing transactions, default, negligence, unauthorized use of Your Account and password and other users acting under false identity.

11. Disclaimer of Warranty; Limitation of Liability

YOU EXPRESSLY AGREE THAT THE USE OF THE EMPLOYER PORTAL IS AT YOUR SOLE RISK. THE EMPLOYER PORTAL IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES (INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES OR CONDITIONS ARE LEGALLY INCAPABLE OF EXCLUSION.

PARS NOR ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, STOCKHOLDERS, EMPLOYEES, LICENSORS, DISTRIBUTORS, SUBLICENSEES, AGENTS, OR SUBCONTRACTORS (COLLECTIVELY, THE "***PARS PARTIES***") ASSUME ANY RESPONSIBILITY FOR ANY DAMAGES SUFFERED BY YOU, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, ERRORS, SYSTEM DOWN TIME, OR

Attachment: TermsOfService (6552 : PARS Trust Agreement Addendum for Employer Portal Opt-In)

INTERRUPTIONS IN THE ACCESSIBILITY OR USE OF THE EMPLOYER PORTAL CAUSED BY THE PARS PARTIES, OR BY YOUR OR OTHER USERS' ERRORS AND/OR OMISSIONS.

YOU ACKNOWLEDGE AND AGREE THAT TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, THE PARS PARTIES ARE NOT LIABLE FOR ANY ACT OR FAILURE TO ACT BY THEM OR ANY OTHER PERSON REGARDING CONDUCT, COMMUNICATION OR CONTENT ON THE EMPLOYER PORTAL OR USE OF THE EMPLOYER PORTAL. YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH PARS IS TO STOP USING THE EMPLOYER PORTAL, AND TO CANCEL YOUR ACCESS TO YOUR ACCOUNT(S) THROUGH THE EMPLOYER PORTAL.

IN NO CASE SHALL THE LIABILITY OF THE PARS PARTIES TO YOU EXCEED ONE HUNDRED DOLLARS. IN NO CASE SHALL THE PARS PARTIES BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO YOUR USE OF THE EMPLOYER PORTAL OR ANY INTERACTIONS WITH PARS.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE LIABILITY OF PARS AND THE PARS PARTIES SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. PARS DOES NOT ENDORSE, WARRANT, OR GUARANTEE ANY THIRD PARTY PRODUCT OR SERVICE OFFERED THROUGH THE EMPLOYER PORTAL AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD PARTY PROVIDERS OF PRODUCTS OR SERVICES.

12. Indemnity

You agree to defend, indemnify and hold harmless PARS and its directors, officers, employees, agents, shareholders, licensors, parent companies and representatives, from and against all claims, losses, costs and expenses (including without limitation reasonable attorneys' fees) arising out of

(a) Your use of, or activities in connection with the Employer Portal;

(b) Any violation of these Terms of Service by You or through Your Account or using Your user name; or

(c) Any allegation that any information, messages, or materials that You make available or create through the Employer Portal infringes or otherwise violates the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party.

13. Jurisdiction and Choice of Law

These Terms of Service, and any disputes arising from or relating to the conduct covered by the Terms of Service, are governed by the laws of the State of California. In the event either You or PARS institutes legal proceedings to enforce or interpret these Terms of Service, the venue and

Attachment: TermsOfService (6552 : PARS Trust Agreement Addendum for Employer Portal Opt-In)

jurisdiction shall be Orange County, California, without regards to any principles of conflicts of laws and the United Nations Convention on Contracts for the International Sale of Goods.

14. Assignment

PARS may assign these Terms of Service, in whole or in part, at any time. You may not assign, transfer or sublicense these Terms of Service or any or all of Your rights or obligations under these Terms of Service without PARS' express prior written consent.

15. Waiver

No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.

16. Headings

Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

17. Notice

Notices to You may be made via posting to the Employer Portal, by email, or by regular mail, in PARS' discretion. PARS may also provide notices of changes to these Terms of Service or other matters by displaying such notices or by providing links to such notices on the Employer Portal. Without limitation, You agree that a printed version of these Terms of Service and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

18. Severability

If any part of these Terms of Service are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Service shall continue in effect.

19. Complete Agreement

These Terms of Service, including the documents expressly incorporated by reference, constitute the entire agreement between You and PARS with respect to its subject matter. These Terms of Service supersede all prior or contemporaneous communications, whether electronic, oral or written, between You and PARS with respect to its subject matter and You represent that You have not relied on any such communications in accepting these Terms of Service.

Attachment: TermsOfService (6552 : PARS Trust Agreement Addendum for Employer Portal Opt-In)

20. Notice for California Users

Under California Civil Code Section 1789.3, California Website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

21. Questions

If You have any questions, comments or complaints regarding these Terms of Service or the Employer Portal, feel free to contact us at: trust@pars.org.

22. General Provisions

A printed version of these Terms of Service and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

The parties agree that all correspondence relating to these Terms of Service shall be written in the English language.

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Attachment: TermsOfService (6552 : PARS Trust Agreement Addendum for Employer Portal Opt-In)

PARS Employer Portal Privacy Policy
Updated: December 23, 2019

- Privacy Statement
- Information Collected by PARS
  - Information that you Knowingly and Willingly Provide
  - Non-Personally Identifiable Information
  - Information Collected by Cookies, Web Beacons, and other Technologies
- PARS' Do Not Track Policy
- How Is Your Personally Identifiable Information Used?
- Who Can Access the Information We Collect?
- Selling of Personally Identifiable Information
- Links to Third Party Services
- Security, Storage, and Retention
  - Security
  - Storage
  - Retention
- International Users
- Changes to this Privacy Policy
- Information Correction, Removal, and Opting-Out
  - Correction & Removal
  - Opting Out
  - Your California Rights
- Privacy Inquiries

A. Privacy Statement

Your privacy is valued and respected at Public Agency Retirement Services ("***we***", "***our***", "***us,***" or "***PARS***"). This Privacy Policy ("***Privacy Policy***") describes the types of information, including Personally Identifiable Information, that we gather from you when you use the https://employer.pars.org website (the "***Employer Portal***"), as well as your choices regarding use and disclosure of your ("***you***" or "***your***") Personally Identifiable Information. By accessing or using our Employer Portal, you consent to the policies and practices described in this Privacy Policy, as modified from time to time by us in our sole discretion. As used in this Privacy Policy, the term "***Personally Identifiable Information***" means information that identifies you personally, alone or in combination with other information available to us.

By accessing our Employer Portal, you agree to be bound by this Privacy Policy. If you do not agree to the terms of this Privacy Policy or our Terms of Service, do not use our Employer Portal. Each time you use our Employer Portal, the then-current version of the Privacy Policy will apply. Accordingly, whenever you use our Employer Portal, you should check the date of this Privacy Policy (which appears at the top) and review any changes since the last version. This Privacy Policy is applicable to all users of our Employer Portal.

Further, you acknowledge that this Privacy Policy is part of our Terms of Service available at https://employer.pars.org, which is incorporated by reference, and by accessing or using our

Attachment: PrivacyPolicy (6552 : PARS Trust Agreement Addendum for Employer Portal Opt-In)

Employer Portal, you agree to be bound by the Terms of Service ("***Terms of Service***"). If you do not agree to our Terms of Service, do not access or use our Employer Portal. If you have any questions about our privacy practices, please refer to the end of this Privacy Policy for information on how to contact us.

B. Information Collected by PARS

When you use our Employer Portal, PARS collects information (i) that you knowingly and voluntarily provide when you use our Employer Portal (such as through forms or profile screens) including registration/account setup information, and (ii) that we are able to collect from your web browser, cookies, and/or other similar technologies.

1. Information that you Knowingly and Willingly Provide

PARS collects the information that you knowingly and voluntarily provide when you use our Employer Portal (such as through web forms or profile screens), including registration/account setup information, and profile details. We primarily use this information to help you access, and make use of, the Employer Portal. You can choose not to provide us with certain Personally Identifiable Information, but then you may not be able to take advantage of our Employer Portal or other available features we offer. The information that we collect and use may include the following kinds of Personally Identifiable Information:

- First and Last Name
- Email Address
- Login name, screen name, nick name, handle or any other identifier that permits the physical or online contacting of a specific individual

2. Non-Personally Identifiable Information

PARS collects information that is sent to us automatically by your web browser. PARS may use this information to generate aggregate statistics about visitors to our Employer Portal. This information typically includes details about your:

- IP Address
- Browser Type
- Operating System
- Local Time Zone
- Date and Time of Each Visitor Request (e.g. web pages selected and time spent on each page)
- Device Type (e.g. desktop, laptop, tablet, phone, etc.)

PARS may use non-Personally Identifiable Information for various business purposes such as providing the Employer Portal, fraud prevention, market research, and improving our Employer Portal. The information we receive depends on the settings on your browser. Please check your browser if you want to learn what information your browser sends or how to change your settings.

Attachment: PrivacyPolicy (6552 : PARS Trust Agreement Addendum for Employer Portal Opt-In)

Aggregate Information. We may aggregate and/or anonymize all information that we collect from you, including Personally Identifiable Information. This may be done for the purpose of market research on our services.

3. Information Collected by Cookies, Web Beacons and Other Technologies

PARS may obtain information about you by installing "cookies" on your computer's hard drive. We use cookies to collect statistical information about the ways visitors use our Employer Portal including which pages they visit, which links they use, and how long they stay on each page. PARS also may use cookies to create a database of your previous choices and preferences, saving you time and effort. If you do not wish to receive cookies, you may set your browser to reject cookies or to alert you when a cookie is placed on your computer. If you limit or disable the use of cookies when you visit PARS, you may be unable to use the full functionality of our Employer Portal.

C. PARS' Do Not Track Policy

PARS responds to a web browser's "do not track" signals.

D. How Is Your Personally Identifiable Information Used?

We may use Personally Identifiable Information we collect about you on its own or combine it with other information we have about you to:

- To create and manage user accounts and/or profiles through registration and account maintenance
- Perform internal operations, such as tracking and improving the effectiveness of the Employer Portal
- Provide support
- Resolve disputes between users and/or a user and PARS, as set forth in our Terms of Service
- Use the location of your mobile device to prevent fraud or deliver other location-based services that you may request
- Conduct surveys and research
- Receive feedback
- Conduct audits
- Provide information to our suppliers or business partners
- Provide information to our representatives and/or advisors, such as our attorneys, accountants, and others to help us comply with legal, accounting, or security requirements
- Comply with legal requirements, such as in response to a subpoena or similar investigative demand

We may also disclose your Personally Identifiable Information as otherwise set forth in this Privacy Policy, as permitted by law, or with your consent.

Attachment: PrivacyPolicy (6552 : PARS Trust Agreement Addendum for Employer Portal Opt-In)

E. Who Can Access the Information We Collect?

PARS may disclose your Personally Identifiable Information in the following instances:

Agents. We employ other companies and individuals to perform functions on our behalf. Examples of such functions include fulfilling orders, delivering packages, sending postal mail and e-mail, removing repetitive information from customer lists, analyzing data, providing technical support, providing marketing assistance, providing search results and links (including paid listings and links), and providing customer service. We share our users' Personally Identifiable Information with these agents as we deem necessary for such third parties to perform their functions.

Employees. Only authorized employees have access to your Personally Identifiable Information.

Affiliates. When you are asked for information while on our Employer Portal, you are sharing that information with PARS, and our various affiliates and sister companies, unless specifically stated otherwise. As a result of this sharing, you may receive communications from any of our affiliates.

Authorized Business Partners. These include agents, contractors, vendors, licensors, resellers, system integrators, etc. We, our affiliates, and our business partners may share this Personally Identifiable Information with each other and use it consistent with this Privacy Policy. They may also combine it with other information to provide and improve our products, Employer Portal, content, and advertising.

To Comply with Legal Process, Protect PARS, or Enforce our Rights. We may release your Personally Identifiable Information when it is necessary to (i) conform to legal requirements or comply with legal process; (ii) enforce or apply our conditions of use and other agreements (iii) protect the rights, safety or property of PARS, our affiliates, service providers, our users or the public, or (iv) prevent a crime or protect national security (including exchanging information with other companies and organizations for fraud protection and credit risk reduction).

As Part of a Merger or Sale of Business. We may disclose your Personally Identifiable Information in connection with a substantial corporate transaction, such as the sale of our business, a divestiture, merger, consolidation, or asset sale, or in the unlikely event of bankruptcy.

F. Selling of Personal Identifiable Information

We will not sell your Personally Identifiable Information to third parties for their use without your consent.

G. Links to Third Party Services

Our Employer Portal may contain links to third party websites, applications and services not operated by us. These links are provided as a service and do not imply any endorsement by PARS of the activities or content of these sites, applications or services nor any association with their operators. PARS is not responsible for the privacy policies or practices of any third party including

Attachment: PrivacyPolicy (6552 : PARS Trust Agreement Addendum for Employer Portal Opt-In)

websites or services directly linked to our Employer Portal. We encourage you to review the privacy policies of any third party site that you link from our Employer Portal.

H. Security, Storage, and Retention

1. Security

We take reasonable technical and organizational precautions to protect the confidentiality, security and integrity of your Personally Identifiable Information. Although we use security measures to help protect your Personally Identifiable Information against loss, misuse or unauthorized disclosure, we cannot guarantee the security of information transmitted to us over the Internet. While we strive to use commercially acceptable means to protect your Personally Identifiable Information, there is no guarantee that information may not be accessed, disclosed, altered or destroyed.

2. Storage

The Personally Identifiable Information that you provide to us is generally stored on servers located in the United States. If you are located in another jurisdiction, you should be aware that once your Personally Identifiable Information is submitted through our Employer Portal, it will be transferred to our servers in the United States and that the United States currently does not have uniform data protection laws in place.

3. Retention

We will retain your information for as long as your account is active or as needed to provide you with our Employer Portal. If you wish to cancel your user account or request that we no longer use your information to provide you access to our Employer Portal, contact us at: trust@pars.org. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

I. International Users

We are headquartered in the United States. Your Personally Identifiable Information may be accessed by us or transferred to us in the United States or to our affiliates, partners, merchants, or service providers who are located worldwide. If you are visiting our Employer Portal from outside the United States, be aware that your information may be transferred to, stored, and processed in the United States where our servers are located, and our central database is operated. By using our Employer Portal, you consent to any transfer of this information.

We will protect the privacy and security of Personally Identifiable Information according to this privacy statement, regardless of where it is processed or stored, however you explicitly acknowledge and consent to the fact that Personally Identifiable Information stored or processed in the United States will be subject to the laws of the United States, including the ability of governments, courts or law enforcement or regulatory agencies of the United States to obtain disclosure of your Personal Information.

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J. Changes to this Privacy Policy

We reserve the right to update or modify this Privacy Policy from time to time. If we make any material changes to this Privacy Policy or the way we use, share or collect Personally Identifiable Information, we will notify you by revising the "Effective Date" at the top of this Privacy Policy, prominently posting an announcement of the changes on our Employer Portal, or sending an email to the email address you most recently provided us (unless we do not have such an email address) prior to the new policy taking effect. Users are bound by any changes to the Privacy Policy when he or she uses our Employer Portal after notice of such changes has been communicated. We encourage you to review this Privacy Policy regularly to ensure that you are familiar with PARS' current practices.

K. Information Correction, Removal, and Opting-Out

1. Correction & Removal

If any of the information that we have about you is incorrect, or you wish to have your user account removed from our Employer Portal, please contact us to update or delete your user account at: trust@pars.org. We will respond to such inquiries within thirty (30) days.

2. Opting Out

Additionally, if you prefer not to receive marketing messages from us, please let us know by clicking on the unsubscribe link within any marketing message that you receive, or by sending a message to us at: trust@pars.org.

3. Your California Rights

FOR RESIDENTS OF CALIFORNIA ONLY.

California law may provide you with additional rights regarding your personal information. To learn more about your California privacy rights, see our **PARS Privacy Notice for California Residents.**

L. Privacy Inquiries

If you have any questions or concerns about this Privacy Policy or our privacy practices please contact us as follows:

- By emailing the Privacy Department at: trust@pars.org.
- By mail post to:
  Public Agency Retirement Services
  Attn: Privacy Department
  P.O. Box 12919
  Newport Beach, CA 92658

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AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement ("Agreement") is made this 26th day of June, 2018, between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services and PARS (hereinafter "PARS") and the County of Colusa ("Agency").

WHEREAS, the Agency has adopted the PARS Public Agencies Post-Employment Benefits Trust for the purpose of pre-funding pension obligations and/or OPEB obligations ("Plan"), and is desirous of retaining PARS as Trust Administrator to the Trust, to provide administrative services.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as "Exhibit 1A" ("Services") in a timely manner, subject to the further provisions of this Agreement.

2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as "Exhibit 1B".

3. **Payment Terms.** Payment for the Services will be remitted directly from Plan assets unless the Agency chooses to make payment directly to PARS. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month. If payment is not received from the Agency within sixty (60) days of the invoice delivery date, payment plus accrued interest will be remitted directly from Plan assets, unless PARS has previously received written communication disputing the subject invoice that is signed by a duly authorized representative of the Agency.

4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS' standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with a detailed description of the services, terms, and applicable rates for such services. Such services, terms, and applicable rates shall be agreed upon in writing and executed by both parties.

5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency's providing PARS the information specified in the exhibit attached hereto as "Exhibit 1C" ("Data"). It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the

Attachment: C18-127 Public Agency Retirement Services (PARS) (6552 : PARS Trust Agreement Addendum for Employer Portal Opt-In)

Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non performance of Services to the extent such non performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.

6. **Records.** Throughout the duration of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.

7. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency, subject to applicable law, and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.

8. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

9. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, employees, agents and attorneys, from any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of, to the extent, PARS' or Agency's, as the case may be, negligent acts, errors or omissions with respect to the performance of their respective duties hereunder.

10. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.

Attachment: C18-127 Public Agency Retirement Services (PARS) (6552 : PARS Trust Agreement Addendum for Employer Portal Opt-In)

11. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.

12. **Force Majeure.** When a party's nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by such cause, including but not limited to: any incidence of fire, flood, acts of God, acts of terrorism or war, commandeering of material, products, plants or facilities by the federal, state or local government, or a material act or omission by the other party.

13. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.

14. **Designees.** The Plan Administrator of the Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Body of the Agency, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.

15. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

    (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President

    (B) To Agency: County of Colusa; 547 Market Street, Room 102; Colusa, CA 95932; Attention: County Administrative Officer

    Notices shall be deemed given on the date received by the addressee.

16. **Term of Agreement.** This Agreement shall remain in effect for the period beginning June 26, 2018 and ending June 30, 2021 ("Term"). This Agreement may be terminated at any time by giving thirty (30) days written notice to the other party of the intent to terminate. Absent a thirty (30) day written notice to the other party of the intent to terminate, this Agreement will continue unchanged for successive twelve month periods following the Term.

17. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.

18. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement.

Attachment: C18-127 Public Agency Retirement Services (PARS) (6552 : PARS Trust Agreement Addendum for Employer Portal Opt-In)

In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.

19. **Attorneys Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement the prevailing party herein shall be entitled to receive its reasonable attorney's fees.

20. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.

21. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

22. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.

AGENCY:

BY: Wendy G. Tyler
Wendy G. Tyler

TITLE: County Administrative Officer

DATE: 6/26/2018

PARS:

BY: Tod Hammeras
Tod Hammeras

TITLE: Chief Financial Officer

DATE: 6/21/2018

Attachment: C18-127 Public Agency Retirement Services (PARS) (6552 : PARS Trust Agreement Addendum for Employer Portal Opt-In)

Attachment: C18-127 Public Agency Retirement Services (PARS) (6552 : PARS Trust Agreement Addendum for Employer Portal Opt-In)

EXHIBIT 1A

SERVICES

PARS will provide the following services for the County of Colusa Public Agencies Post-Employment Benefits Trust:

1. Plan Installation Services:
   (A) Meeting with appropriate Agency personnel to discuss plan provisions, implementation timelines, actuarial valuation process, funding strategies, benefit communication strategies, data reporting, and submission requirements for contributions/reimbursements/distributions;
   (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
   (C) Providing the documentation needed to establish the Plan to be reviewed and approved by Agency legal counsel. Resulting final Plan documentation must be approved by the Agency prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 2 below.
2. Plan Administration Services:
   (A) Monitoring the receipt of Plan contributions made by the Agency to the trustee of the PARS Public Agencies Post-Employment Benefits Trust ("Trustee"), based upon information received from the Agency and the Trustee;
   (B) Performing periodic accounting of Plan assets, reimbursements/distributions, and investment activity, based upon information received from the Agency and/or Trustee;
   (C) Coordinating the processing of distribution payments pursuant to authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
   (D) Coordinating actions with the Trustee as directed by the Plan Administrator within the scope this Agreement;
   (E) Preparing and submitting a monthly report of Plan activity to the Agency, unless directed by the Agency otherwise;
   (F) Preparing and submitting an annual report of Plan activity to the Agency;
   (G) Facilitating actuarial valuation updates and funding modifications for compliance with GASB 45/75, if prefunding OPEB obligations;
   (H) Coordinating periodic audits of the Trust;
   (I) Monitoring Plan and Trust compliance with federal and state laws.
3. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.

EXHIBIT 1B

FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

An annual asset fee shall be paid from Plan assets based on the following schedule:

For Plan Assets from:			**Annual Rate:**
$0	to	$10,000,000	0.25%
$10,000,001	to	$15,000,000	0.20%
$15,000,001	to	$50,000,000	0.15%
$50,000,001	and	above	0.10%

Annual rates are prorated and paid monthly. The annual asset fee shall be calculated by the following formula [Annual rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month]. Trustee and Investment Management Fees are not included.

Attachment: C18-127 Public Agency Retirement Services (PARS) (6552 : PARS Trust Agreement Addendum for Employer Portal Opt-In)

EXHIBIT 1C

DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. Executed Legal Documents:
   (A) Certified Resolution
   (B) Adoption Agreement to the Public Agencies Post-Employment Benefits Trust
   (C) Trustee Investment Forms

2. Contribution – completed Contribution Transmittal Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
   (A) Agency name
   (B) Contribution amount
   (C) Contribution date
   (D) Contribution method (Check, ACH, Wire)

3. Distribution – completed Payment Reimbursement/Distribution Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
   (A) Agency name
   (B) Payment reimbursement/distribution amount
   (C) Applicable statement date
   (D) Copy of applicable premium, claim, statement, warrant, and/or administrative expense evidencing payment
   (E) Signed certification of reimbursement/distribution from the Plan Administrator (or authorized Designee)

4. Other information pertinent to the Services as reasonably requested by PARS and Actuarial Provider.

Attachment: C18-127 Public Agency Retirement Services (PARS) (6552 : PARS Trust Agreement Addendum for Employer Portal Opt-In)

COUNTY OF COLUSA, CA **3.16**

Request For County Board of Supervisors Action

MEETING DATE: **May 11, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **Request for Bid - Road Repair on Leesville Road**

Adopt plans, specifications and working details for a Request for Bid (RFB) for road repair on Leesville Road within Colusa County.

Detailed Description/Background of request

Public Works is requesting to solicit bids from qualified contractors to perform road repair on Leesville Road within Colusa County in accordance with proposed plans, specifications, and working details included in the attached proposed Request for Bids. Under California Pubic Contracting Code section 20150.12 the Board is required to adopt the plans, specification and working details for all proposed public works projects exceeding $10,000.

This is a budgeted expense as well as a necessary task to help ensure the safety of all who drive on the roadways.

Prior Board Action

This project was initially approved on 8/7/2018; bids received were rejected.

Fiscal Impact/Funding Source

Shall no exceed $350,000 and is budgeted (00110-3010-53180)

Action for the Clerk

Publish Notice to Bidders in the Williams Pioneer Review. Do what you do so well with bids.

ATTACHMENTS:

- Notice To Bidders - Leesville Road Repair (DOCX)
- BID Doc for Repair on Leesville Road 300034SD_2021 (PDF)

PIONEER REVIEW: PLEASE PUBLISH Thursday, May 13, 2021 and Thursday, May 20, 2021.
POSTED AT THE HISTORIC COURTHOUSE: Thursday, May 13, 2021

COLUSA COUNTY DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS

CONTRACT NO. 30034SD-2021

Sealed bids for the Road Repair – Leesville Road Colusa County will be received by the Colusa County Board of Supervisors Clerk located at the Colusa County Historic Courthouse at 547 Market Street, Suite 102 Colusa, California 95932 until 10:00 a.m. on June 3, 2021.

Bid forms for this project are included with this Notice to Bidders, and are entitled: Road Repair – Leesville Road Colusa County. Bids are required for the entire project, and partial bids shall be considered nonresponsive.

Bid packages are available on the County of Colusa's website located at www.countyofcolusa.org. Plan holder information is required by contractors in order to download the bid packages. Additionally, technical questions or general inquiries should likewise be directed to the Director of Public Works.

Department of Industrial Relations Registration: All contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5 prior to bidding on the Project. The County will not consider bids from bidders who have not registered in compliance with the law.

Prevailing Wage: This Project is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project 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. A successful bidder awarded a contract ("Contractor") 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, the Contractor, 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.

Payroll Records: A contractor and any subcontractors will be required to keep accurate payroll records pursuant to California Labor Code section 1776(a). The records shall be furnished at least once a month to the California Labor Commission pursuant to California Labor Code section 1771.4(a)(3).

Bid Bonds: All bids shall be presented under sealed cover and shall be accompanied by a security bond in the amount of ten (10) percent of the bid amount to guarantee the bid. Upon award to the lowest responsible bidder, the security of unsuccessful bidders shall be returned no later than sixty (60) days from the date the contract is awarded. The County will accept the following forms of security:

1) Cash;
2) A cashier's check made payable to the County;
3) A certified check made payable to the County; or

Attachment: Notice To Bidders - Leesville Road Repair (6545 : Approve Request for Bid - Leesville Road)

4) A bidder's bond executed by an admitted surety insurer, made payable to the County.

Buy America: This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982, and as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

Licensing: The contractor shall possess either a Class A license or a combination of Class C licenses required by the categories and types of work included in this contract at the time this contract is awarded.

The United States Department of Transportation provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Pacific Standard Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the United States Department of Transportation's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the United of Transportation Inspector General. All information will be treated confidentially and caller anonymity will be respected.

DATE: _____

_____
Melissa Kitts, Deputy Clerk

Attachment: Notice To Bidders - Leesville Road Repair (6545 : Approve Request for Bid - Leesville Road)

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS

REQUEST FOR BIDS

For

Performing Road Repair on
Leesville Road
Within Colusa County

For use in Connection with Standard Specifications 2018 and Standard Plans Dated 2018 (2006 for HMA) with amendments and revisions, of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Project Title: Road Repair – Leesville Road Colusa County

Contract No.: 30034SD-2021

Bid Opening Date: May 11, 2021

Bid Closing Date: June 3, 2021

Bid Closing Time: 10:00 A.M.

Submission Location: Board of Supervisors - Historic Courthouse
547 Market Street Suite 102, Colusa, CA 95932

Contact for Assistance: Office of the Director of Public Works, County of Colusa, California, telephone (530) 458-0466.

Approved: _____

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

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

_____
Melissa Kitts, Deputy

Attachment: BID Doc for Repair on Leesville Road 300034SD_2021 [Revision 1] (6545 : Approve Request for Bid - Leesville Road)

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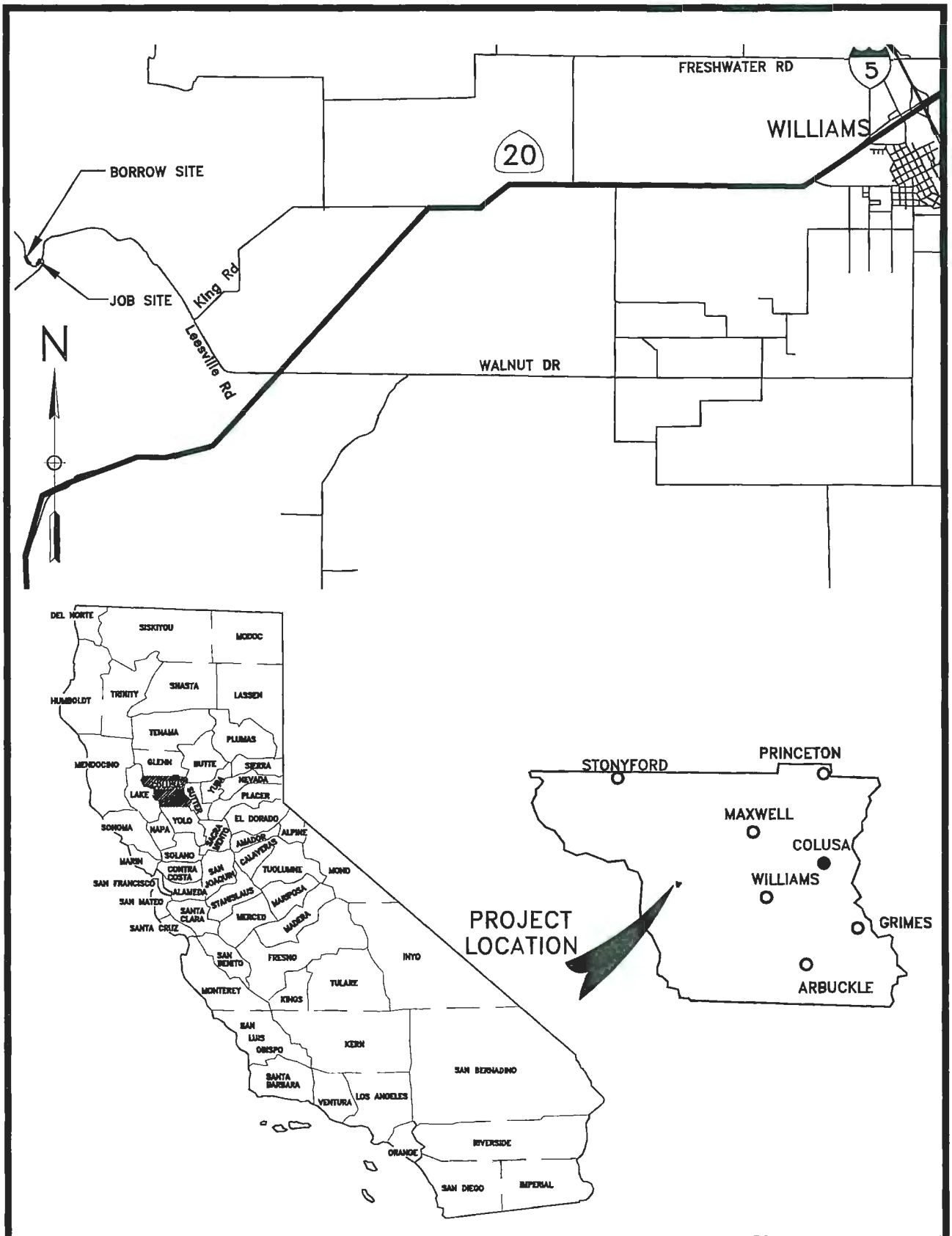
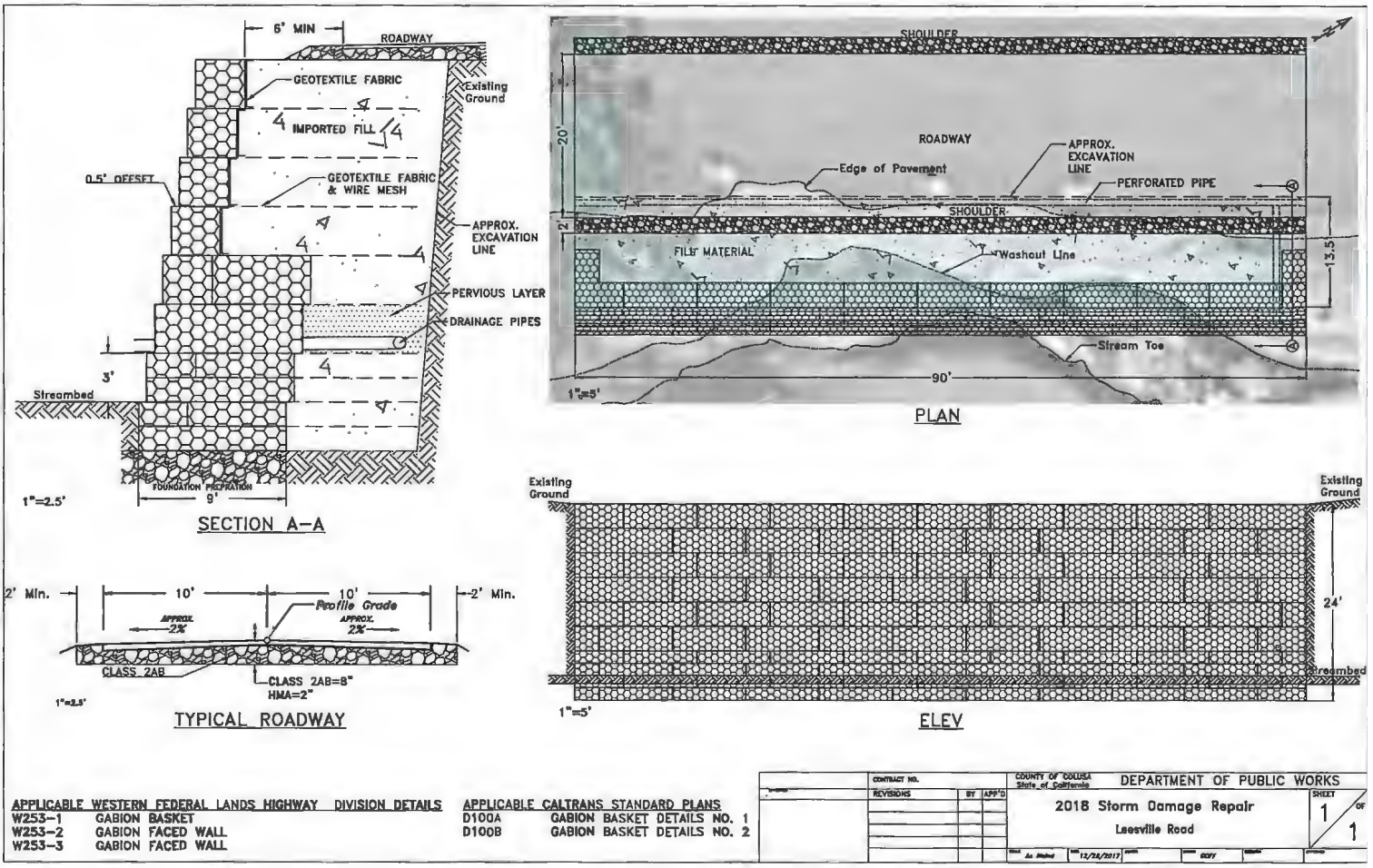


COUNTY OF COLUSA	DEPARTMENT OF PUBLIC WORKS	
LOCATION MAP 2018 STORM DAMAGE REPAIR COLUSA COUNTY	LEESVILLE ROAD	
	SCALE = NONE	Dec 28, 2017

Attachment: BID Doc for Repair on Leesville Road 300034SD_2021 [Revision 1] (6545 : Approve Request for Bid - Leesville Road)



APPLICABLE WESTERN FEDERAL LANDS HIGHWAY DIVISION DETAILS		APPLICABLE CALTRANS STANDARD PLANS	
W253-1	GABION BASKET	D100A	GABION BASKET DETAILS NO. 1
W253-2	GABION FACED WALL	D100B	GABION BASKET DETAILS NO. 2
W253-3	GABION FACED WALL		

CONTRACT NO.
REVISIONS | BY | APP'D

COUNTY OF COLUSA
State of California
DEPARTMENT OF PUBLIC WORKS

2018 Storm Damage Repair
Leesville Road

SHEET 1 OF 1

12/28/2017

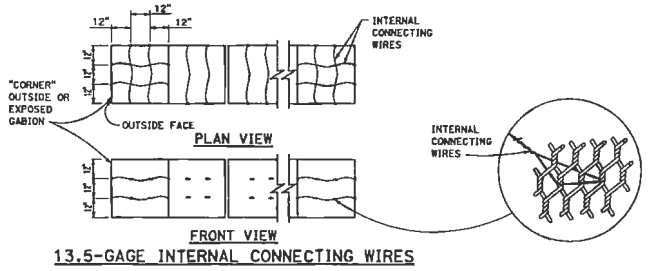
Attachment: BID Doc for Repair on Leesville Road 300034SD_2021 [Revision 1] (6545 : Approve Request for Bid - Leesville Road)

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

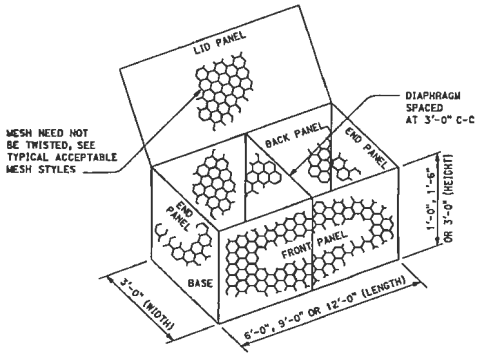
October 30, 2015
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.



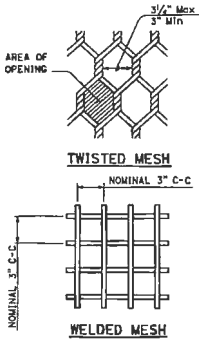
13.5-GAGE INTERNAL CONNECTING WIRES

STANDARD GABION SIZES					
LETTER CODE	LENGTH	WIDTH	HEIGHT	NUMBER OF DIAPHRAGMS	VOLUME CY
A	6'-0"	3'-0"	3'-0"	1	2.0
B	9'-0"	3'-0"	3'-0"	2	3.0
C	12'-0"	3'-0"	3'-0"	3	4.0
D	6'-0"	3'-0"	1'-6"	1	1.0
E	9'-0"	3'-0"	1'-6"	2	1.5
F	12'-0"	3'-0"	1'-6"	3	2.0
G	6'-0"	3'-0"	1'-0"	1	0.66
H	9'-0"	3'-0"	1'-0"	2	1.0
I	12'-0"	3'-0"	1'-0"	3	1.33



TYPICAL GABION BASKET

NOTE:
Area of opening not to exceed 10.3 square inches.



TYPICAL ACCEPTABLE MESH STYLES

NOTES:

1. Internal connecting wire (13.5-gage) to be installed across width of interior gabions and across width and length of end gabions.
2. Internal connecting wires required on all gabions 3'-0" high.
3. Preformed stiffeners (11-gage or 9-gage) are an acceptable alternative to internal connecting wires. Install them as recommended by manufacturer or as directed by the Engineer at ⅓ points.
4. Place rock in end gabion cell first, and continue by filling interior gabion cells.
5. For gabion dimensions, refer to table "Standard Gabion Sizes".

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

GABION BASKET DETAILS No. 1

NO SCALE

D100A

227

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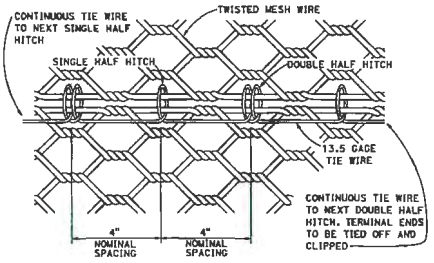
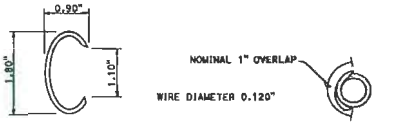


STANDARD TIE WIRE DETAIL

Alternating single and double half hitches (locked loops) (See Note 2)

INTERLOCKING FASTENER



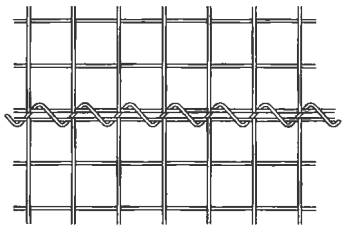
OVERLAPPING FASTENER

ALTERNATIVE GABION JOINT MATERIAL FASTENERS

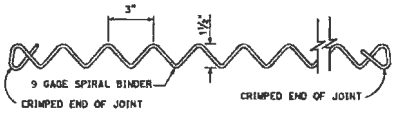
(Fastener dimensions nominal) (See Note 3)

NOTES:

1. A joint connection must be made where any panel edge meets another panel. This includes adjacent gabion baskets, individual panels within a basket, diaphragm edges, etc.
2. Standard tie wire may be used as a joint connector for either twisted or welded mesh. Spiral binder is to be used with welded mesh only.
3. When alternative gabion joint material fasteners are not capable of enclosing all wires along a joint, especially at Basket-To-Basket Joints, either standard tie wire or spiral binder, as applicable, must be used.

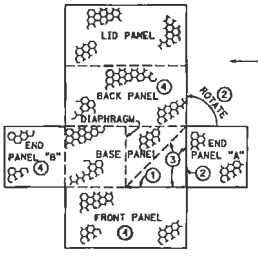


SPIRAL BINDER LACING



STANDARD SPIRAL BINDER

(See Note 2)



FLAT LAYOUT OF GABION BASKET

To Assemble Transitional Gabion Basket:

Step 1 Cut mesh along joint between Front Panel and Base Panel.

Step 2 Unfasten End Panel "A" from Base Panel and rotate End Panel "A". Fasten End Panel "A" to Back Panel.

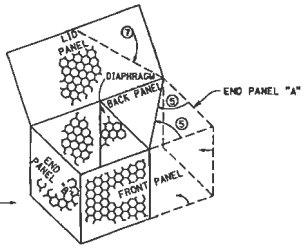
Step 3 Fold the cut portion of the Base Panel into upright position along diagonal from the diaphragm to the corner of the Back Panel.

Step 4 Fold the Back Panel, Front Panel and End Panel "B" into upright positions. Fasten End Panel "B" to the Back Panel and the Front Panel.

Step 5 Rotate End Panel "A" and the cut portion of the Front Panel inward against the upturned portion of the Base Panel. Fasten along the overlapped portion of the Front Panel and End Panel "A". Fasten the overlapped portion of the Front Panel and End Panel "A" to the folded upright portion of the Base Panel along the diagonal (described in Step 3).

Step 6 Fill the Transitional Gabion Basket with rock as per specifications.

Step 7 Close lid and fold over corner of Lid Panel. Fasten along Lid Panel edges.



ASSEMBLED TRANSITIONAL GABION BASKET

TRANSITIONAL GABION BASKET

(For 6'-0", 9'-0" or 12'-0" gabion)

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO.	SHEETS

REGISTERED CIVIL ENGINEER

October 30, 2015

PLANS APPROVAL DATE

Bruce B. Savage, No. C61257, Exp. 6-30-17, CIVIL

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

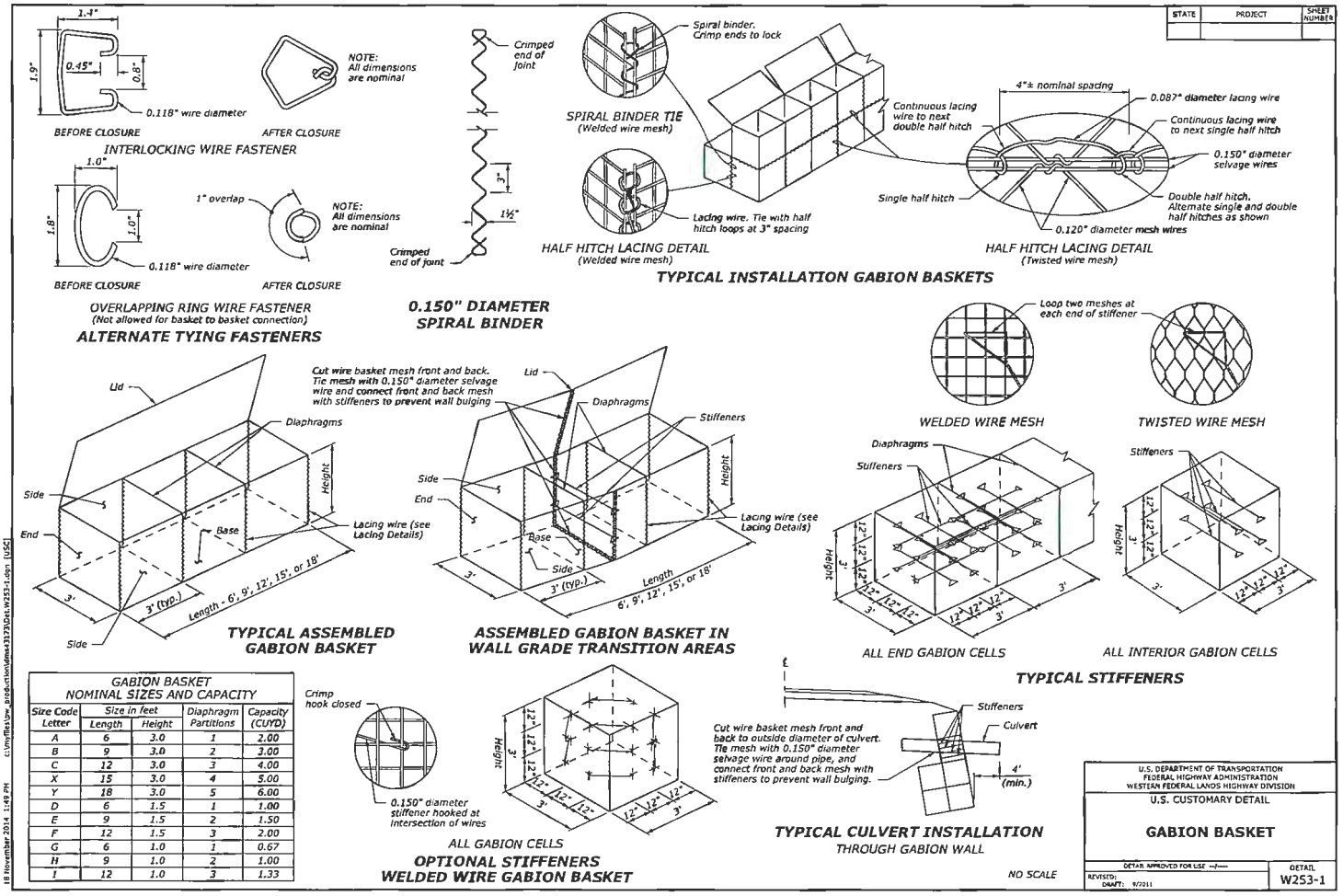
GABION BASKET DETAILS No. 2

NO SCALE

D100B

228

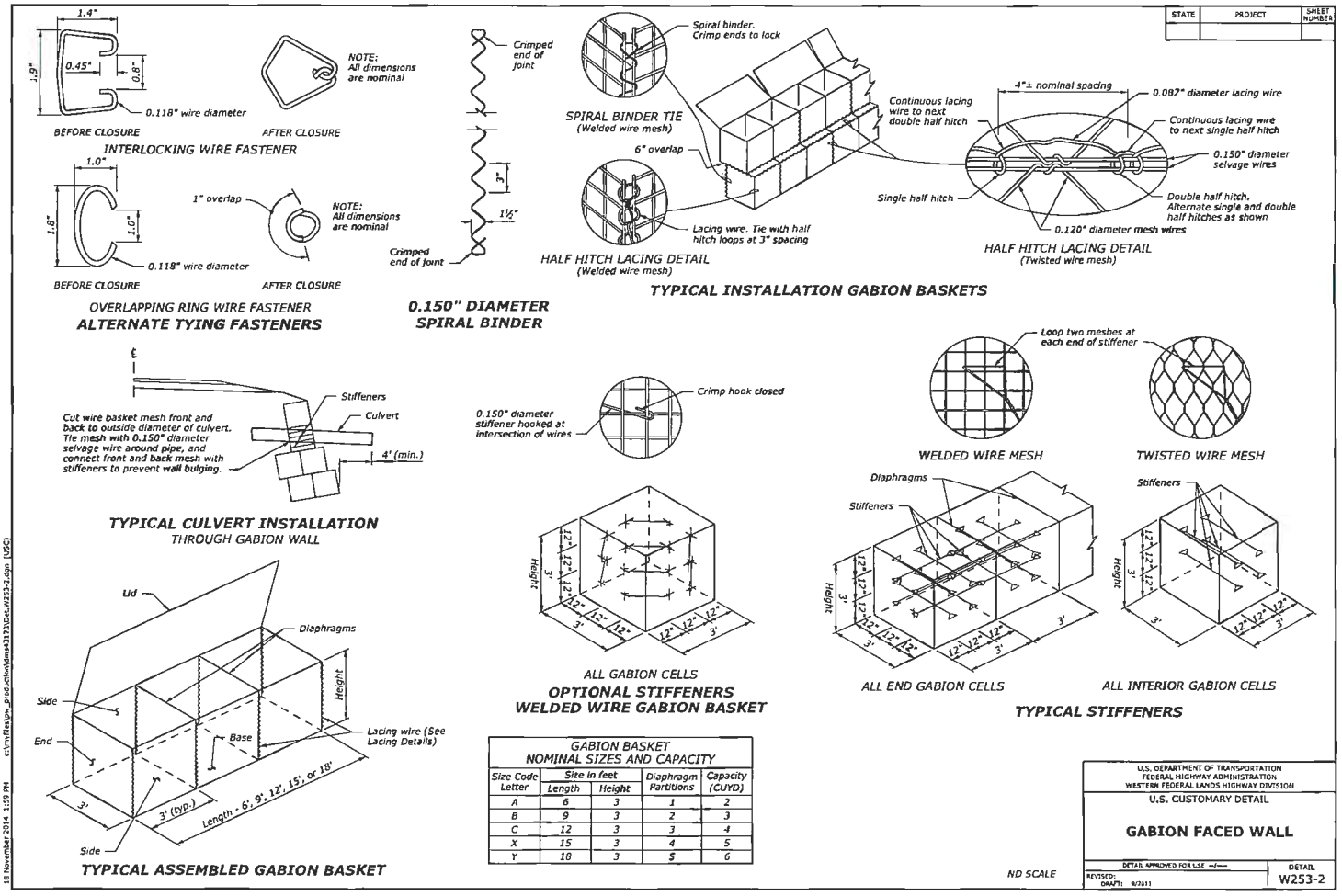
Attachment: BID Doc for Repair on Leesville Road 300034SD_2021 [Revision 1] (6545 : Approve Request for Bid - Leesville Road)



GABION BASKET
NOMINAL SIZES AND CAPACITY

Size Code Letter	Size in feet		Diaphragm Partitions	Capacity (CUYD)
	Length	Height		
A	6	3.0	1	2.00
B	9	3.0	2	3.00
C	12	3.0	3	4.00
X	15	3.0	4	5.00
Y	18	3.0	5	6.00
D	6	1.5	1	1.00
E	9	1.5	2	1.50
F	12	1.5	3	2.00
G	6	1.0	1	0.67
H	9	1.0	2	1.00
I	12	1.0	3	1.33

Attachment: BID Doc for Repair on Leesville Road 300034SD_2021 [Revision 1] (6545 : Approve Request for Bid - Leesville Road)



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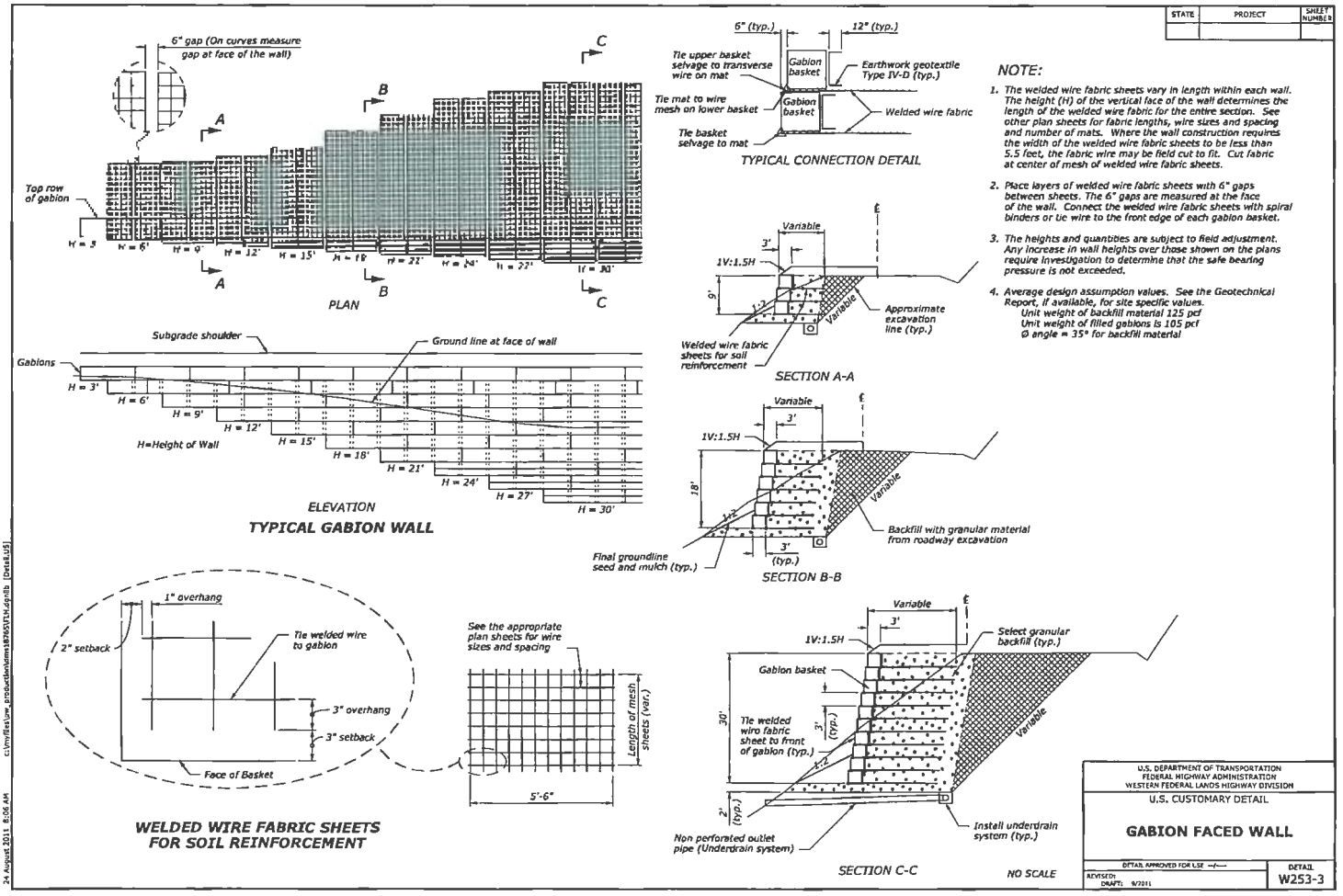

Attachment: BID Doc for Repair on Leesville Road 300034SD_2021 [Revision 1] (6545 : Approve Request for Bid - Leesville Road)

COLUSA COUNTY DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS

CONTRACT NO. 30034SD-2021

Sealed bids for the Road Repair – Leesville Road Colusa County will be received by the Colusa Co Board of Supervisors Clerk located at the Colusa County Historic Courthouse at 547 Market Street, Suite Colusa, California 95932 until 10:00 a.m. on June 3, 2021.

Bid forms for this project are included with this Notice to Bidders, and are entitled: Road Repair – Lees Road Colusa County. Bids are required for the entire project, and partial bids shall be consid nonresponsive.

Bid packages are available on the County of Colusa's website located at www.countyofcolusa.org. holder information is required by contractors in order to download the bid packages. Additionally, techn questions or general inquiries should likewise be directed to the Director of Public Works.

Department of Industrial Relations Registration: All contractors and subcontractors shall register with California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 1725.5 prior to bidding on the Project. The County will not consider bids from bidders who have registered in compliance with the law.

Prevailing Wage: This Project is subject to prevailing wage rates. Copies of the prevailing rates or per d wages applicable to this Project are available from the California Department of Labor Statistics Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Franci California 94102 (415) 703-4780. A successful bidder awarded a contract ("Contractor") will be require post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of classified wage rates shall be paid not less than the rate of wage listed for the classification which most ne corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for e worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed distributed pursuant to Section 1775.

Payroll Records: A contractor and any subcontractors will be required to keep accurate payroll rec pursuant to California Labor Code section 1776(a). The records shall be furnished at least once a mont the California Labor Commission pursuant to California Labor Code section 1771.4(a)(3).

Bid Bonds: All bids shall be presented under sealed cover and shall be accompanied by a security bond in amount of ten (10) percent of the bid amount to guarantee the bid. Upon award to the lowest respons bidder, the security of unsuccessful bidders shall be returned no later than sixty (60) days from the date contract is awarded. The County will accept the following forms of security:

1) Cash;
2) A cashier's check made payable to the County;

Attachment: BID Doc for Repair on Leesville Road 30034SD_2021 [Revision 1] (6545 : Approve Request for Bid - Leesville Road)

3) A certified check made payable to the County; or
4) A bidder's bond executed by an admitted surety insurer, made payable to the County.

Buy America: This project is subject to the "Buy America" provisions of the Surface Transporta
Assistance Act of 1982, and as amended by the Intermodal Surface Transportation Efficiency Act of 1991

Licensing: The contractor shall possess either a Class A license or a combination of Class C licenses requ
by the categories and types of work included in this contract at the time this contract is awarded.

The United States Department of Transportation provides a toll-free "hotline" service to report bid rig
activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p
Pacific Standard Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigg
bidder collusion, or other fraudulent activities should use the "hotline" to report these activities.
"hotline" is part of the United States Department of Transportation's continuing effort to identify
investigate highway construction contract fraud and abuse and is operated under the direction of the Ur
States Department of Transportation Inspector General. All information will be treated confidentially
caller anonymity will be respected.

Attachment: BID Doc for Repair on Leesville Road 300034SD_2021 [Revision 1] (6545 : Approve Request for Bid - Leesville Road)

ENGINEER'S ESTIMATE
Construction on
LEESVILLE ROAD COLUSA COUNTY

Leesville Road; Road No. 34 (Road Repair; 3.8 Miles West of State Route 20)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY
1	MOBILIZATION	LS	1
2	SIGNS AND TRAFFIC CONTROL	LS	1
3	CLEARING AND GRUBBING	LS	1
4	GABION FOUNDATION & SITE PREP	LS	1
6	8" PERFORATED DRAIN PIPE	LF	110
7	GABION SIZE CODE A (3x3x6)	EA	8
8	GABION SIZE CODE B (3x3x9)	EA	52
9	GABION SIZE CODE C (3x3x12)	EA	4
10	GABION SIZE CODE D (3x1.5x6)	EA	8
11	GABION SIZE CODE E (3x1.5x9)	EA	40
12	WIRE FABRIC PANELS (5.5'X20')	EA	135
13	GEOTEXTILE FABRIC	SY	850
14	PERVIOUS BACKFILL	TON	340
15	IMPORT BORROW-SELECT FILL (F)	CY	1250
16	CLASS 2 AB	TON	150
17	HOT MIX ASPHALT	TON	40
18	FINISH ROADWAY	LS	1
19	EROSION CONTROL	SY	350

Note: Evaluation of the submitted bids shall be the sole and fi
determination of the County of Colusa and may not be based solely
cost.

Attachment: BID Doc for Repair on Leesville Road 30034SD_2021 [Revision 1] (6545 : Approve Request for Bid - Leesville Road)

TERMS AND DEFINITIONS

Department of Transportation (DOT) means the Colusa County Board of Supervisors.

Engineer means County Engineer of the County of Colusa, State of California, acting either directl through properly authorized agents, while such agents are acting within the course and scope of t particular duties.

Laboratory means the laboratories authorized by the Engineer to test materials and work involved in Project.

State or Agency means the County of Colusa.

Transportation Building means the Colusa County Courthouse located at 547 Market Street, Suite Colusa, California 95932.

State Highway Engineer means the County Engineer of the County of Colusa.

Standard Specifications means the 2018 edition of the Standard Specifications of the State of Califo Department of Transportation. Any reference therein to the State of California or a State agency, offic officer shall be interpreted to reference the County of Colusa or its corresponding agency, office, or of acting in connection with this Project.

Project means the work to be completed pursuant to this Request for Bids (RFB).

Attachment: BID Doc for Repair on Leesville Road 300034SD_2021 [Revision 1] (6545 : Approve Request for Bid - Leesville Road)

SPECIAL PROVISIONS

Section 1: Specifications and Plans

This Project shall be done in accordance with the Standard Specifications (2006 for HMA), and Standard Plans dated 2018, of the Department of Transportation insofar as the same may apply and t Special Provisions.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provis shall control.

Amendments to the Standard Specifications set forth in these Special Provisions shall be considered as of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components," of Standard Specifications. Whenever either the term "Standard Specifications is amended" or the "Standard Specifications are amended" is used in the Special Provisions, the indented text or table follov the term shall be considered an amendment to the Standard Specifications. In case of conflict between amendments and the Standard Specifications, the amendments shall control.

Section 2: Proposal Requirements and Conditions

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions, the Standard Specifications for the requirements and conditions which the bidder must observe in preparation of the proposal and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with section 2-1.33c, "Subcontra Lists," of the Standard Specifications, each proposal shall list the portion of work that will be done by subcontractor. A sheet for listing the subcontractors is attached.

The form of bidder's bond mentioned in the last paragraph in section 2-1.34, "Bidder's Security," of Standard Specifications will be found following the signature page of the proposal.

In conformance with Section 7106 of the California Public Contract Code, a non-collusion affidav required. Signing the proposal shall also constitute signature of the non-collusion affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, nati origin, or sex in the performance of this contract. The contractor shall carry out applicable requirement Part 26, Subtitle A, of Title 49 of the Code of Federal Regulations in the award and administration of I assisted contracts. Failure by the contractor to carry out these requirements is a material breach of contract, which may result in the termination of this contract or such other remedy as the recipient de appropriate. Each subcontract signed by the bidder must include this assurance.

Section 3: Award and Execution of Contract

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of Standard Specifications for the requirements and conditions concerning award and execution of the cont required for the Project.

Attachment: BID Doc for Repair on Leesville Road 30034SD_2021 [Revision 1] (6545 : Approve Request for Bid - Leesville Road)

Bid protests are to be delivered to the following address:
Colusa County Department of Public Works
C/O the Colusa County Board Clerk
547 Market Street, Suite 102 Colusa, California 95932

The award of the contract will be to the lowest responsible bidder whose bid complies with all requirements prescribed.

3-1.01 Bonds: At the time of the execution of the contract for this Project, Contractor shall provide, at own expense, the following bonds:

1. A Performance Bond, as required by Chapter 5, Title 3, Part 6, Division 4 of the California C Code, in an amount equal to at least one hundred percent (100%) of the contract price; and

2. A Payment Bond in an amount equal to at least fifty percent (50%) of the contract price as security the payment of all persons furnishing materials in connection with this project.

Sureties on each of said bonds shall be satisfactory to the County Attorney.

3-1.02 Performance References: On the form provided for in this RFA, Contractor shall provide a list minimum of the last three public works projects that the contractor has performed. If the Contractor performed less than three public works projects prior to this bid, Contractor shall list all the non-public w projects exceeding $20,000 in cost performed within the last year.

Investigation using this or other information by the County leading to information pertaining to past performance, inexperience with type of work, and/or false or omitted information on form may consti reasons for rejection of the bid. The County of Colusa reserves the right to reject any or all bids. Evalua of the references or information from other sources shall be the sole and final determination of the Count Colusa.

Section 4: Beginning of Work, Time of Completion and Liquidated Damages

Attention is directed to the provisions in Section 8-1.04, "Start of Job Activities," in Section 8-1.14, "Cont Termination," and in Section 8-1.10, "Liquidated Damages," of the Standard Specifications.

Pre-Construction Conference: Prior to issuing a Notice to Proceed, a pre-construction conference will be at the Colusa County Department of Public Works to discuss the scope of work, Contract Drawi Specifications, existing conditions, material to be ordered, equipment to be used, and all essential ma pertaining to the prosecution of and the satisfactory completion of the project as required. The Contrac representative at this conference shall include all major superintendents for the Project and may inc major sub-contractors.

The Contractor shall begin work within 15 calendar days after the Notice to Proceed has been issued.

This work shall be diligently prosecuted to completion before the expiration of 30 WORKING DA

Attachment: BID Doc for Repair on Leesville Road 30034SD_2021 [Revision 1] (6545 : Approve Request for Bid - Leesville Road)

beginning on the fifteenth (15) calendar day after the Notice to Proceed has been issued by County of Co or the first work day, whichever occurs first. Submittals, mobilization or other work not involving phys work on site will not be considered in calculating the work day calendar.

The Contractor shall pay to the County of Colusa the sum of $ 1,900.00 per day, for each and every cale day delay in finishing the work in excess of the number of working days prescribed above.

Section 5: General

5-1.01 Labor Nondiscrimination:

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2), "La Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications' forth therein. The Specifications are applicable to all nonexempt state construction contracts subcontracts of $5,000 or more.

5-1.02 Prevailing Wage: Attention is directed to Section 7-1.02K(2), " Wages," of the Stan Specifications.

5-1.03 Public Safety The Contractor shall provide for the safety of traffic and the public in conforma with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications in relationship t equipment and personnel.

The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenienc the public. In accordance with generally accepted construction practices, the Contractor shall be solely completely responsible for their employees and equipment and their relationship to the traveling public property throughout the job site. This requirement will apply continuously and not be limited to no working hours.

5-1.04 Buy America Requirements: Attention is directed to the "Buy America" requirements of the Sur Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficie Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. conformance with the law and regulations, all manufacturing processes for steel and iron materials furnis for incorporation into the work on this project shall occur in the United States; with the exception that iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be use the domestic manufacturing process for such steel and iron materials. The application of coatings, suc epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-2.03C, "Certificates of Complian of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in additio certifying that the materials comply with the specifications, shall specifically certify that all manufactu

Attachment: BID Doc for Repair on Leesville Road 30034SD_2021 [Revision 1] (6545 : Approve Request for Bid - Leesville Road)

processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and materials if the total combined cost of the materials used does not exceed one-tenth of one percent percent) of the total contract cost or $2,500, whichever is greater. The Contractor shall furnish the Engi acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating materials into the work.

5-1.05 Removal of Asbestos and Hazardous Substances: When the presence of asbestos or hazar substances are not shown on the plans or indicated in the specifications and the Contractor encour materials which the Contractor reasonably believes to be asbestos or a hazardous substance as define Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not b rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. Contractor shall immediately cease work in the affected area and report the condition to the Enginee writing.

Removal of asbestos or hazardous substances, as defined by Section 25914.1 of the Health and Safety C including exploratory work to identify and determine the extent of the asbestos or hazardous substance be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a righ way delay and the Contractor will be compensated for the delay in conformance with the provision Section 8-1.07, "Delays," of the Standard Specifications.

5-1.06 Subcontractor Records: The Contractor shall maintain records showing the name and busi address of each first-tier subcontractor. The records shall show the date of payment and the total dollar fi paid to all of these firms.

Upon completion of the contract, a summary of these records shall be prepared on "First Tier Subcontract Form CEM-2402(F) and certified correct by the Contractor or the Contractor's authorized representative, shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the of contract acceptance. The amount of $10,000 will be withheld from payment until a satisfactory for submitted.

5-1.07 Subcontracting: Attention is directed to the provisions in Section 5-1.13, "Subcontracting," Section 2, “Bidding,” and Section 3, “Contract Award and Execution,” of the Standard Specifications.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. list of debarred contractors is available from the Department of Industrial Relations web site http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Requ Contract Provisions Federal-Aid Construction Contracts" in Form FHWA-1273.

This requirement shall be enforced as follows: Noncompliance shall be corrected. Payment

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subcontracted work involved will be withheld from progress payments due, or to become due, u l correction is made. Failure to comply may result in termination of the contract.

5-1.08 Prompt Progress Payment to Subcontractors: A prime contractor or subcontractor shall pay / subcontractor in accordance with the provision in Section 7108.5 of the California Business and Profess s Code concerning prompt payment to subcontractors. Any delay or postponement of payment over 30 c s may take place only for good cause and with the County's prior written approval. Any violation of Sec n 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedie f that section. This requirement shall not be construed to limit or impair any contractual, administrative r judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute invol g late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompli e by a subcontractor.

5-1.09 Prompt Payment of Funds Withheld to Subcontractors: The agency shall hold retainage from e prime contractor and shall make prompt and regular incremental acceptances of portions, as determine / the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. e prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor wi n 30 days after receiving payment for work satisfactorily completed and accepted including increme l acceptances of portions of the contract work by the agency. Pursuant to Section 26.29 of Subpart B, of t 26, of Subtitle A, of Title 49, any delay or postponement of payment over 30 days may take place only r good cause and with the agency's prior written approval. Any violation of this provision shall subject e violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Sec n 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or im r any contractual, administrative, or judicial remedies otherwise available to the prime contractor subcontractor in the event of a dispute involving late payment or nonpayment by the prime contra , deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both I and non-DBE prime contractors and subcontractors.

5-1.10 Payments: Attention is directed to Section 9, "Payment" of the Standard Specifications.

5-1.11 Surface Mining and Reclamation Act: Attention is directed to the Surface Mining and Reclama n Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establi s regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted site n compliance with the Surface Mining and Reclamation Act of 1975. The requirements of this section s l apply to all materials furnished for the project, except for acquisition of materials in conformance n Section 4-1.04, "Use of Materials Found on the Job Site," of the Standard Specifications.

5-1.12 Manual of Traffic Controls: Section 1-1.265, "Manual of Traffic Controls," of the Stan l Specifications is amended to read:

> Manual of Traffic Controls.--The Department of Transportation publication entitled "MANUAL OF TRAFFIC CONTROLS for Construction and Maintenance Work Zones."

5-1.13 Areas for Contractor's Use: Attention is directed to the requirements specified in Section 5, "Cor l

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of Work," of the Standard Specifications.

The highway right-of-way shall be used only for purposes that are necessary to perform the required w The Contractor shall not occupy the right-of-way, or allow others to occupy the right-of-way, for purp which are not necessary to perform the required work.

Use of the Contractor's work areas and other County-owned property shall be at the Contractor's own risk the County shall not be held liable for any damage to or loss of materials or equipment located within s areas.

The Contractor shall remove all equipment, materials, and rubbish from the work areas and other Cou owned property which he occupies and shall leave the areas in a presentable condition in accordance with provisions in Section 4-1.13, " Cleanup," of the Standard Specifications.

The Contractor shall secure at his own expense any area required for plant sites, storage of equipmer materials, or for other purposes if sufficient area is not available to him within the contract limits, or at sites designated on the plans or by county.

5-1.14 Air Pollution Control: Air pollution control shall conform to the provisions in Section 14-9, Quality," of the Standard Specifications.

Material to be disposed of shall not be burned unless the Contractor has obtained a permit to b combustible material resulting from clearing and grubbing operations from an air pollution control office the local or regional authority. A copy of the permit shall be filed with the Engineer before beginning burning. All such burning shall be conducted in strict conformance with the provisions stipulated in permit and at such times and in such manner as to prevent the fire from spreading to areas adjoining the ri of-way.

5-1.15 Sound Control Requirements: Sound control shall conform to the provisions in Section 14-8, "N and Vibration," of the Standard Specifications and these Special Provisions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall exceed 86 dbA at a distance of 50 feet. This requirement in no way relieves the Contractor f responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allo therefore.

5-1.16 Water Conservation: Attention is directed to the various sections of the Standard Specificat which require the use of water for the construction of this project. Attention is also directed to the provis

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of Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications with reg to the Contractor's responsibilities for public convenience, public safety, preservation of property responsibility for damage.

Nothing in this section "Water Conservation" shall be construed as relieving the Contractor from furnis an adequate supply of water required for the proper construction of this project in accordance with Standard Specifications or these Special Provisions or relieving the Contractor from the legal responsibil defined in said Section 7.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the us water during construction of the project. Watering equipment shall be kept in good working order; w leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for protection of equipment, shall be discouraged.

5-1.17 Project Appearance: The Contractor shall maintain a neat appearance for the work area.

In any area visible to the public, the following shall apply: When practicable, broken concrete and de developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpilir necessary, the material shall be removed or disposed of weekly.

The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be place trash bins daily. Forms or falsework that are to be re-used shall be stacked neatly concurrently with t removal. Forms and falsework that are not to be re-used shall be disposed of concurrently with t removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shal considered as included in prices paid for the various contract items of work involved and no additi compensation will be allowed.

Section 6: (Intentionally Left Blank)

Section 7: Insurance Requirements

Contractor shall be required to carry Worker's Compensation, General Liability and Automotive Insuranc accordance with the terms provided for in the draft contact attached to this RFB.

Section 8: Materials

8-1: General

8-1.00 Measurement of Quantities: Attention is directed to the provisions in Section 9, "Payment" other Sections of the Standard Specifications and these Special Provisions that pertain to measuremer quantities.

8-1.01 Drain Pipe: Attention is directed to the provisions in Section 66, "Corrugated Metal Pipe" Section 68 "Subsurface Drains" of the Standard Specifications. Drain pipe shall be the diameter speci

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corrugated steel pipe with a minimum coated wall thickness of 0.109" (12 gauge). Payment for all drain
shall be by linear foot placed and shall include all couplers, connections, joints, etc. required to install
facility as required by the plans and details.

8-1.02 Gabion: Attention is directed to the provisions in Section 72-16, "Gabions" of the Stan
Specifications. Gabions shall be cubical style in the specified lengths by code, made with twisted non-
coated wire, filled with rock meeting the requirement of said section specifications. Payment shall be
each unit by length and code and shall include all labor and materials to fully supply and install the u
including cages, fill rock, tie wires, fasteners, etc. as required to comply with the plans and specifications.

8-1.03 Wire Fabric: Soil stabilization shall be welded wire fabric: Attention is directed to the provisior
Section 52, "Reinforcement" of the Standard Specifications. Wire fabric shall be galvanized panels of
width and length specified, designated W11xW11+6"+9" (longitudinal wire size x transverse wir
longitudinal wire spacing x transverse wire spacing). Payment shall be per each unit by width and lengt
specified and shall include all labor and materials to fully supply and install the units including labor, m
tie wires, fasteners, etc. as required to comply with the plans, details, and specifications. Installation of
additional wire fabric for convenience above that which is specified by the plans, these provisions, o
directed by engineer, shall be at contractor's sole expense.

8-1.04 Geotextile Fabric: Attention is directed to the provisions in Section 96, "Geosynthetics" of
Standard Specifications. Fabric shall be the equivalent to FHWA standard "Earthwork Fabric Type IV C
D" per FHWA Detail W253-3 and shall function for both soil stabilization and as a permeable barrier.

Payment shall be by the square yard and shall include all labor and materials to fully supply and install
fabric as required to comply with the plans, details, and specifications. Installation of additional fabric
splices or convenience, above that which is specified by the plans, these provisions, or as directed
engineer, shall be at contractor's sole expense.

8-1.05 Pervious Backfill Material: Attention is directed to the provisions in Section 19-3.02D, "Perv
Backfill Material" of the Standard Specifications. Additional gradation requirement shall be that the Per
passing a 3/8" sieve size shall be 0-20 and a 3/4" sieve, 80-100.

8-1.06 Import Borrow: Attention is directed to the provisions in Section 19, "Earthwork" of the Stan
Specifications. Material shall be obtained from the project specified location, shall comply with Section
"Embankment Construction" and Section 19-7 "Borrow Material". Payment shall be per cubic
estimated as a final pay item (f) and shall include all costs associated with obtaining, hauling, plac
restoring borrow site, etc. as required by the plans, standard specifications, and these provisions. Contra
shall halt activities, if upon obtaining material from the designated source, it is discovered that the mat
does not comply with the specifications described in the above specifications, contractor shall immedia
consult with engineer to determine a remedy or required action before proceeding with work.

8-1.07 Aggregate: Attention is directed to all references of aggregates within the Standard Specifications

For Class 2 Aggregate Base and HMA, the coarse aggregate (material retained by the 4 Sieve) shall consi
material of which at least 25 percent by weight shall be crushed particles as determined by California
205.

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If the results of either or all the Sand Equivalent, aggregate grading or crushed particle tests do not meet requirements specified for "Operating Range" but meet the "Contract Compliance" requirements, placer of the material may be continued for the remainder of the day. However, another day's work may no started until tests, or other information, indicate to the satisfaction of the Engineer that the next material t used in the work will comply with the requirements specified for "Operating Range."

If the results of either or all the aggregate grading, Sand Equivalent, or crushed particle tests do not meet requirements specified for "Contract Compliance," the material which is represented by these tests shal removed. However, if requested by the Contractor and approved by the Engineer, said material may rer in place and the Contractor shall pay to the County the following amounts for all such material left in plac

Item	Adjustment
Aggregate Subbase	$6.00/CY
Aggregate Base	$2.00/Ton
Cement Treated Base	$6.00/CY
Lean Concrete Base	$6.00/CY
Asphalt Concrete	$6.50/Ton

The Department may deduct such amounts from any moneys due, or that may become due, the Contra under the contract.

When both the aggregate grading and Sand Equivalent do not conform to "Contract Compliar requirements, only one adjustment shall apply.

When a subbase or base material is to be measured by the ton, the weight will be converted to vol measurements for the purpose of this section, "Aggregates." Factors for converting ton to cubic yard wil determined in the field by the Engineer.

No single aggregate grading, sand equivalent, or crushed particle test shall represent more than 500 c yards or one day's production, whichever is smaller, except for asphalt concrete, where no single test s represent more than 500 tons of aggregate or one day's paving, whichever is smaller.

Aggregate type material other than Class 2 may be used for shoulderbacking with engineer's approv material is shown to adequately bind together upon compaction.

With approval from engineer, material from grinding/pavement obliteration may be used for shou backing material if placed in locations that do not directly flow into water courses and the mat adequately binds together with compaction.

8-1.08 Hot Mix Asphalt:--HMA concrete shall be Type B, as designated 1/2 inch maximum medium, shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and t special provisions. Payment adjustments for price index fluctuations shall not apply.

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Asphalt concrete shall be placed as shown on the details by method process and as required by the standard specifications and these provisions.

The amount of asphalt binder to be mixed with the aggregate for Type B asphalt concrete for paving shal between 4 and 7 percent by weight of the dry aggregate as determined necessary by the Engineer. Li asphalt binder shall be grade PG64-10 or PG64-16 in conformance with Section 92, "Asphalts," of Standard Specifications.

Aggregate shall conform to the requirements of the 1/2 inch maximum, gradation of Section 39-2.02E "Aggregate," of the Standard Specifications.

Section 9: Description of Work

The road work to be performed consists, in general, of constructing a gabion wall with soil stabilization restoring the roadway, for the following project:

Road Repair
Leesville Road – Colusa County

Clearing and grubbing, traffic control, site preparation and finishing; and other such items or details, mentioned above, that are required by the Plans, Standard Plans or these Special Provisions shal performed, placed, constructed or installed.

Section 10: Construction Details

Section 10-1: General

10-1.01 Control of Work Order of work shall conform to the provisions in Section 5, "Control of Work" the Standard Specifications.

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities," in Section 8-1 "Time," and in Section 8-1.10, "Liquidated Damages," of the Standard Specifications.

The following shall be added to Section 8-1.04 of the Standard Specifications: Contractor shall begin physical work at the project site within 15 days of receiving notice to proceed. Contractor shall diligently prosecute the same to completion before the expiration of 30 working days calculated using a 5 work week.

The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenienc the public. In accordance with generally accepted construction practices, the Contractor shall be solely completely responsible for their employees and equipment and their relationship to the traveling public property throughout the job site. This requirement will apply continuously and not be limited to nor working hours.

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If conditions arise which will interfere with the construction or become in conflict with the project p and/or specifications, the Contractor shall notify the Engineer immediately and before continuing with work in order that any necessary field revisions may be made. No such revisions shall be made wit written order from the Engineer.

10-1.02 Progress Schedule: A progress schedule will be required for this contract but shall be basic in na to allow for work planning and public notice. Schedule shall be calendar based with anticipated times. T is no contract item for project schedules. Schedules shall be considered as included in the payment for various other items of work and no additional compensation will be allowed thereof.

10-1.03. Cooperation: Attention is directed to the Sections 5-1.20, "Coordination With Other Entities," 5-1.36, "Non-Highway Facilities," of the Standard Specifications.

Known utilities and structures expected to be adjacent to or encountered in the work are shown on the pl It is likely that there are some discrepancies and omissions in the locations and quantities of utilities structures shown. Those shown are for the convenience of the Contractor only and no responsibilit assumed by the Engineer for their accuracy.

The work shall be so conducted as to permit utility companies to maintain their services without interrupt Any existing utilities or structures damaged during the course of the work shall be replaced or repaire original condition by the Contractor at his own expense.

Contractor shall be responsible for obtaining encroachment permits or other agreements from any o agencies necessary to perform the work under this contract as required in Section 7, "Legal Relations Responsibility to Public", of the Standard Specifications. Contractor shall be responsible for all landov agreements for staging and/or stockpile locations if other than those supplied by county. Contractor s supply county copies of all permits and agreements and have county approval of same, prior to these a being utilized. All work shall comply with the environmental requirements for the project.

10-1.04 Fire Plan: The Contractor shall cooperate with local fire prevention authorities in elimina hazardous fire conditions and shall implement the following fire plan under the direction of the Engineer:

1. The Contractor shall be responsible for:

   A. Obtaining the phone number of the nearest fire suppression agency and providing this ph number to the Engineer as a first order of work.
   B. Immediately reporting to said agency all fires occurring within the limits of the project.
   C. Preventing all project personnel from setting open fires not a part of the work, unless the Index is at "Low", or the determination of the Fire Index is suspended or, if in an area covered by the Fire Index rating system, the Engineer determines that the fire hazar negligible.
   D. Preventing the escape of fires caused directly or indirectly as a result of project operations extinguishing all said fires.
   E. All equipment service areas, parking areas and gas and oil storage areas shall be located so there is no flammable material within a radius of at least 50 feet of said area. Small mobil

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stationary engine sites shall be cleared of flammable material for a radius of at least 15 feet f such engine.

Full compensation for conforming to the provisions herein shall be considered as included in the cont prices paid for the various items of work and no separate payment will be made, therefore.

10-1.05 Obstructions: Attention is directed to the provisions in Section 5-1.36D, "Non-Highway Facilit Section 15, "Existing Facilities", and Section 51-1.03E(9), "Utility Facilities," of the Standard Specificatic

Contractor shall notify the underground service alert (USA) at (800) 642-2444 a minimum of 48 hours p to doing any excavation. Contractor shall notify the Department of Public Works at (530) 458-0466 pric commencing work, at which time contractor shall supply to the County its underground service alert ti number.

10-1.06 Maintaining Traffic: Attention is directed to Sections 7-1.03, "Public Convenience", Sectio 1.04, "Public Safety" and Section 12, "Temporary Traffic Control," of the Standard Specifications and to Section entitled "Public Safety" elsewhere in these Special Provisions. Nothing in these Special Provis shall be construed as relieving the Contractor from his responsibility as provided in Section 7-1.04 of Standard Specifications.

Other than temporary situations, one lane of traffic shall be available for the public at all times. Emerge vehicles will be allowed immediate passage when necessary. Traffic control, signs, barricades with flash K Rail, and flagmen as necessary shall be provided to maintain a safe environment within the right-of-wa all times, including non-working days and hours.

10-1.07 Existing Highway Facilities: The work performed in connection with various existing high facilities shall conform to the provisions in Section 15, "Existing Facilities", of the Standard Specification

10-1.08 Mobilization: Mobilization shall conform to the provisions in Section 9-1.16D, “Mobilization, the Standard Specifications.

10-1.09. Signs and Traffic Control.--Construction area signs shall be furnished, installed, maintained, removed when no longer required in accordance with the provisions in Section 12, "Temporary Tra Control", of the Standard Specifications and these special provisions.

Stationary mounted project signing of “Road Work Ahead” and “End Construction” signs shall be pla approximately 2000’ on all public county roads leading into the road reconstruction areas (2 sets to Additional signing at Leesville Road and State Route 20 and at Leesville Road and Bear Valley Road sha placed stating “Road Work Ahead x Miles Expect Delays” (2 total). Portions of project with expected s construction periods, may only justify temporary signing. For temporary signing, Contractor shall subn signing plan to county for approval. In addition to the minimum signing described above, additional sig to maintain a safe environment at the project site and as required by the appropriate sections of the Stan Specifications shall be utilized and maintained throughout the project time period.

All signs used on the contract shall conform to the requirements set forth in the current manual, "Manua Traffic Controls for Construction and Maintenance Work Zones", issued by the Department

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Transportation. Construction sign dimensions contained in the "Traffic Control Manual" are minin dimensions. The Contractor shall, at his own expense, furnish, erect and maintain all signs and/or protec devices as are necessary to give adequate warning to the public at all times that the improvements are u construction and of any dangerous, or unsafe conditions that may be encountered as a result thereof.

Contractor shall be responsible for obtaining encroachment permits or other agreements from any o agencies necessary to perform the work under this contract as required in Section 7, "Legal Relations Responsibility to Public", of the Standard Specifications. Contractor shall be responsible for all landov agreements for staging and/or stockpile locations if used by contractor. Contractor shall supply county co of all permits and agreements and have county approval of same, prior to these areas being utilized. work shall comply with the environmental requirements for the project.

10-1.10. Clearing and Grubbing -- Clearing and grubbing shall conform to the provisions in Section 1 "Clearing and Grubbing," of the Standard Specifications and these special provisions. Vegetation shal cleared and grubbed only within the excavation and embankment slope lines and shoulder areas. All exis vegetation, outside the areas to be cleared and grubbed, shall be protected from injury or damage resul from the Contractor's operations. Clearing and grubbing shall include the removal of the existing paver and or road base to perform the work as shown on the plans and details. Any salvageable material not util in the project shall be made available to the adjacent landowner or shall become the property of contractor.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for clea and grubbing shall be considered as included in the payment for this item of work, and no additional payr will be allowed, thereof.

Nothing herein shall be construed as relieving the Contractor of his responsibility for final cleanup of highway as provided in Section 4-1.13, "Cleanup," of the Standard Specifications.

10-1.11. Gabion Foundation and Site Preparation—The area to receive the gabions, soil anchors, drains, shall be prepared prior to the placement of the facilities as shown on the project plans and as requ in these provisions. The area shall be neat-cut and solid and shall be near level for the bottom of the layer gabions as shown. Section 4-1.06 “Differing Site Conditions” shall apply if a stable level founda plain is not obtainable. Contractor shall immediately contact engineer if conditions warrant additiona corrective action to obtain the desired foundation and anchor area.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary preparing the foundation and site, as shown on the details, standard specifications and in these spe provisions shall be considered as included in the payment for this item or for other items of work, an additional payment will be allowed, thereof, except as described above.

10-1.12. Drain Pipe.— Drain pipes shall be corrugated metal pipes of solid wall and perforated construc of the dimensions shown on the plans and as described in these special provisions and shall be supplied installed per Section 66 of the Standard Specifications and to the manufacturer’s recommendations. Cul lengths shall be such that the minimum number of couplers will be utilized. Contractor shall be respons for verifying lengths in field and for ensuring positive flow throughout the drainage system.

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Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for instal the drain pipes, etc. as shown on the details, standard specifications and in these special provisions shal considered as included in the payment for linear foot for installing the various drain pipes(s) or in other it of work, and no additional payment will be allowed, thereof.

10-1.13. Gabions – Gabions shall be installed complying with the provisions in Section 72-16, "Gabions the Standard Specifications, referenced standard plans, and these special provisions. Gabions shall be ei twisted or welded cubical style without PVC coating. Gabions shall be placed as shown on the project P and details. Edge or seams of gabions shall be staggered such that each layer is 1/3 offset from the prev layer.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary supplying and installing the gabions of the size designated, including fill rock, tie wires, fasteners, necessary to comply with the plans, details, specifications, and these provisions, shall be considere included in the payment for each sized item of work, and no additional payment will be allowed, thereof.

10-1.14. Wire Fabric Panels – Panels shall comply with the provisions in Section 8-1.03, of these spe provisions. Panels shall be installed and connected as shown on the project Plans and details at locat between the various gabion units. Additional panels placed for the convenience of the contractor and required by the plans and specifications shall be at the sole cost of the Contractor.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary supplying and installing the Welded Mesh Anchor Panels of the size designated, including field fabricat tie wires, fasteners, etc. necessary to comply with the plans, details, specifications, and these provisions, s be considered as included in the payment for each sized item of work, and no additional payment wil allowed, thereof.

10-1.15. Geotextile Fabric – Fabric shall comply with the provisions in Section 8-1.05, of these spe provisions. Fabric shall be placed as shown on the project plans and details. Additional fabric placed fo convenience of the contractor and not required by the plans and specifications shall be at the full cost of Contractor.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary supplying and installing the filter fabric to comply with the plans, details, specifications, and t provisions, shall be considered as included in the payment per square yard of filter fabric placed, and additional payment will be allowed, thereof.

10-1.16. Pervious Material – Pervious backfill material shall comply with Section 19-3.02D, of the Stan Specifications and Section 8-1.5 of these Special Provisions. Pervious backfill material shall be separ from other backfill material with filter fabric.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary supplying and installing the pervious backfill material to comply with the plans, details, specifications, these provisions, shall be considered as included in the payment per ton of material placed, and no additi payment will be allowed, thereof.

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10-1.17 Import Borrow.–Import borrow shall conform to the provisions in Section 6, "Contro f
Materials," of the Standard Specifications and these special provisions and shall be placed as shown on p s
and details. Material shall be obtained from the designated site or from another approved site by engi r
and shall be free of undesirable material. Material shall be obtained by removing portions of material i n
even, smooth, course such that the borrow site is relatively the same shape and form as prior to the pro .
Only the amount necessary for the repair fill shall be removed. Placement of material shall comply n
Section 19 "Earthwork" of the standard specifications. Placement of the fill shall coincide with s
placement of the gabions and wire fabric panels, and the drain pipe as shown on plans in an upv l
progression. Material shall be compacted in layers of 12" or less to obtain the required compaction. s
material within the soil stabilization area shall be compacted to 95% relative compaction.

Contractor shall halt activities, if upon obtaining material from the designated source, it is discovered tha s
material does not comply with the specifications described in the above specifications, contractor s l
immediately consult with engineer to determine a remedy or required action before proceeding with work

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary r
obtaining, hauling, placing, etc. the import borrow shall be considered as included in the payment for Im t
Borrow, and no additional payment will be allowed, thereof.

10-1.18. Class 2 Aggregate Base-- Aggregate base shall be Class 2 ¾" maximum and shall conform to s
provisions in Section 26, "Aggregate Bases," of the Standard Specifications and Section 8 of these spe l
provisions.

The following paragraph shall be added to the section:

The coarse aggregate (material retained on the No. 4 (4.75-mm sieve) shall consist of material of whic t
least 25 percent by weight shall be crushed particles as determined by California Test 205.

At locations where design plans are not supplied, and where existing centerline markings exist, contra r
shall be responsible for referencing the centerline for establishing the alignment and typical section. W s
there is no existing centerline marking, engineer will supply offsets at station intervals for contracto ,
utilize for the establishment of the typical section. Aggregate shall be placed in the required thickr ,
parallel to the existing surface while reasonably attempting to produce the typical section as shown on s
included exhibit. Where one or more factors will be significantly unobtainable, contractor shall notify l
consult with engineer for direction.

Finished surface of base shall be graded to the dimensions shown on the plans and typical sections inclu l
with these special provisions. The surface of base shall be approved by Engineer prior to the placemer f
the HMA for grade, compaction, and ride quality a minimum of 24 hours prior to the scheduling of s
placement of the HMA. Approval by Engineer shall be contingent on surface smoothness and ride qualit r
contractor shall provide to county at its own expense, evidence utilizing ASTM standard E1926 that s
finished base surface using the International Roughness Index meets the fair condition defined as less n
200 inches per mile measurement of roughness.

HMA shall be applied within 10 working days of the completion and counties acceptance of the finis l
aggregate surface for that road. Contractor shall be responsible for any surface preparation required of s

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road surface prior to paving due to traffic causing raveling, wash-boarding, etc, that occurs due to traffi
the approved aggregate surface.

All existing entrances and conforms shall be constructed using Class 2 Aggregate base as directed
engineer. Entrances shall be at a minimum, of as good of quality and shape as previously existing entra
and/or be improved as directed by engineer.

10-1.19 Hot Mix Asphalt Concrete (HMA).-- HMA concrete shall be Type B, as designated 1/2
maximum medium, and shall conform to the provisions in Section 39, "Asphalt Concrete," of
Standard Specifications and these special provisions. Payment adjustments for price index fluctuations
not apply.

Asphalt concrete shall be placed as shown on the details by method process and as required by the
standard specifications and these provisions.

The amount of asphalt binder to be mixed with the aggregate for Type B asphalt concrete for paving sha
between 4.0 and 7.0 percent by weight of the dry aggregate as determined necessary by the Engineer. Li
asphalt binder shall either be grade PG-64-10 or PG-64-16 in conformance with Section 92, "Asphalts,
the Standard Specifications.

Aggregate shall conform to the requirements of the 1/2 inch maximum, gradation of Section 39-2.02E
"Aggregate," of the Standard Specifications.

A paint binder (tack coat) shall be applied to all mating surfaces along concrete and at conforms to exis
pavement prior to placement of new asphalt concrete. At the option of the contractor, either slow or ra
setting asphaltic emulsions, or paving asphalt may be used and shall conform to Sections 39 and 94 of
Standard Specifications. There is no separate item for the placement of the tack coat and the cost sha
included in the contract price paid per HMA ton and no additional compensation will be allowed therefore

Asphalt concrete will be paid for at the unit bid price per ton (tonne) as determined by weight measurem
The Contractor shall provide, as each truck reaches the project, weight slips to the Engineer. The Contra
shall provide the Engineer with a tabulation, upon completion of the project, which shows gross, tare, and
weights for each truck load delivered to the project. Payment for asphalt concrete shall include
compensation for furnishing all labor, materials, tools and equipment, and performing all the work (
cutting, grinding, paint binder or tack coat, etc.) necessary to place the asphalt concrete and all v
incidental thereto.

Asphalt concrete shall be spread in one operation with a self-propelled spreader ready for compaction wit
further shaping.

Additional asphalt concrete surfacing material shall be placed along the edge of the surfacing at
connections and private drives, hand raked if necessary, and compacted to form smooth tapered confo
Full compensation for furnishing all labor and tools and doing all the work necessary to hand rake
conforms shall be considered as included in the contract price paid per ton for the various contract item
asphalt concrete surfacing involved and no additional compensation will be allowed therefore.

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Method compaction conforming to Section 39-2.01C(15) of the Standard Specifications shall be utili
Compacting shall be performed with a tandem roller weighing not less than 8 tons. Placing of asp
concrete will not be approved during adverse conditions as determined by the Engineer. Any material lef
hand after paving has been ordered stopped due to darkness, weather or other adverse conditions shal
disposed of at the Contractor's expense, including the cost of the material. If the temperature of any mix
leaving the plant drops twenty (20) degrees F between the time of leaving the plant and placing on the roa
if air temperature is fifty (50) degrees F or lower, the Contractor shall furnish and use full tarpaulins to c
all loads when directed by the Engineer.

In addition to the requirements in Section 39-2.01C(2), "Spreading and Compaction Equipment," of
Standard Specifications and these special provisions, asphalt paving equipment shall be equipped
automatic screed controls and a sensing device or devices.

When placing asphalt concrete to lines and grades established by the Engineer, the automatic controls s
control the longitudinal grade and transverse slope of the screed. Grade and slope references shal
furnished, installed and maintained by the Contractor. The minimum length of the ski device shall be
feet. The ski device shall be a rigid one piece unit and the entire length shall be utilized in activating
sensor.

When placing the first lane of asphalt concrete, the end of the screed nearest the centerline shall be contro
by a sensor activated by a ski device not less than 30 feet long. The end of the screed farthest from
centerline shall be controlled by a sensor activated by a similar ski device.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previo
placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and
reproduce the grade in the new mat within a 0.01-foot tolerance. The end of the screed farthest from
previously placed mat shall be controlled in the same manner as when placing the initial lane.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt conc
conforming to the requirements, including straightedge tolerance, of Section 39-2.01A(4), "Smoothness,
the Standard Specifications, the paving operations shall be discontinued and the Contractor shall modify
equipment or furnish Substitute equipment.

Should the automatic screed controls fail to operate properly during any day's work, the Contractor may
manual control of the spreading equipment for the remainder of that day, however, the equipment shal
corrected or replaced with alternative automatically controlled equipment conforming to the requiremen
this section before starting another day's work.

The complete surfacing shall be true to grade and cross section, of uniform smoothness and text
compacted firmly and free from depressions, humps or irregularities.

The area to which tack coat has been applied shall be closed to public traffic. Care shall be taken to a
tracking tack coat material onto existing pavement surfaces beyond the limits of construction.

A drop-off of more than 0.17-foot will not be allowed at any time between adjacent lanes open to pu
traffic overnight. A P70 wedge joint may be allowed with adequate signing and approval by engineer.

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No separate measurement will be made for tack coat required by the standard specifications and these spe provisions.

Measurement and payment for all work performed under this section "Asphalt Concrete" of these Spe Provisions, including asphalt concrete paving and paint binder, shall conform to the provisions in Section 6, "Payment," of the Standard Specifications, as amended in these Special Provisions

10-1.20 Finished Roadway.—The finished roadway item shall consist of all incidentals to complete roadway, roadway drainage, and roadway slopes, driveways, and driveway connections, etc. necessar complete project to a finished respectable end product. All connections and private driveways at comple shall be in as good of condition as prior to project or improved. All drainage shall be unimpeded and as d as site conditions allow.

10-1.21 Erosion Control.— Erosion control shall conform to the provisions in Section 21, "Ero Control" of the Standard Specifications, these special provisions, and any project permits.

Erosion control work shall consist of surface preparation, applying and incorporating dry seed into the and covering with straw. Erosion control shall be applied as the last item of work.

The following seed mix shall be utilized:

Grasses and Legumes	**Pound/Acre**
Fescue (Vulpia myuros)	8
California Brome (Bromus carinatus)	5
Blue Wildrye (Elymus glacus)	5
Meadow Barley (Hordeum brachyantherum)	5
Rose Clover (Trifolium hirtum)	8

Wild Flowers	**Pound/Acre**
Yarrow (Achillea millefolium)	2
California Poppy (Eschscholzia californica)	2
Tidy Tips (Layia fremontii)	2

County representative shall be present during the mixing and application of material. Seed tags documen each batch will be supplied to the county representative on site.

Straw for erosion control shall be rice straw.

10-1.22 Regulations and Environmental Compliance.—Contractor shall comply will all local, state, federal regulations as they relate to the Contractors scope of work and responsibilities. This includes b not limited to the California Department of Fish and Wildlife 1600 Streambed Alteration Permit tha included for reference with these project special provisions.

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Full compensation for all compliance, shall be considered as included in the payment for the various item f work, and no additional payment will be allowed, thereof.

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(DO NOT DETACH)
BID TO THE COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS
CONTRACT NO. - 30034SD-2021

NAME OF BIDDER: _____

BUSINESS P.O. BOX: _____

CITY, STATE, ZIP: _____

BUSINESS STREET ADDRESS: _____

(Please include even if P.O. Box used)

CITY, STATE, ZIP: _____

TELEPHONE NO: AREA CODE ( ) _____

FAX NO: AREA CODE ( ) _____

EMAIL ADDRESS: _____

CONTRACTOR LICENSE NO.: _____

The work for which this bid is submitted is for construction in conformance with the Special Provis (including the payment of not less than the State general prevailing wage rates or Federal minimum w rates), the project plans described below, including any addenda thereto, the contract annexed hereto, also in conformance with the California Department of Transportation Standard Plans, dated 2018, Standard Specifications, dated 2018, and the Labor Surcharge and Equipment Rental Rates in effect on date the work is accomplished.

The project plans for the work to be done are entitled:

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS FOR

ROAD CONSTRUCTION
ROAD REPAIR - LEESVILLE ROAD

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the i and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces prov for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column sha the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price s prevail, except as provided in (a) or (b), as follows:

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(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the s as the amount as the entry in the item total column, then the amount set forth in the item total col for the item shall prevail and shall be divided by the estimated quantity for the item and the price obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, discrepancy will be resolved by using the entered unit price or item total, whichever most clo approximates percentage wise the unit price or item total in the *COUNTY OF COLUSA*'s E Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid ma deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, omitted, the bid may be deemed irregular unless the project being bid has only a single item and a c readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significanc establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums wi interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also l no significance in establishing any unit price or item total since all figures are assumed to be expresse dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevai

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to c every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation specifically provided for will be determined in the discretion of the *COUNTY OF COLUSA,* and discretion will be exercised in the manner deemed by the *COUNTY OF COLUSA* to best protect the pu interest in the prompt and economical completion of the work. The decision of the *COUNTY OF COL* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this bid shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonc the sums required by the State Contract Act, with surety satisfactory to the *COUNTY OF COLUSA*, wi 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from *COUNTY OF COLUSA* that the contract has been awarded, the *COUNTY OF COLUSA* may, at its opt determine that the bidder has abandoned the contract, and thereupon this bid and the acceptance thereof s be null and void and the forfeiture of the security accompanying this bid shall operate and the same shal the property of the *COUNTY OF COLUSA.*

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CONTRACTORS BID

ENGINEER'S ESTIMATE OF QUANTITIES

Road Repair at 3.8 Miles West of State Route 20

LEESVILLE ROAD; ROAD NO. 34

NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
1	MOBILIZATION	LS	1	_____	_____
2	SIGNS AND TRAFFIC CONTROL	LS	1	_____	_____
3	CLEARING AND GRUBBING	LS	1	_____	_____
4	FOUNDATION AND SITE PREP	LS	1	_____	_____
5	8" PMP DRAIN PIPE	LF	110	_____	_____
6	GABION CODE A	EA	8	_____	_____
7	GABION CODE B	EA	52	_____	_____
8	GABION CODE C	EA	4	_____	_____
9	GABION CODE D	EA	8	_____	_____
10	GABION CODE E	EA	40	_____	_____
11	WIRE MESH PANELS	EA	135	_____	_____
12	GEOTEXTILE FABRIC	SY	850	_____	_____
13	PERVIOUS BACKFILL	TON	285	_____	_____
14	IMPORT BORROW (F)	CY	1250	_____	_____
15	CLASS 2 AB	TON	150	_____	_____
16	HMA	TON	40	_____	_____
17	FINISH ROADWAY	LS	1	_____	_____
18	EROSION CONTROL	SY	350	_____	_____

TOTAL _____

Note: Evaluation of the submitted bids utilizing the various sources of information shall be the sole and final determination o
County of Colusa and may not be based solely on cost.

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The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcont t portions of the work, as required by the provisions in Section 2-1.33C, "Subcontractor List", of the Stan l Specifications and Section 2 of these special provisions.

LIST OF SUBCONTRACTORS

Sub-Contractor Name/Address	Department of Industrial Relations (DIR) Resistration #	Description of Protion of Work Sub-contracted

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Prior Work Performance References

Public Agency: _____

Project Manager: _____

Phone Number: _____

Dates and Description of Work: _____

_____

_____

_____

Public Agency: _____

Project Manager: _____

Phone Number: _____

Dates and Description of Work: _____

_____

_____

_____

Public Agency: _____

Project Manager: _____

Phone Number: _____

Dates and Description of Work: _____

_____

_____

_____

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Public Agency: _____

Project Manager: _____

Phone Number: _____

Dates and Description of Work: _____

_____

_____

_____

Public Agency: _____

Project Manager: _____

Phone Number: _____

Dates and Description of Work: _____

_____

_____

_____

Public Agency: _____

Project Manager: _____

Phone Number: _____

Dates and Description of Work: _____

_____

_____

_____

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(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE PART OF THIS BID)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder_____, proposed subcontra
_____, hereby certifies that he has ___ , has not __
participated in a previous contract or subcontract subject to the equal opportunity clauses, as required
Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Repor
Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contractin
administering agency, or the former President's Committee on Equal Employment Opportunity, all rep
due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of
Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontrac
only in connection with contracts and subcontracts which are subject to the equal opportunity cla
Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR
1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or t
implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcon
subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)
prevents the award of contracts and subcontracts unless such contractor submits a report covering
delinquent period or such other period specified by the Federal Highway Administration or by the Direc
Office of Federal Contract Compliance, U.S. Department of Labor.

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PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder her declares under penalty of perjury under the laws of the State of California that the bidder has ___ , has ___been convicted within the preceding three years of any offenses referred to in that section, including charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal anti law in connection with the bidding upon, award of, or performance of, any public works contract, as def in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Sec 1100, including the Regents of the University of California or the Trustees of the California State Univer The term "bidder" is understood to include any partner, member, officer, director, responsible mana officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provi The above Statement is part of the Bid. Signing this Bid on the signature portion thereof s also constitute signature of this Statement. Bidders are cautioned that making a f certification may subject the certifier to criminal prosecution.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalt perjury, that no more than one final unappeasable finding of contempt of court by a federal court has b issued against the Contractor within the immediately preceding two year period because of the Contrac failure to comply with an order of a federal court which orders the Contractor to comply with an order of National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signa portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders cautioned that making a false certification may subject the certifier to criminal prosecution.

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Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire: Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation? Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

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Noncollusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the COUNTY of COLUSA
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bi declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partners company, association, organization, or corporation; that the bid is genuine and not collusive or sham; tha bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to p a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directl indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bi or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any c bidder, or to secure any advantage against the public body awarding the contract of anyone interested in proposed contract; that all statements contained in the bid are true; and, further, that the bidder has directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereo divulged information or data relative thereto, or paid, and will not pay, any fee to any corporat partnership, company association, organization, bid depository, or to any member or agent thereo effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Bid. Signing this Bid on the signature por thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned making a false certification may subject the certifier to criminal prosecution.

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Accompanying this proposal is _____

(NOTICE: INSERT THE WORDS "CASH($ _____)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.
The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secre treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copar composing firm; if bidder or other interested person is an individual, state first and last names in full.

_____

_____

_____

Licensed in conformance with an act providing for the registration of Contractors,
License No._____ Classification(s) _____

ADDENDA - This Proposal is submitted with respect to the changes to the contract included in addenda (if any)

number/s _____
(*Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda*.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foreg questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the b has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chap Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury u the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 U States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debar and Suspension Certification are true and correct.

Date:_____

_____

_____

_____

Signature and Title of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

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COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

We, _____

_____ as Principal, and

_____

as Surety are bound unto the County of Colusa, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____

_____

(Copy here the exact description of work, including location as it appears on the bid)

_____

for which bids are to be opened at _____ on _____
(Insert place where bids will be opened) *(Insert date of bid opening)*

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____ , 20 ___ .

_____

_____

_____
Principal

_____
Surety

By _____
Attorney-in-fact

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CERTIFICATE OF ACKNOWLEDGMENT
Pursuant to California Civil Code Section 1189 & 1195

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 the truthfulness, accuracy, or validity of that document.

State of California,
County of Colusa

On _____ before me_____,
(insert name and title of the officer)

personally appeared _____,
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
within instrument and acknowledged to me that he/she/they executed the same in his/her/their author
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon be
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 foreg
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(SEAL)

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DRAFT CONTRACT IS PROVIDED

AS AN INFORMATIONAL ITEM ONLY

DO NOT COMPLETE WITH BID

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Colusa County Department of Public Works Contract for Construction on County Roads
Road Repair – Leesville Road
CONTRACT NO. 30034SD-2021

This roadway repair contract ("Contract") is between the County of Colusa ("County"), a poli subdivision of the State of California and _____("Contractor"), a Califo Corporation,. This is a public works contract subject to Department of Industrial Relations registration, payment of prevailing wage.

Services to be Performed: Contractor agrees at its own expense to furnish all equipment, labor and mate necessary to provide County with the work called for in the Contract Documents, including but not limite the Notice of Bidders, Special Provisions, Bid Book, and Contractors bid or proposal for the County's construction on Road Repair Leesville Road, Contract No. 30034SD-2021, as more specifically detailed Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documen submitted in response to the RFB are incorporated into the terms and conditions of this Contract. This includes:

- **A.** Contractor's bid and proposal;
- **B.** The California Department of Transportation Standard Plans dated 2018 (2006 for HMA);
- **C.** The California Department of Transportation Standard Specifications dated 2018 (2006 HMA); and
- **D.** The Notice to Bidders, Special Provisions, and Bid Book for Contract No. 30034SD-2 dated_____, including all addendums and attachments thereto.

2. **Term:** This Contract shall begin on date of signing.

3. **Compensation:** County will pay Contractor compensation not to exceed $_____ bid. Compensation will be paid in accordance with paragraph 4, Method of Payment.

   A. Retention: An amount of 5% shall be deducted from the invoices submitted by the Contra as retention money to be utilized in case of default or defective materials, equipment, supp work or service not rectified by the Contractor. The retention money shall be paid over to Contractor upon the receipt of a Certificate of Completion.

4. **Method of Payment:** Upon completion of the services provided for in paragraph 1, Contractor s provide County with a final invoice. Upon receipt of the final invoice, County shall process payr to Contractor as provided for by County's established policies and procedures, and payment wil issued accordingly for undisputed invoices.

   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.
   - **6)** Be signed by an authorized official, employee, or agent certifying that the c

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represents actual expenses for the services performed under this Contract.

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that s qualified and licensed to perform the services to be done as required in this Contract. County re upon the representations of Contractor regarding professional training, licensing, and ability 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 Cou Contractor shall have sole discretion and control of Contractor's services and the manne which they are performed.

   B. Acceptance of work or payment of invoice by County does not operate to release Contra from any responsibility to perform work to professional standards.

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

6. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of acco invoices, vouchers, canceled checks, and other records or documents evidencing or relating to cha for services, or expenditures and disbursements charged to County for a minimum period of 5 ye or for any longer period required by law, following audit, or from the date of final paymen Contractor under this Contract, whichever is later.

   A. Contractor shall maintain all documents and records which demonstrate performance u this Contract for a minimum period of 5 years, or for any longer period required by law, f the date of termination or completion of this Contract.

   B. Any records or documents required to be maintained pursuant to this Contract shall be m available for inspection or audit at any time during regular business hours, upon wr request by County Counsel or other designated representative of County. Copies of s documents shall be provided to County for inspection at the office of the requesting co officer unless it is impractical to do so; in which case the records shall be made availabl 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 disca due to dissolution, disbandment, or termination of Contractor's business, County may written request, require that custody of the records be given to County and that the records documents be maintained by County at the Board of Supervisors offices. Access to s records and documents shall be granted to any party authorized by Contractor, Contrac representatives, or Contractor's successor-in-interest.

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of Cou Nothing contained in this Contract, or any document executed in connection with this Contract, s be construed to create an employer-employee, partnership or joint venture relationship betw County and Contractor nor to allow County to exercise discretion or control over the manner in w Contractor performs the work or services that are the subject matter of this Contract; provi

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however, the work or services to be provided by Contractor shall be provided in a manner consis t with reaching County's objectives in entering this Contract.

8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and directors, officers, employees, and agents harmless against any claims of any kind, arising or alle l to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.

9. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, following insurance policies with insurers possessing a Best's rating of no less than A:VII:

   A. **Workers' Compensation Coverage:** Contractor shall maintain Workers' Compensa Insurance and Employer's Liability Insurance for its employees in accordance with the law the State of California. In addition, Contractor shall require each subcontractor to simil maintain Workers' Compensation Insurance and Employer's Liability Insurance in accorda with the laws of the State of California for all of the subcontractors' employees. Any notic cancellation or non-renewal of all Workers' Compensation policies must be received County at least 30 days prior to such change.

   B. **General Liability Coverage:** Contractor shall maintain commercial general liab insurance in an amount of not less than $1,000,000 per occurrence for bodily injury, pers injury, and property damage. If a commercial general liability insurance form or other f with a general aggregate limit is used, either the general aggregate limit shall apply separa to the work to be performed under this Contract or the general aggregate limit shall be at l twice the required occurrence limit.

   C. **Automobile Liability Coverage:** Contractor shall maintain automobile liability insura covering bodily injury and property damage for all activities of the contractor arising out c in connection with the work to be performed under this Contract, including coverage owned, hired, and non-owned vehicles, in an amount of not less than $1,000,000 for e accident for bodily injury or property damage.

   D. **Professional Liability Insurance (Errors and Omissions):** Contractor shall mair Professional Liability Insurance for Errors and Omissions coverage in an amount of not than $2,000,000 in aggregate. The insurance coverage provided by Contractor shall cor language providing coverage for up to three 3 years following the completion of the cont in order to provide insurance coverage for the hold harmless provisions herein if the polic claims made.

   E. **Policy Endorsements:** All insurance, except workers' compensation, shall include endorsement or an amendment to the policy of insurance:

      1) Naming County, its elected officials, officers, employees, agents and volunteer additional named insureds with respect to liability arising out of any and all v performed by or on behalf of the Contractor under this Contract;

      2) Providing that Contractor's insurance shall be the primary insurance as resp

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County, its elected or appointed officers, officials, employees, agents and volunte
Any insurance maintained by County, including any self-insured retention County
have, shall not be called upon to contribute to a loss covered by Contract
insurance;

3) Providing the policy of insurance shall act for each insured and additional insured
though a separate policy had been written for each, except with respect to the limi
liability of the insuring company;

4) Providing that the insurer waives all rights of subrogation against County, its electe
appointed officers, officials, employees, agents or volunteers;

5) Providing any failure to comply with the reporting provisions of the policy
insurance shall not affect coverage provided to County, its elected or appoi
officers, officials, employees agents, or volunteers;

6) Providing broad-form contractual liability coverage insuring contractor's indem
obligations under this contract; and

7) Providing that coverage under the policy shall not be suspended, voided, reduce
cancelled in coverage or in limits without 30 days written notice certain to County.

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

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

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

11. Department of Industrial Relations Registration: Contractors and subcontractors shall reg
with the California Department of Industrial Relations (DIR) pursuant to California Labor C
sections 1771.1 and 1725.5.

12. Prevailing Wage: This Contract is subject to prevailing wage rates. Copies of the prevailing rate
per diem wages applicable to this Project are available from the California Department of L
Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue,
Floor, San Francisco, California 94102 (415) 703-4780. Contractor is required to post a copy of
wage rates on the job site. Any employee whose type of work is not covered by any of the classi
wage rates shall be paid not less than the rate of wage listed for the classification which most ne
corresponds to the type of work to be performed. Pursuant to California Labor Code section 1
Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a

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for each worker paid less than the prevailing rates for such work or craft, and the penalty shal imposed and distributed pursuant to Section 1775.

13. **Payment Bond:** Pursuant to Chapter 5, of Title 3, of Part 6, of Division 4 of the California C Code, if the Contract compensation exceeds $25,000, Contractor shall, before commencement of work, provide County with a payment bond equal to 100% of the compensation payabl accordance with this Contract to secure the Contractor's, and any subcontractor's, performance provide coverage for the services to be provided pursuant to this Contract by Contractor and subcontractor.

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

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

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

If to County: Colusa County Public Works
1215 Market Street, Colusa CA 95932
(530) 458-0466

If to Contractor: _____
_____
_____

17. **Entire Contract**: This Contract constitutes the complete and exclusive statement of contract betw County and Contractor. All prior written and oral communications, including **correspondence**, dr memoranda, and representations, are superseded in total by this Contract.

18. **Amendments**: This Contract may be modified or amended only by a written document executed both Contractor and County and approved as to form by the County Counsel.

19. **Waiver**: No failure on the part of either party to exercise any right or remedy provided for by

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Contract shall operate as a waiver of any other right or remedy that party may have.

20. Execution: This Contract may be executed in several counterparts, each of which shall constitute and the same instrument and shall become binding upon the parties.

21. Assignment & Subcontracting: The parties recognize that a substantial inducement to County entering into this Contract is the professional reputation, experience, and competence of Contra Assignments of any or all rights, duties or obligations of Contractor under this Contract wil permitted only with the express consent of County. Contractor shall not subcontract any portio the work to be performed under this Contract without the written authorization of County. If Co consents to such subcontract, Contractor shall be fully responsible to County for all acts or omiss of the subcontractor. Nothing in this Contract shall create any contractual relationship betw County and subcontractor nor shall it create any obligation on the part of County to pay any mo due to any such subcontractor unless otherwise required by law.

22. 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 Cont or

B. By County without cause upon fifteen (15) days written notice of termination.

23. Partial Invalidity. If any provision of this Contract is held to be invalid, void, or unenforceable remainder of the provision and/or provisions shall remain in full force and effect and shall no affected or invalidated.

24. Attachments: All attachments referred to are incorporated and made part of the Cont

Attachments include: _____ **Bid for 30034SD-2021**

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

COUNTY OF COLUSA	**CONTRACTOR**
_____	_____
Gary J. Evans, Chair of the Board of Supervisors County of Colusa	Signature
	_____
	Printed Name and Title
APPROVED AS TO FORM	**ATTEST:** Wendy G. Tyler, Clerk of the Board of Supervisors
_____	By _____
David A Prentice, Interim County Counsel	Melissa Kitts, Deputy

Attachment: BID Doc for Repair on Leesville Road 30034SD_2021 [Revision 1] (6545 : Approve Request for Bid - Leesville Road)

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS

PAYMENT BOND

(Section 3247, Civil Code)

WHEREAS, The County of Colusa, acting by and through the Department of Public Works, herea referred to as "Obligee", has awarded to Contractor _____ hereafter designated as "Principal", a contract for the work described as follows:

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure payment of claims of laborers, mechanics, materialmen and other persons as provided by law.
NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum o _____ dollars _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Sec 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performe such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax B for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Reve and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same i amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In suit is brought upon this bond, the surety will pay a reasonable attorney's fee to fixed by the court.
This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a r of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

_____

_____

_____

_____

_____

_____

_____
Principal

_____
Surety **(SEAL)**

_____
By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

Attachment: BID Doc for Repair on Leesville Road 30034SD_2021 [Revision 1] (6545 : Approve Request for Bid - Leesville Road)

CERTIFICATE OF ACKNOWLEDGMENT

Pursuant to California Civil Code Section 1189 & 1195

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 the truthfulness, accuracy, or validity of that document.

State of California,
County of Colusa

On _____ before me_____,
(insert name and title of the officer)

personally appeared _____,
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
within instrument and acknowledged to me that he/she/they executed the same in his/her/their author
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon be
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 foreg
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(SEAL)

Attachment: BID Doc for Repair on Leesville Road 300034SD_2021 [Revision 1] (6545 : Approve Request for Bid - Leesville Road)

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS

PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the City / County of _____ , acting by and through Department of Public Works, has awarded to Contra _____, hereafter designated as "Contractor", a contract for the work described as follows:

AND WHEREAS, the Contractor is required to furnish a bond in connection with said cont guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the Count Colusa in the sum of $ _____ dollars _____), to be paid to said County or its certain attorney, its successors and assigns: which payment, well and truly to be made, we bind ourselves, our heirs, executors and administra successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreem in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be and performed at the time and in the manner therein specified, and in all respects according to their intent meaning, and shall indemnify and save harmless the County of Colusa , its officers and agents, as the stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day _____, 20___.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

_____

_____

_____

_____

_____

_____

_____

_____

Contractor

_____

Name of Surety **(SEAL)**

_____

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

Attachment: BID Doc for Repair on Leesville Road 30034SD_2021 [Revision 1] (6545 : Approve Request for Bid - Leesville Road)

CERTIFICATE OF ACKNOWLEDGMENT
Pursuant to California Civil Code Section 1189 & 1195

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 the truthfulness, accuracy, or validity of that document.

State of California,
County of Colusa

On _____ before me_____,
(insert name and title of the officer)

personally appeared _____,
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
within instrument and acknowledged to me that he/she/they executed the same in his/her/their author
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon be
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 foreg
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(SEAL)

Attachment: BID Doc for Repair on Leesville Road 30034SD_2021 [Revision 1] (6545 : Approve Request for Bid - Leesville Road)

COUNTY OF COLUSA, CA **3.17**

Request For County Board of Supervisors Action

MEETING DATE: **May 11, 2021**

DEPARTMENT: **Human Resources**

FROM: **Ann Nordyke**

SUBJECT: **Revisit Resolution Establishing Temporary Personnel Policies**

Revisit 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

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

Attachment: 20-008 Resolution Establishing Temporary Additional Personnel Policies (6558 : Revisit Resolution 20-008)

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.

Attachment: 20-008 Resolution Establishing Temporary Additional Personnel Policies (6558 : Revisit Resolution 20-008)

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

Attachment: 20-008 Resolution Establishing Temporary Additional Personnel Policies (6558 : Revisit Resolution 20-008)

COUNTY OF COLUSA, CA **4.1**

Request For County Board of Supervisors Action

MEETING DATE: **May 11, 2021**

DEPARTMENT: **Behavioral Health**

FROM: **Debbie Hickel**

SUBJECT: **Approve Adult Residential Facility Project**

Approve Adult Residential Facility Project in Colusa County.

Detailed Description/Background of request

The Board of Supervisors is being asked to hear the matter of an MHSA activity that BH desires to initiate in order to support persons who may be conserved by the Superior Court and who need an intensive residential intervention to address their current symptoms. BH and H&HS would like the Board to vote in favor of the concept of pursuing the creation of an Adult Residential Facility here in Colusa County. Any purchase of property, or any contract with a provider, would by necessity, come to the Board for their review and approval. Today's action is only to approve the project as worth exploring.

Presently the County typically has from 8 to 10 persons conserved by the Court, and it is the responsibility of the Public Guardian, whose position is within Health and Human Services, to place these persons in a safe and supervised setting while treatment for their condition is being addressed. Care for these persons is almost exclusively in out of county placement settings with case management supervision by the Public Guardian and treatment purchased by Behavioral Health. There are two levels of treatment that are usually considered. The first, for circumstances when the consumer is not stabilized, is the locked setting, often referred to as an Institute for Mental Disease, or IMD. The County has contracts in place for these settings. There are two to three residents using this level of care now. The second level of care is the Adult Residential Facility (ARF) which is not locked, but does provide 24/7 staffing and is Licensed by Community Care Licensing. These facilities can legally dispense medications which often times are part of the treatment for the conserved resident. There is an extreme shortage of these beds in California because it is not an especially profitable enterprise. ARF beds usually cost as much as $50,000 to $75,000 annually. This is the type of facility BH would like to create in Colusa County.

BH would like to purchase a large house within the County and generate an RFP to seek a provider to license and operate the home as a six bed Adult Residential Facility. This new program would be for the exclusive use of Colusa County residents. However, the County would always have the option of contracting a bed to another county if the census were low and the Board allowed that to happen. A local County owned Adult Residential facility would reduce the need for placements in distant counties to serve the residents of Colusa County.

The annual operation would be approximately $450,000 paid for by Behavioral Health. This amounts to about $210 dollars a day per bed or $76,000 a year for each resident.

The cost of contracting with a private provider, selected through an RFP process, would be feasible when considering four primary sources of available funding.

- First, persons who manifest significant symptoms of mental illness are generally recipients of Supplemental Security Income (SSI), of which most of this revenue is designated by Social Security for the residential piece of their care. This amounts to about $50,000 annually for all six residents.

- Secondly, there would be considerable cost savings from contracts that are currently in place for out of County placements that would no longer be needed. These prices vary. But, assuming Colusa brought three persons back to the County at a cost of about $76,000 annually each, that would total over $200,000 in funding to be redirected to the cost of the ARF .

- Thirdly, because Colusa County residents would be living within the County, BH Staff would be able to provide various Medicaid reimbursable services that they are not presently providing. This would include case management, rehabilitation and medication monitoring for a total of about $25,000 annually.

- Finally, the balance from these three sources would be paid out of the MHSA Community Supports and Services (CSS) Fund. This fund is projected to be about $2 million dollars each fiscal year. Rather than accruing large sums of CSS dollars, Colusa would be investing about $175,000 in building our own local capacity to serve persons who need this level of care. This CSS fund is specifically for Full Service Partners of the department that are the population this ARF is intended to serve.

This type of facility normally has about seven full time positions, which means that there will be seven new jobs within the County that do not necessarily require a high level of education, but which do require employee commitment, stability and a desire to serve other members of the community. The successful provider will likely be located in Sutter, Yuba, or Sacramento Counties. Generally, providers will oversee from 5 to 7 of these types of residences where they provide the direct care for residents under contract with the host county. In the program BH hopes to establish, each resident would have their own bedroom, as privacy is seen as a critical foundation for long term recovery from symptoms of mental illness.

There is mild urgency to this project in that the Community and Supports Services Fund at BH has been receiving their annual allocation and carrying over some of these funds from year to year. There is written in the State MHSA Regulation that funds unspent cannot be carried over for more than five years and that after the five year time period has lapsed these funds must be returned to the State MHSA Fund. BH has approximately 1.9 Million dollars that fall into this category. These funds will be included in the BH FY 2021/22 budget cycle and spent, or at the end of the 2021/22 FY, they must be returned to the State per reversion regulations specific to MHSA. This proposal will be included in the MHSA Annual Update, so that legally, BH will have gone through the steps required by the Ca. Code of Regulations. This project will utilize about half of the revenue that is at risk for reversion. The other half of these funds that are vulnerable

to reversion will be transferred to the local Housing Authority for the NPLH affordable housing project in Colusa County. These two projects, that are included in our Annual MHSA Update, will address the surplus funds available to the county, and both of these projects are within the parameters described in the regulations for this categorical funding.

This project was presented to the Colusa County Behavioral Health Advisory Board on April 13th, 2021. There was a quorum present and the Board was quite supportive of this project. They expressed the fact that there is a considerable need for this type of programing.

The timeline for all purchases and the creation of the maintenance fund for this project is to be completed by June 30, 2022. No use permit is required for a six bed unit, though the County will certainly work with any neighborhood concerns. After Board approval, a request to purchase a specific home will be brought to the Board by September 1, 2021. Any upgrades to the home will be completed by March 1, 2022. An RFP for the provider will be issued by February 1, 2022 and a provider will be selected by May 1, 2022. The contract for the provider and the program description will be brought to the Board by June 1, 2022. All furnishings for the home will be purchased by June 1, 2022. The Provider will seek and obtain Community Care Licensing by September 1, 2022. The first residents will take up occupancy by October 1, 2022.

Prior Board Action

There has been no past action on this matter.

Fiscal Impact/Funding Source

(002936-02936) Community and Supports Fund (CSS)
The fiscal impact to the County will be approximately one million dollars from the BH Community and Supports Fund. The largest portion of the revenue will be used to purchase the home which ideally will be located on a larger lot to allow both privacy to the residents and the program, and potentially space to add other services on the same campus at some future time. The other expenditures from this BH Community Supports Fund will be used for any upgrades to the home which will be conducted through the normal County RFP processes. One of the upgrades will be to add a backup generator for use during power outages. Once the home is ready for occupancy, this same revenue will be used to furnish the home in preparation for the RFP to be issued to seek a provider. Any remaining revenue will be placed in a dedicated fund with the County Auditor for ongoing maintenance of the home and property. In establishing this special maintenance fund, there will be a practice established that requires that each year BH will contribute $10,000 to this fund to keep the fund flush for any future contingency.

Action for the Clerk

None.

ATTACHMENTS:

- Memorandum to BOS (PDF)
- Colusa ARF_ (PPT)

County of Colusa
Department of Behavioral Health

Noel J. O'Neill, LMFT, Interim Director

162 East Carson Street
Colusa, CA 95932
Phone: (530) 458-0520
Fax: (530) 458-7751

Date: May 11, 2021

To: Colusa County Board of Supervisors

From: Noel J. O'Neill

Subject: **MHSA Community and Supports Plan for 2021/2022**
Full Service Adult Residential Facility Project

Over the recent years, Colusa County Behavioral Health has accrued over $4 million of CSS Dollars. If not used in the 2021/22 budget year roughly 25% of this revenue could be subject to reversion. Behavioral Health intends to dedicate a little more than $1,100,000 to this project in the coming year thus not having it reverted back to the State.

Proposition 63 is quite clear that 51% of CSS dollars must be spent on FSP activities. In past MHSA years, the State has allowed CSS dollars to be used to purchase housing for the exclusive use of FSP consumers. Behavioral Health would like to utilize the accumulated CSS revenue for a program of intensive housing to serve six FSP individuals at a time. Our intention is to budget for the purchase, and upgrade to a six bedroom home to be used for an Adult Residential Facility for our FSP clients. We will furnish the home so that each consumer will have their own bedroom for the length of their stay. Once the home is purchased, and while the upgrades are happening, we will ask Colusa County to issue a Request for Proposals to providers to license and operate the home as an Adult Residential Facility. Colusa County will pay an annual fixed rate to the successful operational contractor and that revenue will be paid from the annual CSS allocation to the Behavioral Health Department from the State Department of Health Care Services. Referrals into the home will exclusively be made by Colusa County Behavioral Health staff. When the FSP resident has a Supplemental Security Income check, the residential portion

Attachment: Memorandum to BOS (6541 : Approve Adult Residential Facility Project)

of the check will be paid to the county to assist in offsetting the monthly contract payment to the provider of services. Behavioral Health will direct any remaining revenue from the $1,100,000 in revenue into a capitalized operating subsidy reserve as legally allowed by the California Code of Regulations 3630.05.

All FSP clients will have both an open chart and a case manager from Colusa County Behavioral Health Services. Treatment will be available based upon medical necessity and the individual client service plan. Medication monitoring will be appropriate for most clients. Substance use treatment will also be available for any client who desires that type of intervention. All clients of the Adult Residential Facility will be encouraged to utilize the Safe Haven Drop-In Center for peer support and socialization. The Behavioral Health-Recovery Model will be the guiding principle as a schedule is generated for the Board and Care Home by the operators.

Presently there is an extreme shortage of FSP Housing resources in Colusa County and any FSP consumer who needs this level of care is residing in an out of county residence. Colusa County Behavioral Health is determined to improve this situation. This facility will be used both for bringing consumers home who may be living out of county and as a prevention strategy to provide an intervention for a FSP consumer who may be struggling and needs more structure and support in their lives.

Attachment: Memorandum to BOS (6541 : Approve Adult Residential Facility Project)

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Colusa County Behavioral Health Services

May 11, 2021

Attachment: Colusa ARF_ [Revision 2] (6541 : Approve Adult Residential Facility Project)

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Colusa County Behavioral Health Services

May 11, 2021

- Colusa County would like to purchase a local home with six to seven bedrooms in order to operate a six person adult residential facility.
- The goal is to bring county residents back to their own community. No Use permit is required for this operation.
- The home will be based upon recovery principles, and residents will be highly encouraged to frequent Safe Haven during the day when it is open again.

Attachment: Colusa ARF_ [Revision 2] (6541 : Approve Adult Residential Facility Project)

Colusa County Behavioral Health Services

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The home is often referred to as a “Board and Care” facility, known by the legal name of “Adult Residential Facility”.

Community Care Licensing over sees the facility and does inspections several times a year.

Welfare and Institutions Code speaks to the conditions that must be present in the home for it to operate with the blessing of Community Care Licensing.

Attachment: Colusa ARF_ [Revision 2] (6541 : Approve Adult Residential Facility Project)

Colusa County Behavioral Health Services
May 11, 2021

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- One advantage of a Adult Residential Facility is that it will have 24/7 awake staff to provide support to residents.
- Residents can take their medications on site in a supervised manner.
- Some public guardians believe conserved consumers need, at a minimum, this level of supported care.

Attachment: Colusa ARF_ [Revision 2] (6541 : Approve Adult Residential Facility Project)

Colusa County Behavioral Health Services
May 11, 2021

- This home will be a voluntary home where residents want to live, and the resident will agree to the ground rules of the home in advance of the placement.

- Typically residents can be involved in the routines of the day like shopping and preparation of food for meals, and the learning other daily life skills.

- Local staff from Behavioral Health will work closely with staff from the provider so that residents are getting the medical and mental health care they may need to improve the well being of the resident.

Attachment: Colusa ARF_ [Revision 2] (6541 : Approve Adult Residential Facility Project)

Colusa County Behavioral Health Services

May 11, 2021

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Often the case managers from CCBHS will take residents to appointments, especially if they are out of County in neighboring Yuba City.

Each consumer has his or her own room, which is unusual in this industry.

CCBHS will have an assigned case manager to the home and will make regular visits to the home to address needs and support residents.

Attachment: Colusa ARF_ [Revision 2] (6541 : Approve Adult Residential Facility Project)

Colusa County Behavioral Health Services
May 11, 2021

What are the challenges of an Adult Residential facility?

- Onerous admission process as required by Community Care Licensing.
- Consumers must be ambulatory, not have certain medical conditions, and have a TB test as well as a physical.
- Consumer must be emotionally stable and able to understand and comply with the house rules.

Attachment: Colusa ARF_ [Revision 2] (6541 : Approve Adult Residential Facility Project)

Colusa County Behavioral Health Services
May 11, 2021

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- Consumers are encouraged to become engaged in the wellness center and other community activities.
- There is a requirement that they notify staff when they are leaving with their destination so staff can assist if the resident does not return when expected.
- Most of the rules are governed by Community Care Licensing. The overall intent is to encourage recovery and safety.
- There is no time limit on the resident's stay.

Attachment: Colusa ARF_ [Revision 2] (6541 : Approve Adult Residential Facility Project)

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Colusa County Behavioral Health Services
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- Persons who are ready to step down from a higher level of care can return to the county owned facility.
- The contracted provider staff in Colusa County will be well appraised of the needs of the consumer from records that will have been generated in other facilities.
- The BH Advisory Board did review this project at their regular meeting on April 13th, and they found it to fill a very clear need.

Attachment: Colusa ARF_ [Revision 2] (6541 : Approve Adult Residential Facility Project)

Colusa County Behavioral Health Services
May 11, 2021

A fiscal look at how this project is funded

- From the MHSA Community Supports and Services (CSS) Fund, CCBHS has about one million dollars that must be spent in the fiscal year 21/22, or it will be subject to reversion.
- California Code of Regulations is clear in section 3630 (b) that CSS Funds may be used for general system development. The code goes on to say in CCR 3630.05a that the purchase of transitional housing is such a permitted option. An Adult Residential Facility is transitional housing.

Attachment: Colusa ARF_ [Revision 2] (6541 : Approve Adult Residential Facility Project)

Colusa County Behavioral Health Services
May 11, 2021

- All of the Beds are fiscally underwritten by MHSA Dollars. There is never a charge to consumers, except for the designated portion of SSI. The resident's Medi-Cal will be utilized for case management services.

- The County pays for every bed, every day, whether it is filled or not.

- In that way, the operator knows exactly what their costs will be. The county also knows what our fiscal risk is.

Attachment: Colusa ARF_ [Revision 2] (6541 : Approve Adult Residential Facility Project)

Colusa County Behavioral Health Services

May 11, 2021

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PROJECTED CYPRUS HOUSE FISCAL STATS:

$210. a day for one bed.

$1,260. a day for all six beds

$ 6,300 a month for one bed

$37,800 a month for six beds

$75,600 a year for one bed

$453,600 Annually for six beds

Attachment: Colusa ARF_ [Revision 2] (6541 : Approve Adult Residential Facility Project)

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Colusa County Behavioral Health Services

May 11, 2021

- The annual estimated $453,000 cost to operate would come from the following sources of funding:

1. Residents will have Supplemental Social Security (SSI) and the largest portion, over $900. a month, is specifically dedicated to the residential fee. This will generate about $50,000 annually.
2. The cost savings/redirect in bringing 3 county residents home will be approximately $200,000 annually.
3. BH staff will be able to provide Medicaid case management, rehabilitation and medication monitoring services for $25,000 that they are not currently providing .
4. The remaining $178,000 will come from the annual MHSA CSS allocation of close to 1.5 million a year. Instead of accumulating this revenue, the county will use it for services for those who need it the most.

Attachment: Colusa ARF_ [Revision 2] (6541 : Approve Adult Residential Facility Project)

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Colusa County Behavioral Health Services May 11, 2021

- There is some urgency to the project as BH has about 2 million dollars that must be spent in the coming year or it will be subject to reversion according to MHSA regulations.
- As the Board knows, one million has been committed to NPLH and the local Housing Authority. This project will address the other half of the surplus revenue.
- This is a fortunate circumstance as it is not often that a county has the opportunity to develop local capacity.
- Trinity County is one third smaller in population than Colusa, and we are told by their operator that their six bed ARF has had a full census for many months running.

Attachment: Colusa ARF_ [Revision 2] (6541 : Approve Adult Residential Facility Project)

Colusa County Behavioral Health Services

May 11, 2021

- BH would like to establish a new maintenance account with the Auditor with any money left over from buying, upgrading and furnishing the house. BH will also make a commitment that each year BH would add $10,000 of CSS dollars into the fund to keep it healthy.

- This commitment of maintenance funds is what can allow the local governing body to feel comfortable about purchasing a home that the county may not have the resources to adequately maintain otherwise.

- The fund will be helpful when unexpected situations arise. Examples are: new roof; new septic system; kitchen remodel; or exterior painting etc.

Attachment: Colusa ARF_ [Revision 2] (6541 : Approve Adult Residential Facility Project)

Colusa County Behavioral Health Services
May 11, 2021

ADVANTAGES TO A LOCAL BOARD AND CARE FACILITY:

* CREATES SEVEN FULL TIME JOBS IN Colusa County
* AVOIDS CONTRACTS WITH AN OUT OF COUNTY FACILITY
* AVOIDS TRANSPORTATION COSTS TO VISIT CLIENTS
* GENERATES POTENTIAL FOR LOCAL MEDI-CAL BILLING
* ALLOWS FOR LOCAL FAMILY SUPPORT AND INVOLVEMENT
* ENCOURAGES RESIDENTS TO ATTEND AND BECOME INVOLVED IN THE LOCAL WELLNESS CENTER.
* RESIDENTS CAN SEE THE LOCAL BEHAVIORAL HEALTH DOCTOR AND THE CASE MANAGER.

Attachment: Colusa ARF_ [Revision 2] (6541 : Approve Adult Residential Facility Project)

Colusa County Behavioral Health Services
May 11, 2021

So, where does this road lead Colusa?

Attachment: Colusa ARF_ [Revision 2] (6541 : Approve Adult Residential Facility Project)

Colusa County Behavioral Health Services

May 11, 2021

Timeline and steps to opening day:

- Purchase home by 9/2021
- Upgrade via RFP County process 11/21
- RFP posted to operate the Home 3/22
- Selection of provider to operate home
- Contract for provider to the Board 6/22
- Furnishings fully purchased by 6/22
- Maintenance fund established
- Provider is licensed and hires staff 9/22
- First residents arrive in October of 2022

Attachment: Colusa ARF_ [Revision 2] (6541 : Approve Adult Residential Facility Project)

Colusa County Behavioral Health Services
May 11, 2021

Cyprus House

To Be Located somewhere In Colusa County

Attachment: Colusa ARF_ [Revision 2] (6541 : Approve Adult Residential Facility Project)

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Attachment: Colusa ARF_ [Revision 2] (6541 : Approve Adult Residential Facility Project)

COUNTY OF COLUSA, CA **4.2**

Request For County Board of Supervisors Action

MEETING DATE:	**May 11, 2021**
DEPARTMENT:	**Behavioral Health**
FROM:	**Debbie Hickel**
SUBJECT:	**Adopt Proclamation Proclaiming May is Mental Health Matters Month**

Adopt Proclamation Proclaiming May as Mental Health Matters Month.

Detailed Description/Background of request

Behavioral Health is requesting that the Board of Supervisors adopt a proclamation proclaiming May is Mental Health Matters Month.

Every day, millions of people face stigma related to mental illness, causing many to face their mental health challenges for years without help. Each May, Mental Health Matters Month provides the opportunity for everyone to come together to illuminate mental health awareness in an effort to stop the stigma. Bringing forth this awareness is crucial to helping people reach out for the assistance they deserve.

To stand in solidarity with cities and counties across California to stop the stigma surrounding mental health, we are contacting you to request that Colusa County adopt the following resolution to recognize May 2021 as Mental Health Matters Month in our community. By officially recognizing May as Mental Health Matters Month, we believe we can help unite our community members and Californians throughout the state with a shared vision of improved mental health and equality, particularly as our country continues to grapple with the impacts of the COVID-19 Pandemic it is important to recognize and bring awareness to individual's mental health needs.

This is a time to amplify the voices of all people who want to put an end to the stigma and create a community where everyone feels comfortable reaching out for help. We believe taking this step to declare Mental Health Matters Month in our community will show that Colusa County is an ally and supportive leader in these efforts.

We hope you will join us in raising awareness and putting an end to the stigma.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Please place this as a numbered item. Please obtain signature and forward to Debbie Hickel at Behavioral Health.

ATTACHMENTS:

- Proclamation_May is Mental Health Matters Month_2021 (DOCX)

PROCLAMATION OF THE COLUSA COUNTY BOARD OF SUPERVISORS PROCLAIMING

May is Mental Health Matters Month

WHEREAS, half of the population will experience some type of mental health challenge over the course of a lifetime;

WHEREAS, mental health challenges are one of the most common health conditions in California, affecting one out of six adults and impacting[i] both the person experiencing mental health challenges and those persons who care and love the person facing the challenge;

WHEREAS, one out of every twenty-four Californian's with a serious mental illness have difficulty functioning in everyday life and if left untreated, have life expectancies 25 years shorter than the general population;[ii]

WHEREAS, every day, millions of people face stigma related to mental health and may feel isolated and alone, going years before receiving any help;

WHEREAS, recovery can and does happen, and all Californians should know that support and help is available regardless of any individual's situation;

WHEREAS, creating a community where everyone feels comfortable reaching out for the support they deserve is crucial to ending the stigma around mental health;

WHEREAS, access to support and ending the stigma is of paramount importance; and

WHEREAS, the Board of Supervisors of Colusa County wishes to enhance public awareness of mental health.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of Supervisors hereby recognizes May 2021 as Mental Health Matters Month in Colusa County to enhance public awareness of mental health to help end the stigma.

PASSED AND ADOPTED this 11th day of May, 2021.

_____

Gary J. Evans, Board Chair

Attachment: Proclamation_May is Mental Health Matters Month_2021 [Revision 1] (6542 : Adopt Proclamation)

COUNTY OF COLUSA, CA

5.1

Request For County Board of Supervisors Action

MEETING DATE: **May 11, 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.

COUNTY OF COLUSA, CA

6.1

Request For County Board of Supervisors Action

MEETING DATE: **May 11, 2021**

DEPARTMENT: **Treasurer**

FROM: **Cindy Dillard**

SUBJECT: **Resolution Approving the Sale of Tax Defaulted Properties**

Adopt a Resolution Approving The Sale Of Tax Defaulted Properties Subject To The Power Of Sale.

Detailed Description/Background of request
Secured real property becomes subject to the Tax Collector's power to sell five years from the date declared as tax defaulted. The purpose of offering tax-defaulted at a sale is to collect the delinquent taxes and return the property to a revenue generating status by conveying the property to another owner.

Pursuant to Section 3698 of the Revenue and Taxation Code, it is the intention of the Treasurer-Tax collector to sell at public auction, via internet sale, the tax-defaulted properties described in the attached Resolution. The subject properties will be offered for a minimum bid, which covers the delinquency amount owed to the County with the exception of the re-offered parcels.

Prior Board Action
The Board has previously adopted resolutions approving the sale of tax defaulted properties.

Fiscal Impact/Funding Source
A sale of the tax-defaulted properties will allow the County to recoup uncollected taxes on delinquent properties and allow properties to once again generate tax revenue. The amount identified on the Resolution is sufficient to pay the delinquent taxes, assessments and fees for each property listed.

Action for the Clerk
Please obtain signatures and provide copies to the Treasurer-Tax Collector, the Auditor and the Assessor.

ATTACHMENTS:

- Updated Resolution (TXT)
- 2021 Resolution Tax Sale (DOCX)

Updated Resolution attached 05.03.21 (removed two properties from sale)

Attachment: Updated Resolution (6331 : Sale of Tax Defaulted Properties)

RESOLUTION NO. _____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING THE SALE OF TAX DEFAULTED PROPERTIES SUBJECT TO THE POWER OF SALE

WHEREAS, pursuant to Chapter 7 of Part 6 of Division1 of the California Revenue and Taxation Code; the parcels listed below are tax defaulted and subject to the power of sale; and

WHEREAS, in recognition of the tax defaulted properties subject to the power of sale under Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code hereby adopts the resolution to sell the properties subject to the power of sale via Internet Auction from August 3rd- 5th, 2021. Services to be provided by Bid 4 Assets.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Colusa hereby adopts the resolution to sell the properties subject to the power of sale for the stated minimum price as listed below: and

BE IT FURTHER RESOLVED, the properties subject to power of sale will be offered on Bid 4 Assets online venue from August 3rd - 5th, 2021 for the stated minimum price as listed below. In the event that at the end of the auction any parcels remaining unsold after the initial offering, the Board of Supervisors hereby authorizes those parcels to be re-offered at a new sale within 90 days of the original sale date at a reduced minimum price, pursuant to Revenue and Taxation Code section 3698.5, 3692 (e).

	Assessor's Parcel	Default Date	Minimum Bid
1	001-203-008-000	06.30.2013	$ 7,481.65
2	001-294-005-000	06.30.2013	13,304.81
3	005-064-002-000	06.30.2012	6,033.74
4	005-064-003-000	06.30.2012	1,196.49
5	005-064-004-000	06.30.2012	2,628.03
6	005-064-009-000	06.30.2012	1,519.98
7	005-172-005-000	06.30.2013	3,831.92
8	005-370-042-000	06.30.2014	1,789.23
9	010-040-011-000	06.30.2015	761.21
10	010-050-079-000	06.30.2004	10,182.43
11	010-280-050-000	06.30.2012	2,479.39
12	010-280-072-000	06.30.2014	10,859.06
13	012-021-003-000	06.30.2011	6,002.64
14	012-024-004-000	06.30.2015	1,936.13
15	013-035-007-000	06.30.2007	24,821.69

Attachment: 2021 Resolution Tax Sale (6331 : Sale of Tax Defaulted Properties)

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING THE SALE OF TAX DEFAULTED PROPERTIES SUBJECT TO THE POWER OF SALE

16	015-070-003-000	06.30.2010	16,361.51
17	015-070-132-000	06.30.2014	19,161.81
18	015-143-015-000	06.30.2014	4,512.99
19	015-144-004-000	06.30.2008	10,324.70
20	015-200-072-000	06.30.2008	7,088.01
21	020-171-001-000	06.30.2013	16,042.86
22	020-171-001-001	06.30.2014	16,043.86
23	020-171-001-002	06.30.2015	16,044.86
24	020-171-001-003	06.30.2016	16,045.86
25	030-060-015-000	06.30.2012	9,891.89
26	030-060-016-000	06.30.2012	1,055.94
27	030-070-004-000	06.30.2012	2,142.54
28	030-070-024-000	06.30.2014	794.13
29	030-070-028-000	06.30.2007	4,488.99
30	030-070-032-000	06.30.2009	946.22
31	030-070-034-000	03.30.2009	1,802.43
32	030-070-035-000	06.30.2009	3,909.23
33	030-080-006-000	06.30.2014	794.13
34	030-080-007-000	06.30.2008	4,247.72
35	030-080-044-000	06.30.2014	794.13
36	030-090-003-000	06.30.2015	2,817.24
37	030-090-024-000	06.30.2014	794.13
38	030-090-033-000	06.30.2009	1,508.29
39	030-090-035-000	06.30.2014	1,803.97
40	030-100-004-000	06.30.2010	1,388.06
41	030-100-007-000	06.30.2014	794.13
42	030-110-002-000	06.30.2012	2,861.55
43	030-110-010-000	06.30.2008	6,885.53
44	030-120-013-000	06.30.2000	1,189.82
45	030-120-022-000	06.30.2009	2,037.59
46	030-120-023-000	06.30.2014	794.13

Attachment: 2021 Resolution Tax Sale (6331 : Sale of Tax Defaulted Properties)

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING THE SALE OF TAX DEFAULTED PROPERTIES SUBJECT TO THE POWER OF SALE

47	030-120-027-000	06.30.2014	794.13
48	030-120-031-000	06.30.2014	794.13
49	030-120-040-000	06.30.2009	1,508.29
50	030-130-002-000	06.30.2014	794.13
51	030-130-005-000	06.30.2009	3,947.28
52	030-140-018-000	06.30.2009	1,410.59
53	030-170-005-000	06.30.2014	794.13
54	030-170-025-000	06.30.2014	794.13
55	030-170-033-000	06.30.2014	1,434.19
56	030-180-003-000	06.30.2014	794.13
57	030-190-001-000	06.30.2014	794.13
58	030-190-017-000	06.30.2014	794.13
59	030-200-006-000	06.30.2009	1,411.52
60	030-230-005-000	06.30.2014	794.13
61	030-240-003-000	06.30.2009	1,959.76
62	030-250-001-000	06.30.2014	794.13
63	030-250-005-000	06.30.2010	1,861.87
64	030-250-012-000	06.30.2014	794.13
65	030-250-026-000	06.30.2012	905.83
66	030-260-007-000	06.30.2010	4,810.08
67	030-270-014-000	06.30.2008	1,763.71
68	030-270-016-000	06.30.2014	794.13
69	030-300-007-000	06.30.2014	794.13
70	030-300-009-000	06.30.2009	1,666.92
71	030-300-016-000	06.30.2012	1,380.84
72	030-300-020-000	06.30.2009	2,251.64
73	030-300-021-000	06.30.2014	794.13
74	030-310-002-000	06.30.2009	1,941.84
75	030-320-015-000	06.30.2009	3,552.45
76	030-320-017-000	06.30.2015	749.79
77	030-320-022-000	06.30.2014	794.13

Attachment: 2021 Resolution Tax Sale (6331 : Sale of Tax Defaulted Properties)

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING THE SALE OF TAX DEFAULTED PROPERTIES SUBJECT TO THE POWER OF SALE

78	030-320-031-000	06.30.2012	3,015.24
79	030-330-001-000	06.30.2014	794.13
80	030-330-008-000	06.30.2009	2,033.18
81	030-330-033-000	06.30.2014	794.13
82	030-340-004-000	06.30.2009	1,271.01
83	030-340-006-000	06.30.2009	1,676.86
84	030-340-007-000	06.30.2009	3,630.72
85	030-360-010-000	06.30.2014	794.13
86	030-360-012-000	06.30.2009	1,444.52
87	030-360-019-000	06.30.2014	794.13
88	030-370-001-000	06.30.2009	2,958.76
89	030-370-005-000	06.30.2014	794.13
90	030-370-033-000	06.30.2009	3,464.83
91	030-380-020-000	06.30.2008	1,572.85
92	030-380-023-000	06.30.2013	843.89
93	030-380-026-000	06.30.2012	951.88
94	030-380-030-000	06.30.2014	794.13
95	030-390-004-000	06.30.2014	794.13
96	030-390-007-000	06.30.2009	2,076.69
97	030-390-009-000	06.30.2010	1,347.75
98	030-390-014-000	06.30.2009	1,616.40
99	030-390-029-000	06.30.2009	1,573.16
100	030-400-008-000	06.30.2014	794.13
101	030-400-012-000	06.30.2010	4,004.16
102	030-400-015-000	06.30.2013	3,610.55
103	030-400-023-000	06.30.2014	794.13
104	030-410-012-000	06.30.2008	1,555.12
105	030-410-013-000	06.30.2008	1,587.60
106	030-410-019-000	06.30.2008	2,448.01
107	030-410-022-000	06.30.2009	1,814.23
108	030-420-008-000	06.30.2014	794.13

Attachment: 2021 Resolution Tax Sale (6331 : Sale of Tax Defaulted Properties)

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING THE SALE OF TAX DEFAULTED PROPERTIES SUBJECT TO THE POWER OF SALE

109	030-420-028-000	06.30.2014	794.13
110	030-420-032-000	06.30.2009	1,320.22
111	030-430-001-000	06.30.2014	794.13
112	030-430-002-000	06.30.2010	3,211.23
113	030-440-018-000	06.30.2009	1,570.73
114	030-440-026-000	06.30.2009	1,569.90
115	030-460-002-000	06.30.2014	1,386.89
116	030-460-006-000	06.30.2014	794.13
117	030-460-009-000	06.30.2014	794.13
118	030-490-013-000	06.30.2013	15,381.46
119	030-490-020-000	06.30.2014	794.13
120	030-500-005-000	06.30.2009	1,536.39
121	030-500-008-000	06.30.2014	794.13
122	030-510-006-000	06.30.2008	1,684.34

PASSED AND ADOPTED this _____ day of _____, ____ by the following vote:

AYES:

NOES:

ABSENT:

_____
Gary Evans, Board Chair

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By _____, Deputy

APPROVED AS TO FORM:

_____
County Counsel

Attachment: 2021 Resolution Tax Sale (6331 : Sale of Tax Defaulted Properties)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: May 11, 2021

DEPARTMENT: Community Development

FROM: Ann Nordyke

SUBJECT: Sealed Proposals and Contract to Sell Water

Consider any proposal and approve a contract for the temporary sale and transfer of County's contract Central Valley Project water.

Detailed Description/Background of request

At the Board's March 30, 2021 meeting, it adopted a resolution of intent for the temporary sale and transfer of the County's contracted Central Valley Project water. The County subsequently provided the applicable public notice that it would receive sealed proposals meeting certain minimum requirements for consideration at the Board's April 27, 2021 meeting. At the April 27, 2021 Board meeting, no bids (either written or verbal) were received. Attached is a copy of the Board report from the meeting.

Staff had anticipated that one bid from one of the eight eligible water districts would have submitted a bid for consideration at the Board's April 27th meeting. Unfortunately, there was a misunderstanding as to the bid closing date which resulted in the lack of submittal. Because no bids were submitted, the Board is now able to accept a subsequent late bid. One bid has been submitted which will be presented for the Board's consideration.

Prior Board Action

On March 30, 2021 the Board adopted resolution 21-013, noticing its intent for the temporary sale and transfer of a portion of the County's contract Central Valley Project Water. This matter was heard on April 27th and continued to May 11th.

Fiscal Impact/Funding Source

Potential revenue from water sales of $12,650 (gross).

Action for the Clerk

Obtain any necessary signatures and provide executed copies of contract to parties as applicable.

ATTACHMENTS:

- DRAFT CVW Transfer and Sales Contract (DOCX)
- Resolution Declaring Sale/Transfer County's Central Valley Project Water (PDF)
- Published Public Hearing Notice (PDF)
- Board Agenda Packet of April 27, 2021 (PDF)

COUNTY OF COLUSA
SHORT-TERM WATER TRANSFER
SALE AND PURCHASE AGREEMENT

This Short-Term Water Transfer Sale and Purchase Agreement ("Agreement)" is made this ____ day of _____, 2021 by and between (1) the County of Colusa (County), a political subdivision of the State of California and (2) _____ (Buyer), a _____.

RECITALS

A. County has contractual rights to divert federal Central Valley Project ("CVP") water from the Sacramento River pursuant to its water service Contract No. 14-06-200-8310A-LRRI with the United States Bureau of Reclamation ("USBR").

B. Buyer desires to purchase a temporary supply of water from County in 2021.

C. County is willing to sell and transfer to Buyer up to 46 acre-feet (af) of Central Valley Project water.

AGREEMENT

Now, therefore, County and Buyer mutually agree as follows:

1. Amount of Water. County agrees to sell and transfer to Buyer, and Buyer agrees to purchase from County, 46 af of CVP Project water during 2021 (hereinafter "Transfer Water").

2. Delivery Point. The point of delivery of the Transfer Water shall be the Red Bluff Pumping Plant on the Sacramento River.

3. Delivery Schedule. Delivery of Transfer Water under this Agreement shall take place between July 1, 2021 and October 31, 2021.

4. Payment Terms. Buyer shall pay County $_____ for each af and a total of $_____for the 46 af purchased within 30 days after Buyer takes delivery of water under this Agreement.

5. Changes to Contract Allocations. The transfer and sale of the County's Project Water is contingent on the assumption that the North of the Delta, Agricultural Water Service Contractors' allocations from USBR stays at five percent (5%). Should the allocation be increased or decreased, the County and Buyer may negotiate different minimum terms than those terms described in this Agreement, subject to the Board's final approval.

Attachment: DRAFT CVW Transfer and Sales Contract (6571 : Receive Bids to Sell Water)

6. Post-Delivery Costs. Buyer shall bear all conveyance losses and all costs of conveyance and use of Transfer Water once Transfer Water is delivered to the Red Bluff Pumping Plant.

7. Condition Precedent. The obligations of the parties under this Agreement shall be conditioned on approval of the transfer by USBR.

8. Regulatory Approvals. County and Buyer agree to cooperate in good faith to secure any required approvals from USBR or other local, state and federal agencies, if any, having regulatory jurisdiction or operational responsibility over water or water conveyance facilities. Buyer will bear all costs and expenses in connection with all efforts to obtain approvals relating to the water transfer by local, state or federal agencies.

9. Environmental Review. County and Buyer recognize that there may be a need for compliance with environmental laws before the water transfer contemplated in this Agreement can be implemented. County and Buyer agree to work together cooperatively and in good faith to complete all required environmental review related to the transfer to the extent needed.

10. Authorizations. All individuals executing this Agreement on behalf of the respective parties certify and warrant that they have the capacity and have been duly authorized to so execute the Agreement on behalf of the entity so indicated. Each signatory shall also indemnify the other parties to this Agreement, and hold them harmless, from any and all damages, costs, attorneys' fees, and other expenses, if the signatory is not so authorized.

11. Notices and Contacts. All notices and contacts relating to this Agreement shall be given as follows:

To: Wendy Tyler, County Administrative Officer
County of Colusa
547 Market Street, Room 102
Colusa, CA 95932

With copy to: Greg Plucker, Community Development Director
County of Colusa
220 12th Street
Colusa, CA 95932

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Attachment: DRAFT CVW Transfer and Sales Contract (6571 : Receive Bids to Sell Water)

To: _____
_____
_____
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With copy to: _____
_____
_____
_____

12. Governing Law. This Agreement will be governed by the laws of the State of California.

13. Successors and Assigns. The terms and provisions of this Agreement shall bind and inure to the benefit of the successors and assigns of the respective parties hereto.

14. Entire Agreement; Amendments. This instrument constitutes the entire agreement of the parties regarding the subject matter of this Agreement. Amendments to this Agreement shall be effective only if in writing executed by both parties.

15. Assignments. Neither party may assign any part of this Agreement without the prior written consent of the other party.

16. Counterparts; Facsimile Execution. The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto except for having an additional signature page executed by any other party. Each party agrees that each other party may rely upon the facsimile signature of any party to this Agreement as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement as fully as if this Agreement contained the original ink signature of the party supplying a facsimile signature.

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Attachment: DRAFT CVW Transfer and Sales Contract (6571 : Receive Bids to Sell Water)

IN WITNESS WHEREOF, the parties execute this agreement as follows:

COUNTY OF COLUSA	_____
_____	_____
By: Gary Evans, Chair Colusa Board of Supervisors	By: _____, _____
Date: _____	Date: _____
ATTEST:	ATTEST:
By: _____ Clerk to the Board of Supervisors	By: _____ _____

APPROVED AS TO FORM

_____
David Prentice, Interim County Counsel

Attachment: DRAFT CVW Transfer and Sales Contract (6571 : Receive Bids to Sell Water)

RESOLUTION NO. 21-013

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS DECLARING THE INTENT FOR THE TEMPORARY SALE AND TRANSFER OF A PORTION OF THE COUNTY'S CONTRACT CENTRAL VALLEY PROJECT WATER

WHEREAS, In 2005 the County entered into a long-term renewal contract with the United States Department of the Interior, Bureau of Reclamation (Reclamation) for water from the Central Valley Water Project (Contract);

WHEREAS, under the terms of the Contract the County has contract rights to 914 acre-feet of water from the Central Valley Water Project (Project Water);

WHEREAS, Reclamation has reduced the agricultural water service contractors north-of-Delta to five (5) percent (%) of their contract supply resulting in the County's allocation of Project Water to 46 acre feet for the 2021 Contract water year;

WHEREAS, the County is required to make "reasonable and beneficial use" of water furnished under the Contract;

WHEREAS, the County's right to receive Project Water may be sold, transferred, or exchanged to others, for reasonable and beneficial uses, under certain conditions; and

WHEREAS, the County wants to make reasonable and beneficial use of its Project Water allocation through the temporary sale and transfer of one (1) limited lot of its Project Water, under specific terms and conditions, conveyed through the Tehama-Colusa canal, to one separate water district who qualifies as a "Member Unit" in the County's "Service Area" as defined in the Contract.

NOW THEREFORE, BE IT RESOLVED that the County intends to sell one (1) lot of 46 acre-feet of its Project Water allocation under the 2021 Contract water year, under the following minimum terms and conditions:

1. The County's Project Water will only be sold and transferred to a California Water District and a "member unit" as that term is defined in the County's Irrigation and M&I Contract No. 14-06-200-8310A-LTRI with the United States Department of Interior, Bureau of Reclamation.

2. Only one (1) lot of the County's Project Water allocation will be sold for forty-six (46) acre-feet.

3. The transfer and sale of the County's Project Water will be contingent on the assumption that the North of the Delta, Agricultural Water Service Contractors' allocations from Reclamation stays at five percent (5%). Should the allocation be increased or decreased, the County and any party it contracts with for the sale of Project Water, may negotiate different minimum terms than those terms described in this Resolution, subject to the Board's final approval.

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Attachment: Resolution Declaring Sale/Transfer County's Central Valley Project Water (6571 : Receive Bids to Sell Water)

4. The minimum price to be paid to the County per acre-foot of water shall be two-hundred and seventy-five dollars ($275.00) with all Reclamation costs and fees paid by the County.

5. Any sale and water transfer shall be made in accordance with the County's Irrigation and M&I Contract No. 14-06-200-8310A-LTRI with Reclamation which provides for the transfer of water within the same geographical area under Reclamation's previously prepared environmental documentation analyzing such transfers.

6. Any water transfer made in accordance with the Resolution of Intent shall be conveyed through the Tehama-Colusa Canal.

7. All water sales and transfers made pursuant to this Resolution shall be made through a written agreement approved by the Board of Supervisors.

BE IT FURTHER RESOLVED that the Board will open sealed proposals for the purchase of Project Water under this resolution at a scheduled regular meeting of the Board on April 27, 2021. In addition to the received proposals, the Board will consider any oral bids from responsible bidders who can provide a written declaration under penalty of perjury that they comply with the County's Project Water sale terms and conditions mandated in this declaration and would immediately, following the hearing, execute an agreement with the County for the temporary purchase and transfer of County Project Water.

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 Evans, Board Chair

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

By _____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Marcos Kropf, County Counsel

Attachment: Resolution Declaring Sale/Transfer County's Central Valley Project Water (6571 : Receive Bids to Sell Water)

LEGAL NOTICE

COUNTY OF COLUSA

NOTICE OF ADOPTION BY THE COLUSA COUNTY BOARD OF SUPERVISORS OF A RESOLUTION OF INTENT TO TEMPORARILY SELL AND TRANSFER CENTRAL VALLEY WATER PROJECT RIGHTS FOR THE 2021 CONTRACT WATER YEAR

NOTICE IS HEREBY GIVEN THAT on March 30, 2021, the Board of Supervisors adopted Resolution No. 21-013 declaring its intent to temporarily sell and transfer a portion of the County's contract Central Valley Project water. Sealed proposals for the purchase of the water referenced in the Resolution under the required minimum terms stated in the Resolution will be opened by the Board for consideration at is regularly scheduled meeting on April 27, 2021 in the Board's Chamber at 546 Jay Street, Suite 108, Colusa California. Sealed proposals may be delivered to the Clerk of the Board, by mail or in person at 547 Market Street, Ste. 102, Colusa, CA, up to the close of business on April 23, 2021. Proposals that do not demonstrate on their face sufficient information showing compliance with the minimum terms of sale required by the Resolution will be rejected as non-responsive. Additionally, the Board will accept oral bids at the meeting from responsible bidders meeting all the minimum requirements mandated by the Resolution.

A copy of the Resolution with its requirements is posted at:

Colusa County Historical Courthouse, 547 Market Street, Colusa, CA 95932

City of Colusa, 425 Webster Street, Colusa, CA, 95932

City of Williams, 810 E Street, Williams CA, 95987

The Resolution and supporting documentation may be obtained by email from the Clerk of the Board at: boardclerk@countyofcolusa.com, or by calling 530-458-0508 and requesting a printed copy be mailed to you or to schedule a pickup time.

Dated: March 30, 2021

/s/ Patricia Rodriguez, Deputy

04/01, 04/08, 04/15/2021 - WPR #2021-0455

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: April 27, 2021

DEPARTMENT: Community Development

FROM: Greg Plucker

SUBJECT: Sealed Proposals and Contract to Sell Water

Consider sealed proposals and possible oral bids and approve contract(s) for the temporary sale and transfer of County's contract Central Valley Project water.

Detailed Description/Background of request

At the Board's March 30, 2021 meeting it adopted a resolution of intent for the temporary sale and transfer of a portion of the County's contract Central Valley Project water. To that end, the County provided the applicable public notice that it would receive sealed proposals meeting certain minimum requirements for consideration at its April 27, 2021 meeting.

This agenda item is for consideration of those proposals and the receipt if any of any oral bids which would be required to exceed any responsive sealed proposals by at least 5% and meet all other bidding requirements. Those requirements are as follows:

1. The water will only be sold and transferred to a California Water District and a "member unit" as that term is defined in the County's Irrigation and M&I Contract No. 14-06-200-8310A-LTRI with the United States Department of Interior, Bureau of Reclamation. Those Member Units are as follows:

    a. Colusa County Water District;
    b. Glenn Valley Water District;
    c. 4-M Water District;
    d. Cortina Water District;
    e. Holthouse Water District;
    f. La Grande Water District
    g. Myers-Marsh Mutual Water Company; and
    h. Westside Water District.

2. Only 1 lot of water will be sold totaling 46 acre-feet.

3. The transfer and sale will be contingent on the assumption that the North of the Delta, Agricultural Water Service Contractors' allocation from Reclamation stays at 5%. Should the allocation be increased or decreased, the County staff and the

Attachment: Board Agenda Packet of April 27, 2021 (6571 : Receive Bids to Sell Water)

buyer may negotiate different minimum terms, subject to the Board's final approval.

4. The minimum price to be paid to the County per acre-foot of water will be $275.00. The County will pay for the Reclamation costs and fees, estimated to range from $80 to $85 per acre-foot.

5. The sale will be made in accordance with the County's Irrigation and M&I Contract No. 14-06-200-8310A-LTRI.

6. Water that is sold will be required to be conveyed through the Tehama-Colusa Canal.

7. All water sales shall be made through a written agreement approved by the Board.

The form of the required written agreement is attached to this agenda item.

Following consideration of any sealed proposals and any qualifying oral bids, the Board may reject all bids or approve a contract for the temporary sale or transfer of water in one lot of 46 acre-feet. All sales and transfers are subject to approval by the United States Department of the Interior, Bureau of Reclamation.

Prior Board Action

On March 30, 2021 the Board adopted resolution 21-013, noticing its intent for the temporary sale and transfer of a portion of the County's contract Central Valley Project Water.

Fiscal Impact/Funding Source

Potential revenue from water sales of $12,650 (gross).

Action for the Clerk

Obtain any necessary signatures and provide executed copies of contract to parties as applicable.

ATTACHMENTS:

- DRAFT CVW Transfer and Sales Contract (DOCX)
- Resolution Declaring Sale/Transfer County's Central Valley Project Water (PDF)
- Published Public Hearing Notice (PDF)

Attachment: Board Agenda Packet of April 27, 2021 (6571 : Receive Bids to Sell Water)

COUNTY OF COLUSA
SHORT-TERM WATER TRANSFER
SALE AND PURCHASE AGREEMENT

This Short-Term Water Transfer Sale and Purchase Agreement ("Agreement)" is made this ____ day of _____, 2021 by and between (1) the County of Colusa (County), a political subdivision of the State of California and (2) _____ (Buyer), a _____.

RECITALS

A. County has contractual rights to divert federal Central Valley Project ("CVP") water from the Sacramento River pursuant to its water service Contract No. 14-06-200-8310A-LRRI with the United States Bureau of Reclamation ("USBR").

B. Buyer desires to purchase a temporary supply of water from County in 2021.

C. County is willing to sell and transfer to Buyer up to 46 acre-feet (af) of Central Valley Project water.

AGREEMENT

Now, therefore, County and Buyer mutually agree as follows:

1. Amount of Water. County agrees to sell and transfer to Buyer, and Buyer agrees to purchase from County, 46 af of CVP Project water during 2021 (hereinafter "Transfer Water").

2. Delivery Point. The point of delivery of the Transfer Water shall be the Red Bluff Pumping Plant on the Sacramento River.

3. Delivery Schedule. Delivery of Transfer Water under this Agreement shall take place between July 1, 2021 and October 31, 2021.

4. Payment Terms. Buyer shall pay County $_____ for each af and a total of $_____for the 46 af purchased within 30 days after Buyer takes delivery of water under this Agreement.

5. Changes to Contract Allocations. The transfer and sale of the County's Project Water is contingent on the assumption that the North of the Delta, Agricultural Water Service Contractors' allocations from USBR stays at five percent (5%). Should the allocation be increased or decreased, the County and Buyer may negotiate different minimum terms than those terms described in this Agreement, subject to the Board's final approval.

Attachment: Board Agenda Packet of April 27, 2021 (6571 : Receive Bids to Sell Water)

6. Post-Delivery Costs. Buyer shall bear all conveyance losses and all costs of conveyance and use of Transfer Water once Transfer Water is delivered to the Red Bluff Pumping Plant.

7. Condition Precedent. The obligations of the parties under this Agreement shall be conditioned on approval of the transfer by USBR.

8. Regulatory Approvals. County and Buyer agree to cooperate in good faith to secure any required approvals from USBR or other local, state and federal agencies, if any, having regulatory jurisdiction or operational responsibility over water or water conveyance facilities. Buyer will bear all costs and expenses in connection with all efforts to obtain approvals relating to the water transfer by local, state or federal agencies.

9. Environmental Review. County and Buyer recognize that there may be a need for compliance with environmental laws before the water transfer contemplated in this Agreement can be implemented. County and Buyer agree to work together cooperatively and in good faith to complete all required environmental review related to the transfer to the extent needed.

10. Authorizations. All individuals executing this Agreement on behalf of the respective parties certify and warrant that they have the capacity and have been duly authorized to so execute the Agreement on behalf of the entity so indicated. Each signatory shall also indemnify the other parties to this Agreement, and hold them harmless, from any and all damages, costs, attorneys' fees, and other expenses, if the signatory is not so authorized.

11. Notices and Contacts. All notices and contacts relating to this Agreement shall be given as follows:

To: Wendy Tyler, County Administrative Officer
County of Colusa
547 Market Street, Room 102
Colusa, CA 95932

With copy to: Greg Plucker, Community Development Director
County of Colusa
220 12th Street
Colusa, CA 95932

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Attachment: Board Agenda Packet of April 27, 2021 (6571 : Receive Bids to Sell Water)

To: _____
_____
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With copy to: _____
_____
_____
_____

12. Governing Law. This Agreement will be governed by the laws of the State of California.

13. Successors and Assigns. The terms and provisions of this Agreement shall bind and inure to the benefit of the successors and assigns of the respective parties hereto.

14. Entire Agreement; Amendments. This instrument constitutes the entire agreement of the parties regarding the subject matter of this Agreement. Amendments to this Agreement shall be effective only if in writing executed by both parties.

15. Assignments. Neither party may assign any part of this Agreement without the prior written consent of the other party.

16. Counterparts; Facsimile Execution. The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto except for having an additional signature page executed by any other party. Each party agrees that each other party may rely upon the facsimile signature of any party to this Agreement as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement as fully as if this Agreement contained the original ink signature of the party supplying a facsimile signature.

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Attachment: Board Agenda Packet of April 27, 2021 (6571 : Receive Bids to Sell Water)

IN WITNESS WHEREOF, the parties execute this agreement as follows:

COUNTY OF COLUSA

By: Gary Evans, Chair
Colusa Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk to the Board of Supervisors

APPROVED AS TO FORM

_____
David Prentice, Interim County Counsel

_____

By: _____,
_____

Date: _____

ATTEST:

By: _____
_____

Attachment: Board Agenda Packet of April 27, 2021 (6571 : Receive Bids to Sell Water)

RESOLUTION NO. 21-013

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS DECLARING THE INTENT FOR THE TEMPORARY SALE AND TRANSFER OF A PORTION OF THE COUNTY'S CONTRACT CENTRAL VALLEY PROJECT WATER

WHEREAS, In 2005 the County entered into a long-term renewal contract with the United States Department of the Interior, Bureau of Reclamation (Reclamation) for water from the Central Valley Water Project (Contract);

WHEREAS, under the terms of the Contract the County has contract rights to 914 acre-feet of water from the Central Valley Water Project (Project Water);

WHEREAS, Reclamation has reduced the agricultural water service contractors north-of-Delta to five (5) percent (%) of their contract supply resulting in the County's allocation of Project Water to 46 acre feet for the 2021 Contract water year;

WHEREAS, the County is required to make "reasonable and beneficial use" of water furnished under the Contract;

WHEREAS, the County's right to receive Project Water may be sold, transferred, or exchanged to others, for reasonable and beneficial uses, under certain conditions; and

WHEREAS, the County wants to make reasonable and beneficial use of its Project Water allocation through the temporary sale and transfer of one (1) limited lot of its Project Water, under specific terms and conditions, conveyed through the Tehama-Colusa canal, to one separate water district who qualifies as a "Member Unit" in the County's "Service Area" as defined in the Contract.

NOW THEREFORE, BE IT RESOLVED that the County intends to sell one (1) lot of 46 acre-feet of its Project Water allocation under the 2021 Contract water year, under the following minimum terms and conditions:

1. The County's Project Water will only be sold and transferred to a California Water District and a "member unit" as that term is defined in the County's Irrigation and M&I Contract No. 14-06-200-8310A-LTRI with the United States Department of Interior, Bureau of Reclamation.

2. Only one (1) lot of the County's Project Water allocation will be sold for forty-six (46) acre-feet.

3. The transfer and sale of the County's Project Water will be contingent on the assumption that the North of the Delta, Agricultural Water Service Contractors' allocations from Reclamation stays at five percent (5%). Should the allocation be increased or decreased, the County and any party it contracts with for the sale of Project Water, may negotiate different minimum terms than those terms described in this Resolution, subject to the Board's final approval.

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Attachment: Board Agenda Packet of April 27, 2021 (6571 : Receive Bids to Sell Water)

4. The minimum price to be paid to the County per acre-foot of water shall be two-hundred and seventy-five dollars ($275.00) with all Reclamation costs and fees paid by the County.

5. Any sale and water transfer shall be made in accordance with the County's Irrigation and M&I Contract No. 14-06-200-8310A-LTRI with Reclamation which provides for the transfer of water within the same geographical area under Reclamation's previously prepared environmental documentation analyzing such transfers.

6. Any water transfer made in accordance with the Resolution of Intent shall be conveyed through the Tehama-Colusa Canal.

7. All water sales and transfers made pursuant to this Resolution shall be made through a written agreement approved by the Board of Supervisors.

BE IT FURTHER RESOLVED that the Board will open sealed proposals for the purchase of Project Water under this resolution at a scheduled regular meeting of the Board on April 27, 2021. In addition to the received proposals, the Board will consider any oral bids from responsible bidders who can provide a written declaration under penalty of perjury that they comply with the County's Project Water sale terms and conditions mandated in this declaration and would immediately, following the hearing, execute an agreement with the County for the temporary purchase and transfer of County Project Water.

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 Evans, Board Chair

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

By _____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

Marcos Kropf, County Counsel

Attachment: Board Agenda Packet of April 27, 2021 (6571 : Receive Bids to Sell Water)

LEGAL NOTICE

COUNTY OF COLUSA

NOTICE OF ADOPTION BY THE COLUSA COUNTY BOARD OF SUPERVISORS OF A RESOLUTION OF INTENT TO TEMPORARILY SELL AND TRANSFER CENTRAL VALLEY WATER PROJECT RIGHTS FOR THE 2021 CONTRACT WATER YEAR

NOTICE IS HEREBY GIVEN THAT on March 30, 2021, the Board of Supervisors adopted Resolution No. 21-013 declaring its intent to temporarily sell and transfer a portion of the County's contract Central Valley Project water. Sealed proposals for the purchase of the water referenced in the Resolution under the required minimum terms stated in the Resolution will be opened by the Board for consideration at is regularly scheduled meeting on April 27, 2021 in the Board's Chamber at 546 Jay Street, Suite 108, Colusa California. Sealed proposals may be delivered to the Clerk of the Board, by mail or in person at 547 Market Street, Ste. 102, Colusa, CA, up to the close of business on April 23, 2021. Proposals that do not demonstrate on their face sufficient information showing compliance with the minimum terms of sale required by the Resolution will be rejected as non-responsive. Additionally, the Board will accept oral bids at the meeting from responsible bidders meeting all the minimum requirements mandated by the Resolution.

A copy of the Resolution with its requirements is posted at:

Colusa County Historical Courthouse, 547 Market Street, Colusa, CA 95932

City of Colusa, 425 Webster Street, Colusa, CA, 95932

City of Williams, 810 E Street, Williams CA, 95987

The Resolution and supporting documentation may be obtained by email from the Clerk of the Board at: boardclerk@countyofcolusa.com, or by calling 530-458-0508 and requesting a printed copy be mailed to you or to schedule a pickup time.

Dated: March 30, 2021

/s/ Patricia Rodriguez, Deputy

04/01, 04/08, 04/15/2021 - WPR #2021-0455

COUNTY OF COLUSA, CA **7.2**

Request For County Board of Supervisors Action

MEETING DATE:	**May 11, 2021**
DEPARTMENT:	**Community Development Department**
FROM:	**Kent Johanns**
SUBJECT:	**Steidlmayer and Barthels Williamson Act Contract Rescission and Reentry**

Adopt a Resolution Rescinding Williamson Act Contracts 71-55 (Barthels) and 71-72 (Steidlmayer) and Reentry into new Williamson Act Contracts 21-01 (Barthels) and 21-02 (Steidlmayer) to allow the recordation of a Lot Line Adjustment.

Detailed Description/Background of request

The Barthels own some 3,110 acres of land that is under Williamson Act Contract 71-55. The Steidlmayers own some 3,234 acres of land that is under Williamson Act Contract 71-72. The Barthels and Steidlmayers are processing a lot line adjustment to transfer ownership of an existing cabin and accessory buildings (approximately 6.47± acres) from the Barthels to Steidlmayer Ranch (see attached draft Administrative Staff report LLA #20-23). Both properties are under separate Williamson Act contracts. As such, before the lot line adjustment can be approved, the Board must approve the rescission and reentry into new contracts to reflect the new boundaries of the parcels.

Government Code Section 51257 provides for a process to accommodate lot line adjustments when properties are subject to different Williamson Act contracts. The rescission of the existing contracts and reentry into new contracts to reflect the new legal boundaries can only occur following the Board's approval of a series of findings. As detailed in the attached resolution, the findings involve: maintaining the length of time of the contracts; ensuring that there is no loss of acreage and that at least 90 percent of the contracted land remains under contract; that the resultant parcels of land are large enough to sustain their agricultural uses and the long-term agricultural productivity of the parcels would not be comprised; that the removal of adjacent land from agricultural use is not likely; and that the lot line adjustment does not result in a greater number of developable parcels. The draft resolution makes the required findings.

The rescission of existing Williamson contracts and the reentry into new Williamson contracts is the mechanism required by State law to allow a lot line adjustment to alter the boundaries of property governed by different Williamson Act contracts. No new land is being added to the amount of Williamson Act contracted land in the County, land is simply being removed from one contract to another contract. The Assessor's Office has

stated that the proposed LLA would have a minimal, but positive, effect on the amount of property tax the County receives.

Board Resolution 19-046 states that the County will not accept new Williamson Act contracts nor will the County amend existing Williamson Act contracts when there is a fiscal impact to the County (attached). Resolution 19-046 amended the County's Williamson Act policies to provide for the implementation of the AB 1265 process and specified that the County would not accept new Williamson Act contracts or amendments to contracts that resulted in a negative fiscal impact to the County.

Prior Board Action

On March 1, 1971 the Board entered into contract WA #77-55

On March 1, 1971 the Board entered into contract WA #77-72

Fiscal Impact/Funding Source

There would be a very minimal, positive effect on the amount of property tax the County receives.

Action for the Clerk

ATTACHMENTS:

- Resolution Rescinding and Reentering Williams Act Contracts (WA 21-01 and WA 21-02) (DOCX)
- Williamson Act Contract (WA #21-01 Barthels) (DOC)
- Williamson Act Contract (WA #21-02 Steidlmayer) (DOC)
- Steidlemayer LLA #20-23 (PDF)
- Board Resolution 19-046 Amending Williamson Act Program (PDF)

RESOLUTION NO. _____-_____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS APPROVING THE RESCISSION OF EXISTING WILLIAMSON ACT CONTRACTS AND THE RE-ENTRY UNDER APPLICATIONS #21-01 AND #21-02

WHEREAS, the California Land Conservation Act (the "Williamson Act") was enacted on July 14, 1965, to implement State-wide farmland preservation policies intended at discouraging the unnecessary and premature conversion of farmland to other uses;

WHEREAS, Richard Paul Barthels and Jeanmarie McCullough are Trustors of property that was placed in a Williamson Act contract on April 23, 1971;

WHEREAS, Peter and Judith Ann Steidlmayer are Trustors of property that was placed in a Williamson Act contract on May 14, 1971;

WHEREAS, a Lot Line Adjustment application (LLA #20-23) was submitted to the County on October 14, 2020, that proposes to transfer approximately 6.47± acres of land between legal Williamson Act contracted parcels of the Barthels and Steidlmayer;

WHEREAS, the properties involved in LLA #20-23 are within existing duly established Williamson Act contracts and the property transfer would remove property from one existing Williamson Act contract and place that property in a different Williamson Act contract;

WHEREAS, in order for the Community Development Director to approve LLA #20-23, the Board of Supervisors would need to first make certain findings pursuant to Government Code Section 51257(a) and approve the rescission of the subject contracts and re-entry into new Williamson Act contracts;

WHEREAS, the draft Administrative Staff Report prepared for LLA #20-23 contains a detailed analysis of how said LLA application complies with Government Code Section 51257(a);

WHEREAS, the Board of Supervisors has reviewed the analysis contained in the draft Administrative Staff Report prepared for LLA #20-23 and has considered how the proposed LLA complies with Government Code Section 51257(a); and

WHEREAS, approval of the proposed project would not result in any significant adverse environmental effect and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15317, *Open Space Contracts or Easements.*

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does here by find:

(1) That the new contract(s) would initially restrict land within adjusted boundaries of legal lots for at least ten (10) years for Williamson Act contracts;

(2) That there would be no net decrease in the amount of acreage subject to the existing and proposed contracts;

(3) That at least ninety (90%) percent of the land under the existing contracts would remain under the proposed contracts;

Attachment: Resolution Rescinding and Reentering Williams Act Contracts (WA 21-01 and WA 21-02) [Revision 1] (6442 : Steidlmayer -

(4) That the resulting legal lot areas subject to the contracts would be large enough to sustain qualifying agricultural uses;

(5) That LLA #20-23 would not compromise the long-term agricultural production on the contracted land;

(6) That LLA #20-23 is not likely to result in the removal of adjacent land from agricultural uses; and

(7) That LLA #20-23 would not result in a greater number of developable parcels that existed prior to the adjustment, or an adjusted lot that is inconsistent with the General Plan.

BE IT FURTHER RESOLVED that the Board of Supervisors approves the rescission and re-entry of existing Williamson Act contracts under application WA #21-01 and WA #21-02 subject to the following conditions:

(A) The property owner must agree to rescind their existing Williamson Act contracts and simultaneously re-enter into new contracts; and

(B) In the event that the property in question is not transferred and the approval of LLA #20-23 lapses this approval shall automatically lapse and said boundaries shall be restored to the same configurations which existed prior to the adoption of this resolution without further action by the County.

BE IT FURTHER RESOLVED that the Board of Supervisors instructs staff to take the necessary steps to rescind the existing contracts and re-enter same land into new Williamson Act contracts, that the County Surveyor is hereby authorized to make any necessary technical amendments to the legal descriptions, and that the Chair of the Board of Supervisors is hereby authorized to sign said contracts on behalf of the County of Colusa.

PASSED AND ADOPTED by the Board of Supervisors, Colusa County, State of California, this ___ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSENT:

_____
Gary Evans, Board Chair

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

By _____
Melissa Kitts, Deputy

APPROVED AS TO FORM:

_____
David Prentice, Interim County Counsel

Attachment: Resolution Rescinding and Reentering Williams Act Contracts (WA 21-01 and WA 21-02) [Revision 1] (6442 : Steidlmayer -

WHEN RECORDED MAIL TO:

NAME: COLUSA COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT

Colusa County

Land Conservation (Williamson Act) Contract

Contract No. WA #21-01.

THIS CONTRACT made and entered into this 1st day of January 2022 by and between the **COUNTY OF COLUSA**, a political subdivision of the State of California, hereinafter referred to as "County" and Richard Paul Barthels, as Trustee of the Declaration of Trust dated September 25, 2014, hereinafter referred to as "Owner(s)", and:

WITNESSETH:

The purpose of this contract is to rescind the applicable existing Land Conservation Act of 1965 (Williamson Act), as amended, Contract and simultaneously reenter into a new Williamson Act Contract per the existing Contract terms as a result of the property described herein being part of a subdivision map.

WHEREAS, the County has established an agricultural preserve (Agricultural Preserve No. 1 , Resolution #71-5) in accordance with the requirements of Government Code Section 51296 which contains, within its boundaries, the property of owner; and

WHEREAS, on March 1, 1971 the subject property described in Exhibit "A" was part of a Williamson Act Contract (herein referred to "Contract") which limited the use of the property to agricultural and compatible uses and placed other requirements in accordance with said Contract; and

WHEREAS, Section 8. DIVISION OF LAND of said Contract requires that as a condition of subdividing contracted land the Owner shall enter into a new contract identical in terms to said Contract on each parcel created by said subdivision; and

WHEREAS, Pursuant to Section 51254 of the California Government Code, the County and Owner may upon their mutual agreement rescind the existing contract in order simultaneously to enter into a new contract provided that the new contract would enforceably restrict the same property for an initial term at least as long as the unexpired term of the contract being so rescinded but not less than 10 years.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. This contract is made and entered into pursuant to the Land Conservation Act of 1965, as amended, and is subject to the applicable provisions thereof.

Attachment: Williamson Act Contract (WA #21-01 Barthels) [Revision 1] (6442 : Steidlmayer - Barthels Williamson Act Contract Rescission and

2. During the term of this Contract the above-described land shall not be used for any purpose other than agricultural and compatible uses as described in Exhibit "B" attached hereto and incorporated by reference. No structures shall be erected upon said land except such structures as may be directly related to and compatible with allowed uses hereunder. Owner waives any right to a non-conforming use if such use is not listed on the Application for Land Use Contract.

3. If any action in eminent domain for the condemnation of any land described herein is hereafter filed, or any portion of the property is acquired in lieu of condemnation, the provisions of Sections 51290-51295 of the California Government Code shall apply.

4. This contract shall be effective commencing on the 1st day of January, 2022 and shall remain in effect for an initial period of ten (10) years therefrom. Each year, on the anniversary date of this Contract, one year shall be automatically added to the initial term, unless notice of non-renewal is given as provided in Section 51245 of the California Government Code.

5. Owner shall not receive any payment from County in consideration of the obligations imposed hereunder, inasmuch as the parties recognize and agree that the consideration for the execution of this Contract is the substantial public benefit to be derived therefrom and the advantage which will accrue to owner as a result of the method of calculating the assessed value of the subject land due to the restrictions placed thereon.

6. This contract may not be canceled except in the manner provided in Sections 51280 through 51285 of the Government Code of California. In the event a contract cancellation is approved, the owner shall pay a cancellation penalty equal to twenty-five (25) percent of the current fair market value of the land as if free from contractual restriction. Twelve and one-half (12-1/2) percent of said penalty shall go to the County and twelve and one-half (12-1/2) percent of said penalty shall be forwarded by the County to the State.

7. The Contract shall run with the land described herein and shall be binding upon the heirs, successors, and assigns of the parties hereto.

8. In the event the land under this contract is divided, a contract identical to the contract then covering said land shall be executed by the Owner(s) of each parcel created by the division at the time of the division. Any such division shall be made only upon approval of County and upon condition that each parcel after division meets the requirements of the agricultural preserve. County shall require, as a condition of the approval, the execution of the contracts provided for in this paragraph.

9. The Owner agrees that no additional, separate legal parcels currently exist within the property that may be recognized by a certificate of compliance during the term of the contract pursuant to Government Code section 66499.35. The owners will not apply for, or otherwise seek recognition of, additional legal parcels within the property based on certificates of compliance during the term of the contract.

Attachment: Williamson Act Contract (WA #21-01 Barthels) [Revision 1] (6442 : Steidlmayer - Barthels Williamson Act Contract Rescission and

10. In the event of a breach of this contract, the parties shall consider, in addition to any other available remedies for breach, the alternate remedy to a contract cancellation petition by landowner which is provided in Government Code Section 51250. Subsection (b) thereof provides substantially as follows:

For purposes of this section, a breach is material if, on a parcel under contract, both of the following conditions are met:

(1) A commercial, industrial, or residential building is constructed that is not allowed by this chapter or the contract, local uniform rules or ordinances consistent with the provisions of this chapter, and that is not related to an agricultural use or compatible use.

(2) The total area of all of the building or buildings likely causing the breach exceeds 2,500 square feet for either of the following:

(A) All property subject to any contract or all contiguous property subject to a contract or contracts owned by the same landowner or landowners on January 1, 2022.

(B) All property subject to a contract entered into after January 1, 2022, covering property not subject to a contract on January 1, 2022.

For purposes of this subdivision any additional parcels not specified in the legal description that accompanied the contract, as it existed prior to January 1, 2013, including any parcel created or recognized within an existing contract by subdivision, deed, partition, or, pursuant to Section 66499.35, by certificate of compliance, shall not increase the limitation of this subdivision."

In addition to the foregoing conditions which constitute a material breach, section 51250 requires investigation thereof, notice of determination, time for the landowner to eliminate the conditions resulting in a material breach, and public hearing, as well as the penalties for such a material breach.

Attachment: Williamson Act Contract (WA #21-01 Barthels) [Revision 1] (6442 : Steidlmayer - Barthels Williamson Act Contract Rescission and

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

COUNTY OF COLUSA

_____ Date: _____
Gary J. Evans, Board Chair

_____Date:_____
Trustor

Richard Paul Barthels _____
(Print Name of Trustor)

_____Date:_____
Trustor

Jeanmarie McCullough _____
(Print Name of Trustor)

APPROVED AS TO FORM

_____
Margaret Long, Interim County Counsel

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

_____
Melissa Kitts, Deputy

Attachment: Williamson Act Contract (WA #21-01 Barthels) [Revision 1] (6442 : Steidlmayer - Barthels Williamson Act Contract Rescission and

EXHIBIT "A"
CONTRACT #71-55 LEGAL DESCRIPTION

Description Page

Order No. 31712

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

PARCEL NO. 1:
Lot 14 of Fractional Section 7; the Northwest quarter of Section 15; the Whole of Sections 16, 17 and Fractional Section 18; the North half (also described as Lots 1,2,5,6,7,8 and 9) of Fractional Section 19, the North half of Section 20 and the Northeast quarter of Section 21, Township 13 North, Range 3 West, Mount Diablo Base and Meridian.

EXCEPTING THEREFROM oil, gas and/or other hydrocarbons and minerals as reserved in:

(a) Deed of Bank of America National Trust and Savings Association, a national banking association, to R. E. Blevins, and Lulu Harden Blevins, husband and wife, dated May 28, 1945, and recorded June 12, 1945, in Book 121 of Official Records, at page 442.

(b) Deed of R. E. Blevins, et al, to Hugh Lloyd Dobbins, dated July 25, 1947, and recorded August 1, 1947, in Book 132 of Official Records, at page 473.

(c) Deed of Clara Klinefelter and Ida B. Chisholm, Executrices of the Last Will of Charles Walker Blevins, alias, deceased, to Hugh Lloyd Dobbins, dated July 29, 1947, and recorded August 1, 1947, in Book 141 of Official Records, at page 154.

(c) Deed of Martha A. Blevins, Administratrix of the Estate of Mike Blevins, alias, deceased, to Hugh Lloyd Dobbins, dated July 30, 1947, and recorded August 1, 1947, in Book 141 of Official Records, at page 156.

(e) Deed of Hugh Lloyd Dobbins, to William J. Freed and Bertell F. Freed, his wife, dated July 30, 1947, and recorded August 1, 1947, in Book 132 of Official Records, at page 475.

(f) Deed of Hugh Lloyd Dobbins, to Adolph D. Laux, dated July 30, 1947, and recorded August 1, 1947, in Book 132 of Official Records, at page 476.

Attachment: Williamson Act Contract (WA #21-01 Barthels) [Revision 1] (6442 : Steidlmayer - Barthels Williamson Act Contract Rescission and

EXHIBIT"A" LEGAL DESCRIPTION CONTINUED
AS AMENDED BY LLA #20-23 TO BE REDUCED BY 6.47± ACRES

"EXHIBIT A"
Description of
LOT ONE
LOT LINE ADJUSTMENT NO. 20-23
for
RICHARD PAUL BARTHELS ET AL

All that certain real property situate in the County of Colusa, State of California, described as follows:

A portion of Section 19, Township 13 North, Range 3 West, Mount Diablo Meridian, more particularly described as follows:

Government Lots 6 and 7 of said Section 19, being the lands conveyed to John Hoy in that certain document on file in Book "H" of Patents at Page 522, Colusa County Records.

EXCEPTING THEREFROM the following described parcel:
Commencing at the southwest corner of said Section 19, said point being a 2-1/2" iron pipe, thence North 01°18'00" East, along the west line of said Section 19 as shown on that certain plat on file in Book "C" of Plat Books at Page 37 on file in the Colusa County Public Works Department, a distance of 2649.32 feet to the west one-quarter corner of said Section 19, said point being a 2-1/2" iron pipe; thence South 88°55'30" East, along the East-West centerline of said Section 19, a distance of 3853.22 feet to a point on the south line of said Lot 6, being the true point of beginning for the parcel herein described, from whence the east one-quarter corner of said section bears South 88°55'30" East a distance of 2497.55 feet, said east one-quarter corner being monumented with a "T"-post with original bearing trees still in place; thence from said point of beginning:
thence North 10°46'53" West a distance of 648.70 feet; thence South 83°09'29" East a distance of 199.61 feet; thence South 83°09'29" East a distance of 120.39 feet; thence South 54°51'12" East a distance of 220.25 feet; thence South 15°16'07" West a distance of 196.71 feet; thence South 56°23'57" East a distance of 196.23 feet; thence South 24°17'53" East a distance of 202.66 feet, more or less, to said East-West centerline; thence North 88°55'30" West a distance of 571.60 feet on said centerline to the point of beginning and containing an area of 6.47 acres, more or less.

The above described parcel contains a net area of 153.6 acres, more or less.

LICENSED LAND SURVEYOR
GERALD W. [illegible]
No. 3853
STATE OF CALIFORNIA

STEIDLMAYER
09-219
October 28, 2020
Sheet 1 of 2

Attachment: Williamson Act Contract (WA #21-01 Barthels) [Revision 1] (6442 : Steidlmayer - Barthels Williamson Act Contract Rescission and

Attachment: Williamson Act Contract (WA #21-01 Barthels) [Revision 1] (6442 : Steidlmayer - Barthels Williamson Act Contract Rescission and

EXHIBIT "B"

STATEMENT OF AGRICULTURAL AND COMPATIBLE USE FOR
AGRICULTURAL PRESERVE NUMBER ONE

A. AGRICULTURAL USES

1. Agriculture, including any customary agricultural buildings and structures and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow lands withdrawn from production pursuant to Federal agricultural programs such as, but not limited to, there authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. COMPATIBLE USES

1. Ranch and farm dwellings appurtenant to a principal agricultural use.

2. Drilling and operation of oil and gas wells for which a conditional use permit has been granted.

3. Electrical distribution substations.

4. Recreational uses for which a conditional use permit has been granted.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee.

6. Agricultural labor camps.

7. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

8. Temporary shelters for herdsmen including mobile homes, wagons, and tents.

9. Guest houses, not rented or otherwise conducted as a business.

10. Home occupations.

11. Offices incidental and necessary to the conduct of a principal permitted use.

12. Private garages, private parking areas, and private stables.

13. Roadside stands for the sale of agricultural products primarily grown in the local area.

14. Name plates and signs appurtenant to any permitted use including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

15. Temporary landing strips appurtenant to a principal permitted use.

16. Other accessory uses and buildings customarily appurtenant to a permitted use including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

17. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

18. Hunting clubs or hunting activities for which a conditional use permit has been granted which permit hunting only during the dormant or winter fallow agricultural season. More particularly, the act of hunting does not begin until after harvest and ceases before planting season begins.

19. The erection, construction, alteration or maintenance of gas, electric, water, or communication utility facilities.

Attachment: Williamson Act Contract (WA #21-01 Barthels) [Revision 1] (6442 : Steidlmayer - Barthels Williamson Act Contract Rescission and

WHEN RECORDED MAIL TO:

NAME: COLUSA COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT

Colusa County

Land Conservation (Williamson Act) Contract

Contract No. WA #21-02 .

THIS CONTRACT made and entered into this 1st day of January 2022 by and between the **COUNTY OF COLUSA**, a political subdivision of the State of California, hereinafter referred to as "County" and J. Peter Steidlmayer and Judith Ann Steidlmayer, as Co-Trustees of the J. Peter and Judith Ann Steidlmayer Living Trust, dated August 16, 2019 hereinafter referred to as "Owner(s)", and:

WITNESSETH:

The purpose of this contract is to rescind the applicable existing Land Conservation Act of 1965 (Williamson Act), as amended, Contract and simultaneously reenter into a new Williamson Act Contract per the existing Contract terms as a result of the property described herein being part of a subdivision map.

WHEREAS, the County has established an agricultural preserve (Agricultural Preserve No. 1 , Resolution #71-5) in accordance with the requirements of Government Code Section 51296 which contains, within its boundaries, the property of owner; and

WHEREAS, on March 1, 1971 the subject property described in Exhibit "A" was part of a Williamson Act Contract (herein referred to "Contract") which limited the use of the property to agricultural and compatible uses and placed other requirements in accordance with said Contract; and

WHEREAS, Section 7. DIVISION OF LAND of said Contract requires that as a condition of subdividing contracted land the Owner shall enter into a new contract identical in terms to said Contract on each parcel created by said subdivision; and

WHEREAS, Pursuant to Section 51254 of the California Government Code, the County and Owner may upon their mutual agreement rescind the existing contract in order simultaneously to enter into a new contract provided that the new contract would enforceably restrict the same property for an initial term at least as long as the unexpired term of the contract being so rescinded but not less than 10 years.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Attachment: Williamson Act Contract (WA #21-02 Steidlmayer) [Revision 1] (6442 : Steidlmayer - Barthels Williamson Act Contract Rescission

1. This contract is made and entered into pursuant to the Land Conservation Act of 1965, as amended, and is subject to the applicable provisions thereof.

2. During the term of this Contract the above-described land shall not be used for any purpose other than agricultural and compatible uses as described in Exhibit "B" attached hereto and incorporated by reference. No structures shall be erected upon said land except such structures as may be directly related to and compatible with allowed uses hereunder. Owner waives any right to a non-conforming use if such use is not listed on the Application for Land Use Contract.

3. If any action in eminent domain for the condemnation of any land described herein is hereafter filed, or any portion of the property is acquired in lieu of condemnation, the provisions of Sections 51290-51295 of the California Government Code shall apply.

4. This contract shall be effective commencing on the 1st day of January, 2022 and shall remain in effect for an initial period of ten (10) years therefrom. Each year, on the anniversary date of this Contract, one year shall be automatically added to the initial term, unless notice of non-renewal is given as provided in Section 51245 of the California Government Code.

5. Owner shall not receive any payment from County in consideration of the obligations imposed hereunder, inasmuch as the parties recognize and agree that the consideration for the execution of this Contract is the substantial public benefit to be derived therefrom and the advantage which will accrue to owner as a result of the method of calculating the assessed value of the subject land due to the restrictions placed thereon.

6. This contract may not be canceled except in the manner provided in Sections 51280 through 51285 of the Government Code of California. In the event a contract cancellation is approved, the owner shall pay a cancellation penalty equal to twenty-five (25) percent of the current fair market value of the land as if free from contractual restriction. Twelve and one-half (12-1/2) percent of said penalty shall go to the County and twelve and one-half (12-1/2) percent of said penalty shall be forwarded by the County to the State.

7. The Contract shall run with the land described herein and shall be binding upon the heirs, successors, and assigns of the parties hereto.

8. In the event the land under this contract is divided, a contract identical to the contract then covering said land shall be executed by the Owner(s) of each parcel created by the division at the time of the division. Any such division shall be made only upon approval of County and upon condition that each parcel after division meets the requirements of the agricultural preserve. County shall require, as a condition of the approval, the execution of the contracts provided for in this paragraph.

9. The Owner agrees that no additional, separate legal parcels currently exist within the property that may be recognized by a certificate of compliance during the term of the contract pursuant to Government Code section 66499.35. The owners will not apply for, or otherwise seek recognition of, additional legal parcels within the property based on certificates of compliance during the term of the contract.

Attachment: Williamson Act Contract (WA #21-02 Steidlmayer) [Revision 1] (6442 : Steidlmayer - Barthels Williamson Act Contract Rescission

Attachment: Williamson Act Contract (WA #21-02 Steidlmayer) [Revision 1] (6442 : Steidlmayer - Barthels Williamson Act Contract Rescission

10. In the event of a breach of this contract, the parties shall consider, in addition to any other available remedies for breach, the alternate remedy to a contract cancellation petition by landowner which is provided in Government Code Section 51250. Subsection (b) thereof provides substantially as follows:

For purposes of this section, a breach is material if, on a parcel under contract, both of the following conditions are met:

(1) A commercial, industrial, or residential building is constructed that is not allowed by this chapter or the contract, local uniform rules or ordinances consistent with the provisions of this chapter, and that is not related to an agricultural use or compatible use.

(2) The total area of all of the building or buildings likely causing the breach exceeds 2,500 square feet for either of the following:

(A) All property subject to any contract or all contiguous property subject to a contract or contracts owned by the same landowner or landowners on January 1, 2022.

(B) All property subject to a contract entered into after January 1, 2022, covering property not subject to a contract on January 1, 2022.

For purposes of this subdivision any additional parcels not specified in the legal description that accompanied the contract, as it existed prior to January 1, 2013, including any parcel created or recognized within an existing contract by subdivision, deed, partition, or, pursuant to Section 66499.35, by certificate of compliance, shall not increase the limitation of this subdivision."

In addition to the foregoing conditions which constitute a material breach, section 51250 requires investigation thereof, notice of determination, time for the landowner to eliminate the conditions resulting in a material breach, and public hearing, as well as the penalties for such a material breach.

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

COUNTY OF COLUSA

_____ Date: _____
Gary J. Evans, Board Chair

_____Date:_____
Co-Trustee

J. Peter Steidlmayer
(Print Name of Co-Trustee)

_____Date:_____
Co-Trustee

Judith Ann Steidlmayer
(Print Name of Co-Trustee)

APPROVED AS TO FORM

_____
Margaret Long, Interim County Counsel

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

_____
Melissa Kitts, Deputy

Attachment: Williamson Act Contract (WA #21-02 Steidlmayer) [Revision 1] (6442 : Steidlmayer - Barthels Williamson Act Contract Rescission

EXHIBIT "A"
CONTRACT #71-72 LEGAL DESCRIPTION

A. The last recorded instrument purporting to transfer title to said real property is:

Francis J. Steidlmayer, Anthony E. Steidlmayer and the heirs and/or devisees of Charles R. Steidlmayer, deceased, subject to the administration of his estate (by Deed from William J. Freed,et ux, dated October 14, 1957 and recorded October 14, 1957, in Book 247 of Official Records, at page 280 and by Deed from George E. Steidlmayer, alias, et ux, dated April 30, 1966 and Recorded May 4, 1966, in Book 338 of Official Records, at page 434.)

DESCRIPTION

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

PARCEL NO. 1:
Lots 3, 4, 10, 11, 12 and 13, of Fractional Section 19, the Southwest quarter, the South half of the Southeast quarter and the Northeast quarter of the Southeast quarter of Section 20; the South half of the Southwest quarter and the Southeast quarter of Section 21; the North half, the North half of the South half and the Southwest quarter of the Southwest quarter of Section 28; the Whole of Section 29; the East half of the East half of Fractional Section 30; Lot No. 6, the Southwest quarter of the Northeast quarter and the North half of the Northeast quarter of Fractional Section 31; and the Northwest quarter of the Northwest quarter of Section 32; Township 13 North, Range 3 West, Mount Diablo Base and Meridian.

EXCEPTING THEREFROM all oil, gas and/or other hydrocarbons and minerals.

PARCEL NO. 2: The West half of the East half & Lot 4, the North half of Lot 6, the South half of Lots 7 and 8, of Fractional Section 30; Lots Nos. 1, 2, 3, 4, 5, 8 and the East half of the Southwest quarter (also described as Lot 7) and the West half of the Southeast quarter of Fractional Section 31, Township 13 North, Range 3 West, Mount Diablo Base and Meridian.

EXCEPTING THEREFROM mineral interest in all oil, gas, and/or other hydrocarbon substances.

Attachment: Williamson Act Contract (WA #21-02 Steidlmayer) [Revision 1] (6442 : Steidlmayer - Barthels Williamson Act Contract Rescission

EXHIBIT "A" LEGAL DESCRIPTION CONTINUED
AS AMENDED BY LLA #20-23 TO INCLUDE AN ADDITIONAL 6.47± ACRES

"EXHIBIT A" (continued)
Description of
LOT TWO
LOT LINE ADJUSTMENT NO. 20-23
for
JOHN PETER STEIDLMAYER & JUDITH ANN STEIDLMAYER

All that certain real property situate in the County of Colusa, State of California, described as follows:

A portion of Sections 19 and 30, Township 13 North, Range 3 West, Mount Diablo Meridian, more particularly described as follows:

Government Lots 10 and 11 of said Section 19 and the northeast one-quarter of the of the northeast one-quarter of said Section 30, being the lands conveyed to John B. Hewitt in that certain document recorded in Book "I" of Patents at Page 286, Colusa County Records.

TOGETHER WITH a portion of Government Lots 6 and 7 of said Section 19, being a portion of those certain lands conveyed to John Hoy in that certain document on file in Book "H" of Patents at Page 522, Colusa County Records, and being more particularly described as follows: Commencing at the southwest corner of said Section 19, said point being a 2-1/2" iron pipe, thence North 01°18'00" East, along the west line of said Section 19 as shown on that certain plat on file in Book "C" of Plat Books at Page 37 on file in the Colusa County Public Works Department, a distance of 2649.32 feet to the west one-quarter corner of said Section 19, said point being a 2-1/2" iron pipe; thence South 88°55'30" East, along the East-West centerline of said Section 19, a distance of 3853.22 feet to a point on the south line of said Lot 6, being the true point of beginning for the parcel herein described, from whence the east one-quarter corner of said section bears South 88°55'30" East a distance of 2497.55 feet, said east one-quarter corner being monumented with a "T"-post with original bearing trees still in place; thence from said point of beginning:
thence North 10°46'53" West a distance of 648.70 feet; thence South 83°09'29" East a distance of 199.61 feet; thence South 83°09'29" East a distance of 120.39 feet; thence South 54°51'12" East a distance of 220.25 feet; thence South 15°16'07" West a distance of 196.71 feet; thence South 56°23'57" East a distance of 196.23 feet; thence South 24°17'53" East a distance of 202.66 feet, more or less, to said East-West centerline; thence North 88°55'30" West a distance of 571.60 feet on said centerline to the point of beginning and containing an area of 6.47 acres, more or less.

The above described parcel contains a net area of 157.7

STEIDLMAYER
09-219
October 28, 2020
Sheet 2 of 2

Attachment: Williamson Act Contract (WA #21-02 Steidlmayer) [Revision 1] (6442 : Steidlmayer - Barthels Williamson Act Contract Rescission

EXHIBIT "B"

STATEMENT OF AGRICULTURAL AND COMPATIBLE USE FOR
AGRICULTURAL PRESERVE NUMBER ONE

A. AGRICULTURAL USES

1. Agriculture, including any customary agricultural buildings and structures and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow lands withdrawn from production pursuant to Federal agricultural programs such as, but not limited to, there authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. COMPATIBLE USES

1. Ranch and farm dwellings appurtenant to a principal agricultural use.

2. Drilling and operation of oil and gas wells for which a conditional use permit has been granted.

3. Electrical distribution substations.

4. Recreational uses for which a conditional use permit has been granted.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee.

6. Agricultural labor camps.

7. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

8. Temporary shelters for herdsmen including mobile homes, wagons, and tents.

9. Guest houses, not rented or otherwise conducted as a business.

10. Home occupations.

11. Offices incidental and necessary to the conduct of a principal permitted use.

12. Private garages, private parking areas, and private stables.

Attachment: Williamson Act Contract (WA #21-02 Steidlmayer) [Revision 1] (6442 : Steidlmayer - Barthels Williamson Act Contract Rescission

13. Roadside stands for the sale of agricultural products primarily grown in the local area.

14. Name plates and signs appurtenant to any permitted use including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

15. Temporary landing strips appurtenant to a principal permitted use.

16. Other accessory uses and buildings customarily appurtenant to a permitted use including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

17. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

18. Hunting clubs or hunting activities for which a conditional use permit has been granted which permit hunting only during the dormant or winter fallow agricultural season. More particularly, the act of hunting does not begin until after harvest and ceases before planting season begins.

19. The erection, construction, alteration or maintenance of gas, electric, water, or communication utility facilities.

Attachment: Williamson Act Contract (WA #21-02 Steidlmayer) [Revision 1] (6442 : Steidlmayer - Barthels Williamson Act Contract Rescission

COUNTY OF COLUSA

COMMUNITY DEVLOEPMENT DEPARTMENT

220 12th Street, Colusa, California 95932

TELEPHONE (530) 458-0480 FAX (530) 458-0482

ADMINISTRATIVE STAFF REPORT
DECEMBER 16, 2020, BARTHELS - STEIDLMAYER LLA #20-23

PROPERTY OWNERS: **Richard Barthels (McCullough Family Trust)**
1420 Robertson Way
Sacramento, CA 95818

Peter Steidlemayer
P.O. Box 411
Colusa, CA 95932

FILE #: **LLA #20-23**

REQUEST: The applicants request approval of Lot Line Adjustment (LLA) to adjust the boundaries of two legal parcels Lot 1 – 160.1± acres and Lot 2 – 151.2± acres resulting in two parcels identified as Lot 1 – 153.6± acres and Lot 2 – 157.7± acres.

Draft

EXISTING ASSERORR'S PARCELS: 021-110-005, 021-110-009, & 021-180-004

GENERAL PLAN: Upland Agriculture (UA)

ZONING: Foothill Agriculture (F-A)

LOCATION: Approximately 7 miles southeast of the intersection of State Route 20 and State Route 16.

CURRENT USE: Grazing and Opens Space

ENVIRONMENTAL REVIEW: The project is exempt form environmental review under Section 15305, Class 5, which exempts Lot Line Adjustments

STAFF COMMENT: Staff Recommends **APPROVAL** of Lot Line Adjustment #12-23

ANALYSIS:

Parcel Creation

US Public Land Survey System and Book H of Patents, Page 522

Attachment: Steidlemayer LLA #20-23 (6442 : Steidlmayer - Barthels Williamson Act Contract Rescission and Reentry)

Existing Use

APN 021-110-005 – Grazing & Open Space (Cabin and Accessory Buildings)
APN 021-110-009 – Grazing & Open Space
APN 021-180-004 – Grazing & Open Space

Purpose of LLA

The LLA is proposed to allow the applicants to adjust the boundaries between two properties to transfer ownership of an existing cabin and accessory buildings to Steidlmayer.

General Plan and Zoning Consistency of Resulting Parcels

The properties involved in the LLA have a General Plan Designation of Upland Agriculture (AU) and are zoned Foothill Agriculture (F-A). The minimum parcel size for areas in the F-A zone is 80+ acres. The resulting lots exceed the minimum lot size of 80+ acres.

Williamson Act

The project site is under Williamson Act. The properties involved in the LLA are under two different contracts, WA #71-55 (McCullough) and WA #71-72 (Steidlmayer). The LLA will result in 6.47± acres of land being transferred from WA #71-55 (Barthels) which encompasses 3,110 acres to WA #71-72 (Steidlmayer) which totals 3,234 acres. The LLA approval will effectively change the boundaries of the two contracts. As a result, both contracts will have to be amended by rescission and re-entry the Board of Supervisors to comply with California Government Code 51257. This must occur prior to recordation to reflect the appropriate boundaries and acreage and the amended contracts will have to be recorded concurrently with the new deeds.

Draft

Findings

1. Because the proposed LLA involves four or fewer existing adjoining parcels, where the land taken from one parcel would be added to an adjoining parcel, and because a greater number of parcels than originally existed would not be created, the LLA is exempt from the requirements of the Subdivision Map Act Pursuant to Government Code Section 66412(d).

2. Pursuant to Government Code Section 66412(d), the Planning Division of the Colusa County Development Services Department has limited its review and approval of the Barthels - Steidlmayer Lot Line Adjustment (LLA #20-23) to a determination of whether or not the parcels resulting from the Lot Line Adjustment will conform to the Colusa County General Plan, Zoning Ordinance, and California Building Code.

Attachment: Steidlmayer LLA #20-23 (6442 : Steidlmayer - Barthels Williamson Act Contract Rescission and Reentry)

3. The proposed project is consistent with the applicable polices of the Colusa County General Plan in that it is a legal non-conforming use.

4. Access to the proposed parcels would continue to be achieved by private roads,

5. The resulting lots of record, as designed, will not result in a significant change in the environment that would be a detriment to the public health, safety, or general welfare.

Williamson Act Findings

(1) The new contract or contracts would enforceably restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.

(2) There is no net decrease in the amount of the acreage restricted. In cases where two parcels involved in a lot line adjustment are both subject to contracts rescinded pursuant to this section, this finding will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts.

(3) At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.

Draft

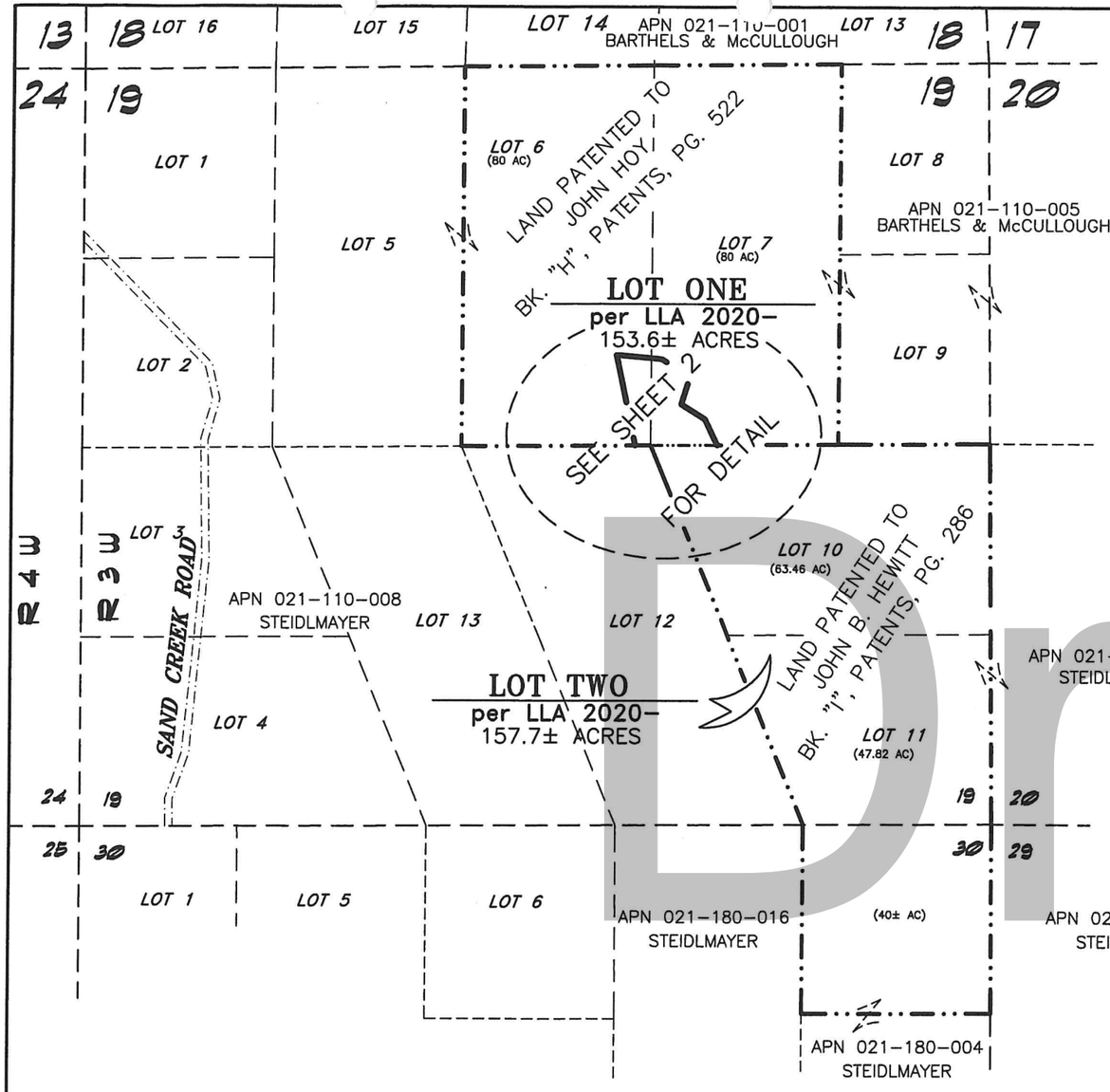
(4) After the lot line adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use, as defined in Section 51222.

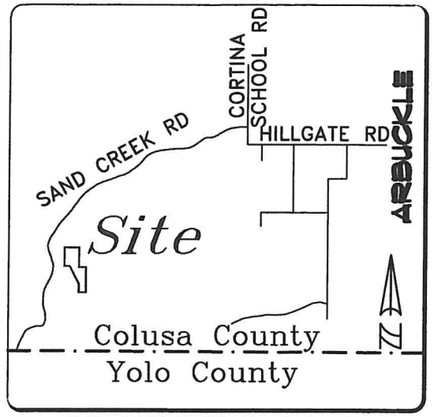
(5) The lot line adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.

(6) The lot line adjustment is not likely to result in the removal of adjacent land from agricultural use.

(7) The lot line adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the general plan.

Attachment: Steidlemayer LLA #20-23 (6442 : Steidlmayer - Barthels Williamson Act Contract Rescission and Reentry)





VICINITY MAP
NOT TO SCALE

LICENSED LAND SURVEYOR
GERALD W. WHITE
No. 3653
STATE OF CALIFORNIA

SURVEYOR
GERALD W. WHITE, PLS 3653
CALIFORNIA ENGINEERING COMPANY
1070 WEST WOOD STREET, SUITE D
WILLOWS, CA 95988 (530) 934-7055

OWNERS:

APN 021-110-005
RICHARD P. BARTHELS & JEANMARIE McCULLOUGH FAMILY TRUST ET AL
1420 ROBERTSON WAY
SACRAMENTO, CA 95818

APN'S 021-110-009 & 021-180-004
JOHN PETER STEIDLMAYER & JUDITH ANN STEIDLMAYER
P.O. BOX 411
COLUSA, CA 95932 (530) 458-4227

EXHIBIT "B"

Lot Line Adjustment 2020-

SHOWING A LOT LINE ADJUSTMENT
WITHIN
SECTIONS 19 & 30, T. 13 N., R. 3 W., M.D.M.
COUNTY OF COLUSA CALIFORNIA
FOR

John Peter Steidlmayer & Judith Ann Steidlmayer
AND
Richard P. Barthels et al

PREPARED BY

California Engineering Company, Inc.
Landon Division
1040 WEST WOOD STREET, SUITE D
WILLOWS, CA 95988
(530) 934-7055

AUGUST, 2020

DRAFT
FOR REVIEW ONLY

LEGEND

- EXISTING BOUNDARY TO REMAIN
- PROPOSED BOUNDARY
- BOUNDARY TO BE REMOVED
- ASSESSOR PARCEL BDRY
- GOVERNMENT LOT LINE
- LOT 11 GOVERNMENT LOT NUMBER
- ( )R1 RECORD INFORMATION PER PLAT BK. "C", PG. 37

0' 1000' 2000'
SCALE: 1"=1000'

JOB NO. 09-219

SHEET 1 OF 2

Draft

Attachment: Steidlemayer LLA #20-23 (6442 : Steidlmayer - Barthels Williamson Act Contract Rescission and Reentry)

LOT ONE
per LLA 2020–
153.6± ACRES

S 83°09'29" E 320.00'

S 54°51'12" E 220.25'

S 15°16'07" W 196.71'

PROPOSED BOUNDARY

S 56°23'57" E 196.23'

S 24°17'53" E 202.66'

BOUNDARY TO BE REMOVED

N 10°46'53" W 648.70'

PROPOSED BOUNDARY

East Fork of Sand Creek

CABIN

BARN

6.47± ACRES

LAND PATENTED TO JOHN HOY BK. "H", PATENTS, PG. 522

APN 021–110–005
BARTHELS & McCULLOUGH

APN 021–110–009
STEIDLMAYER

LAND PATENTED TO JOHN B. HEMITT BK. "I", PATENTS, PG. 286

LOT 6 | LOT 7 | LOT 12 | LOT 10

3853.22'

571.60'

S 88°56'30" E 6350.77"

1925.95'

1/4 CORNER – FOUND 2–1/2" IRON PIPE, NOT OF RECORD
(2"x4" REDWOOD STAKE PER PLAT BOOK "C", PAGE 37)

1/4 CORNER – FOUND "T" POST, NOT OF RECORD
2 ORIGINAL WITNESS TREES STILL STANDING

N 01°18'00" E 2649.32'
(N 01°18' E 2673.33')R1

SECTION CORNER – FOUND 2–1/2" IRON PIPE, NOT OF RECORD
(2"x4" REDWOOD STAKE PER PLAT BOOK "C", PAGE 37)

R 4 W | R 3 W

24 | 19

25 | 30

SECTION 20

LEGEND

- EXISTING BOUNDARY TO REMAIN
- PROPOSED BOUNDARY
- BOUNDARY TO BE REMOVED
- ASSESSOR PARCEL BDRY
- GOVERNMENT LOT LINE
- LOT 11 GOVERNMENT LOT NUMBER
- ( )R1 RECORD INFORMATION PER PLAT BK. "C", PG. 37

0' 60' 120'
SCALE: 1"=60'

LOT TWO
per LLA 2020–
157.7± ACRES

DRAFT
FOR REVIEW ONLY

Lot Line Adjustment 2020–

SHOWING A LOT LINE ADJUSTMENT
WITHIN
SECTIONS 19 & 30, T. 13 N., R. 3 W., M.D.M.
COUNTY OF COLUSA CALIFORNIA
FOR

John Peter Steidlmayer & Judith Ann Steidlmayer
AND
Richard P. Barthels et al

PREPARED BY
California Engineering Company, Inc.
Landon Division
1040 WEST WOOD STREET, SUITE D
WILLOWS, CA 95988
(530) 934–7055
AUGUST, 2020

JOB NO. 09–219

SHEET 2 OF 2

EXHIBIT "B"

Draft

Attachment: Steidlmayer LLA #20-23 (6442 : Steidlmayer - Barthels Williamson Act Contract Rescission and Reentry)

RESOLUTION NO. 19 -046

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS IMPLEMENTING AN AMENDED WILLIAMSON ACT PROGRAM FOR 2020 PURSUANT TO GOVERNMENT CODE SECTION 51244 ET SEQ.

WHEREAS, the California Land Conservation Act (the "Williamson Act") was enacted on July 14, 1965 to implement State farmland preservation policies directed at discouraging the unnecessary and premature conversion of farmland to other uses;

WHEREAS, over the past 45 years, the County of Colusa ("County") has embraced and implemented the State of California's farmland preservation policies set forth in the Act;

WHEREAS, over 318,000 acres in the County are presently conserved by voluntary County and landowner participation in 10-year and 20-year Williamson Act contracts;

WHEREAS, for decades, the State has provided subvention funding to replace the lost property tax revenues that participating counties throughout the State have incurred as a consequence of participating in the State's Williamson Act;

WHEREAS, in 2009 the State of California eliminated all but $1,000 in State funding for the Williamson Act program, thus shifting the full financial burden of the State's Williamson Act program to counties throughout the State at a very difficult fiscal time;

WHEREAS, in 2011 Assembly Bill 1265 ("AB 1265") was adopted in an effort to provide a partial solution to the elimination of subvention funding and to continue the program established by Senate Bill 863 (2010);

WHEREAS, in 2014 Senate Bill 1353 was adopted which deleted the sunset date of AB 1265 and allowed the use of the AB 1265 process for revising contracts, by reducing their terms, to recapture 10 percent of the lost property tax benefit to Williamson Act contract holders indefinitely into the future;

WHEREAS, since the elimination of subvention funding by the State, the County has absorbed the loss of approximately $856,000 annually in order to continue its support of the State's Williamson Act program;

WHEREAS, given the fiscal impact that the loss of the subvention funding has had and continues to have on the County, the Board of Supervisors has considered the AB 1265 process as an alternative to offset a portion of the fiscal impact to the County while maintaining the County's Williamson Act program; and

WHEREAS, pursuant to Government Code Section 51244 et seq., a public hearing notice was published and mailed to the landowners in the County's Williamson Act program informing them of the initial hearing by the Board of Supervisors on the proposal to adopt the AB 1265 process at which time that the Board of Supervisors made certain findings to implement the AB 1265 process.

Attachment: Board Resolution 19-046 Amending Williamson Act Program (6442 : Steidlmayer - Barthels Williamson Act Contract Rescission

NOW, THEREFORE, the Board of Supervisors finds and resolves as follows:

1. The Board of Supervisors finds that during the prior fiscal year (i.e., 2018-19), the payments received by the County under to Government Code Sections 16142 and 16142.1 were less than one-half of its actual foregone general fund property tax revenue.

2. The Board of Supervisors approves the implementation of the AB 1265 process to reduce the terms of Williamson Act contracts. In accordance with Government Code Section 51244(b)(1), the term for all California Land Conservation Contracts that are not exempt from reduction will be reduced from ten (10) years to nine (9), for 10-Year Williamson Act contracts, and from twenty (20) years to eighteen (18) years, for 20-year Farmland Security Zone Contracts, for calendar year 2020, effective on the anniversary date of all such contracts (January 1, 2020).

3. The Board of Supervisors amends section 7 of Resolution No. 82-67 to read as follows: "7. TERM OF CONTRACT: It is the intent of the Board of Supervisors to establish ten (10) years as the minimum term for any contract executed on land within any agricultural preserve established in calendar year 1971 and each year thereafter. Should the Board of Supervisors approve the implementation of Government Code Section 51244 et seq., commonly known as the AB 1265 process, the minimum term shall be reduced to nine (9) years.

4. The Board of Supervisors amends Section 2 of Resolution No. 98-51 to read as follows: "2. TERM OF CONTRACT: It is the intent of the Board of Supervisors to establish ten (10) years as the minimum term for any contract executed on land within Agricultural Preserve Number Two established in calendar year 1998 and each year thereafter. Should the Board of Supervisors approve the implementation of Government Code Section 51244 et seq., commonly known as the AB 1265 process, the minimum term shall be reduced to nine (9) years.

5. The County Assessor is directed to take all necessary actions to implement the provisions of Government Code Section 51244 et seq. otherwise known as the AB 1265 process.

6. The Clerk to the Board of Supervisors and the Community Development Director are directed to send notices to all landowners in the County's Williamson Act program informing them of the County's decision to implement the provisions of Government Code section 51244 et seq., otherwise known as the AB 1265 process, and their right to prevent the reduction in the term of their contract by serving a notice of nonrenewal within ninety (90) days as specified by Government Code section 51245. The failure of a landowner to serve timely notice of non-renewal shall be considered consent to the term reduction of their Williamson Act contract.

7. Should any landowner elect to serve a notice of non-renewal instead of accepting the reduced contract term, County staff shall waive any process fees. County staff is directed to process the notice of non-renewal pursuant to Government Code Section 51245.

8. The County will not renew or accept new applications for Williamson Act contracts.

9. The County will not amend existing Williamson Act contracts except as provided for in this resolution or to the extent any such amendment will not result in a fiscal impact to the County.

Attachment: Board Resolution 19-046 Amending Williamson Act Program (6442 : Steidlmayer - Barthels Williamson Act Contract Rescission

PASSED AND ADOPTED by the Board of Supervisors, Colusa County, State of California, this 27th day of August, 2019, by the following vote:

AYES: Supervisors Denise J. Carter, John D. Loudon, Gary J. Evans, and Kent S. Boes.

NOES: Supervisor Jose Merced Corona.

ABSENT: None.

Kent S. Boes, Chairperson
Colusa County Board of Supervisors

ATTEST: Wendy G Tyler
Clerk to the Board of Supervisors

By _____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Marcos A. Kropf, County Counsel

Attachment: Board Resolution 19-046 Amending Williamson Act Program (6442 : Steidlmayer - Barthels Williamson Act Contract Rescission and

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: **May 11, 2021**

DEPARTMENT: **Community Development**

FROM: **Greg Plucker**

SUBJECT: **Building Plan Check and Permit Fees Waiver Request**

Waive the County's plan check and building permit fees for the construction of a gazebo at Balfour Park in the community of Arbuckle.

Detailed Description/Background of Request

Background

Weston Building (Kelly Lewis) is donating the material and labor to install a 20' X 30' gazebo at the Balfour Park in the community of Arbuckle. Balfour Park is one of the recreational facilities of the Arbuckle Park and Recreation District. Balfour Park is located at the northeast corner of the Hall Street/10th Street intersection. The gazebo would be located along the easterly boundary at approximately the middle of the park (Attachment #1, Location Map). The gazebo would be constructed from metal framing (Attachment #2, Example Pictures).

Plan Check and Permit Fees

The construction cost of the gazebo has been calculated at $15,000. Based on this value, the plan check fee would total $172.41 and the building permit fee would total $265.25. In addition, the State charge for the mandated Strong-Motion Instrumentation Program would total $5.20. This charge is used to fund the purchase, installation, maintenance, data collection and interpretation of information collected from seismic instrumentation placed in geographic environments throughout the state.

Discussion

The building permit plan check and permit fees are deposited into the General Fund and are used to fund the operations of the Building Unit, a County general funded function. Under most circumstances, staff believes that the cost of County services should be borne by those that receive the benefit of those services. In this case, the gazebo is being installed to serve the general public in the Arbuckle community and the contractor is absorbing a significant cost for this public benefit. Given this circumstance, staff believes that it would be appropriate for the County to absorb the $434.66 plan check and building permit fees because of the overall public benefit to

the community of the project. The contractor's costs would be limited to the State SMIP fee of $5.20. The County does not charge Development Impact Fees for this type of structure.

Prior Board Action

None

Fiscal Impact/Funding Source

The proposed waiver of $434.66 would reduce the Building Unit's revenue by the same amount. This would not impact the Building Unit's projected plan check and permit revenues for FY 20/21. The revenues were projected to be $220,000 and as of April 30, 2020, the Building Unit has received plan check and permit revenues of nearly $251,000.

Action for the Clerk

None

ATTACHMENTS:

- Attachment #1 Location Map and Site Plan (PDF)
- Attachment #2 Photo Examples (PDF)

Attachment #1
Location Map and Site Plan

Attachment: Attachment #1 Location Map and Site Plan (6526 : Building Plan Check and Permit Fee Waiver Request)

Attachment #2
Photo Examples

Attachment: Attachment #2 Photo Examples (6526 : Building Plan Check and Permit Fee Waiver Request)

COUNTY OF COLUSA, CA **8.1**

Request For County Board of Supervisors Action

MEETING DATE:	**May 11, 2021**
DEPARTMENT:	**Air Pollution Control**
FROM:	**Casey Ryan**
SUBJECT:	**Carl Moyer Program (Year 23) State Reserve Funding (FY: 2020-2021)**

Sitting as the Colusa County Air Pollution Control Board

Adopt a Resolution of the Governing Board of the Colusa County Air Pollution Control District Approving and Authorizing the Application to Administer The Carl Moyer Program (Year 23) State Reserve Funding for Fiscal Year 2020-2021.

Detailed Description/Background of request

The Carl Moyer Memorial Air Quality Standards Attainment Program ("Carl Moyer") is a state program that provides grant funding for cleaner-than-required engines and equipment. The California Air Resources Board ("CARB") is responsible for developing the Carl Moyer guidelines and the air pollution control districts and air quality management districts are in charge of administering the program.

Section 44286(d) of the California Health and Safety Code gives CARB the authority to reserve up to 10 percent of Moyer Program funding to directly fund any project that is a covered source and is described in Section 44281. CARB reserves the sole authority to distribute the State Reserve funding. For Fiscal Year 2020-2021, the State Reserve funds have been allocated toward Moyer eligible infrastructure projects and has approximately $9.4 million dollars for State Reserve projects.

Under the 2017 Moyer Program guidelines, CARB may provide funding toward the installation of infrastructure for projects that support the deployment of alternative, advanced, and cleaner technologies. In support of the Governor's Executive Order to transition to zero-emission technologies, FY 2020-2021 State Reserve funds will be directed toward Moyer eligible infrastructure projects that provide support to zero-emission vehicles.

Eligible projects are limited to battery charging stations and hydrogen fueling stations and all projects must be in accordance with the Carl Moyer Program guidelines, Chapter 10. Eligible applicants include but are not limited to State,

metropolitan, county, city, multi-county special districts, school districts, federal agencies and organizations, and private organizations and corporations.

The District has been awarded a total of $50,000.00 to administer the program, with $43,750.00 going toward projects and $6,250.00 in administration costs. The District must have the funds liquidated by June 30, 2025.

Prior Board Action
No Prior Board Action.

Fiscal Impact/Funding Source
There is no fiscal impact on the District and no matching fund requirements. It is anticipated that the District will receive the following funds if approved to administer the program:

Total Allocation:	**$50,000.00**
Project Allocation:	$43,750.00
Administration Allocation:	$6,250.00

Action for the Clerk
Obtain all necessary signatures and submit the Resolution to Telena Vo at Telena.Vo@arb.ca.gov <mailto:Telena.Vo@arb.ca.gov>.

Obtain necessary signatures and submit a copy of the Resolution to the Colusa County Air Pollution Control District.

ATTACHMENTS:

- StateReserve23Resolution (DOCX)
- StateReserveYear23Application (PDF)
- Chapter10InfrastructureGuidelines (DOCX)

RESOLUTION NO. _____

RESOLUTION OF THE GOVERNING BOARD OF THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT APPROVING AND AUTHORIZING THE APPLICATION TO ADMINISTER THE CARL MOYER PROGRAM (YEAR 23) STATE RESERVE FUNDING (FY: 2020-2021).

WHEREAS, California Health and Safety Code sections 44275-44299.2 authorize the California Air Resources Board (CARB) to allocate Carl Moyer Program (CMP) funds to local air quality districts to provide financial incentives to both the public and private sectors to implement eligible projects to reduce emissions;

WHEREAS, California Health and Safety Code section 44286(d) provides CARB the authority to reserve up 10 percent of Moyer Program funding to directly fund any project that is a covered source and is described in Section 44281; and

WHEREAS, CARB has allocated the State Reserve funds for Fiscal Year 2020-2021 towards Moyer eligible infrastructure projects; and

WHEARAS, CARB has approximately $9.4 million dollars for State Reserve projects which has been allocated towards eligible battery charging station and hydrogen fueling station infrastructure projects under the Carl Moyer Program.

WHEREAS, the District must liquidate all Carl Moyer Program State Reserve funds by June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Air Pollution Control District is authorized to submit an application to the California Air Resources Board for the Carl Moyer Program (Year 23) State Reserve for the maximum amount of funds for which the District is eligible.

BE IT FURTHER RESOLVED that the Director of Air Quality Standards is authorized to accept on behalf of the District to accept Carl Moyer Program (Year 23) State Reserve funds, accept grant amounts, request disbursements, and approve standard ministerial Carl Moyer Program contracts.

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Attachment: StateReserve23Resolution (6512 : Carl Moyer Program (Year 23) State Reserve Funding)

PASSED AND ADOPTED this 11th day of May 2021, by the following vote:

AYES:

NOES:

ABSENT:

_____
Gary J. Evans, Board Chair

ATTEST: Wendy Tyler
Clerk of the Board of Supervisors

_____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
David Prentice, Interim County Counsel

Attachment: StateReserve23Resolution (6512 : Carl Moyer Program (Year 23) State Reserve Funding)

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
CALIFORNIA AIR RESOURCES BOARD

STATE RESERVE PROJECT APPLICATION

MSCD/ITAB-152 (REV. 02/2021) PAGE 1 OF 2

The California Air Resources Board must receive this application by the due date specified in the Solicitation (https://ww2.arb.ca.gov/administrative-forms-carl-moyer-program-community-air-protection-incentives).

Send the Air District's signed application to MSCD Grants at MSCDGrants@arb.ca.gov.

SECTION 1: STATE RESERVE FUNDS REQUESTED

Moyer Year: Year 23	Fiscal Year: 2020-2021
Amount Requested: $50,000.00	

SECTION 2: AIR DISTRICT INFORMATION

Air District Name: Colusa County Air Pollution Control District	Street Address: 100 Sunrise Blvd., Suite F
Contact Person: Casey Ryan	City/Zip: Colusa, CA 95932
Telephone Number: 530-458-0583	Email Address: cryan@countyofcolusa.com
The address provided above matches the address provided on the Air District's Data Record. Form (STD 204) or Government Agency Tax Payer ID Form: ☑ Yes ☐ If no, the Air District will be submitting a corrected STD. 204 or Government Agency Tax Payer ID Form to CARB.	

SECTION 3: BOARD RESOLUTION OR BOARD MINUTE ORDER (BMO)

Check one box and complete the date (if applicable):

☐ This application has been duly approved and authorized by the governing board of the applicant, as specified in the attached resolution/BMO.

☑ This application is scheduled to go before the Air District Board.
Date scheduled to go before the Air District Board:
04/27/2021

Attachment: StateReserveYear23Application (6512 : Carl Moyer Program (Year 23) State Reserve Funding)

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
CALIFORNIA AIR RESOURCES BOARD

STATE RESERVE PROJECT APPLICATION

SECTION 4: PROGRAM ADMINISTRATION

Check the box with the percentage for program administration that best applies to the Air District. If the Air District wishes to request a program administration grant percentage lower than the 6.25% or 12.5% allowed under statute (H&SC § 44299.1) check last box and enter the percentage.

☐ 6.25% (Air District with one million or more inhabitants)
☑ 12.5% (Air District under one million inhabitants)
☐ The Air District requests program administration funds be included in this grant at a lower portion than allowed by statute. Percent of the total grant:

SECTION 5: AIR DISTRICT CARL MOYER PROGRAM GUIDELINE REQUIREMENTS

As an Air District participating in State Reserve, I agree to follow the applicable Carl Moyer Program guideline requirements, which include but are not limited to:

☑ Obtaining Board approval to run the Carl Moyer Program. Board approval is not necessary for each individual project.

☑ Air districts shall not limit operation to an individual Air District's boundaries.

☑ Air districts shall not impose stricter requirements than those set in the Carl Moyer Program guidelines.

SECTION 6: AIR DISTRICT CONTACT INFORMATION

Air District Air Pollution Control Officer: M. Anastacia Allen	
Telephone Number: 530-458-0590	Email Address: mallen@countyofcolusa.com
Air District State Reserve Manager: Casey Ryan	
Telephone Number: 530-458-0583	Email Address: cryan@countyofcolusa.com

SECTION 7: AIR DISTRICT AIR POLLUTION CONTROL OFFICER/EXECUTIVE OFFICER APPROVED SIGNATURE

To the best of my knowledge and belief, the information in this application is true and correct. The Air District confirms that an up-to-date Carl Moyer Program District Policies and Procedures Manual, based on current Carl Moyer Program Guidelines, is maintained at the Air District office.

Printed Name: M. ANASTACIA ALLEN	Date: 3/15/2021
Signature: M. Anastacia Allen	

Attachment: StateReserveYear23Application (6512 : Carl Moyer Program (Year 23) State Reserve Funding)

Carl Moyer Program (Year 23) State Reserve Funding (FY: 2020/2021)

Carl Moyer Program – Chapter 10 – Infrastructure

A. Funding (Maximum Percentage of Eligible Cost for Moyer Program Infrastructure Projects)

Maximum %	Infrastructure Projects
50%	All Projects
60%	Publicly Accessible Projects
65%	Projects with Solar/Wind Power Systems*
75%	Publicly Accessible Projects with Solar/Wind Power Systems*
100%	Public School Buses – Battery Charging and Alternative Fueling

* At least 50% of the energy provided to covered sources by the project must be generated from solar or wind.

B. Eligible Projects

1. Battery Charging Station / Alternative Fueling Station

   (A) New, conversion of existing, and expansion to existing non-residential battery charging stations (i.e. workplace charging, direct current fast chargers along freeway roadway corridors, long-term charging)

C. Eligible Applicants

(A) Public entities – State, metropolitan, county, city, multi-county special district (water districts), school district and federal agency organizations.

Private entities – Private organizations and corporations.

D. Eligible Costs

(A) Cost of design and engineering (i.e. labor, site preparation)

(B) Cost of equipment (i.e. charging/fueling units, electrical parts, energy storage equipment)

(C) Cost of installation directly related to the construction of the station

(D) Meter/data loggers

(E) Solar and wind power generation equipment

E. Ineligible Cost

Existing station upgrades, fuel and energy costs, non-essential equipment hardware, operation costs, extended warranty, insurance, data collection and reporting, travel, employee training/salaries, legal fees, real estate property purchases/leases, construction management, storm water plans, security costs, soil testing/sampling, and hazardous materials.

Attachment: Chapter10InfrastructureGuidelines (6512 : Carl Moyer Program (Year 23) State Reserve Funding)

F. Project Eligibility Criteria

1. General Criteria

(A) The project must be installed and located in California

(B) The project must comply with all applicable federal, State, local laws and requirements including environmental laws, and State building, environmental and fire codes.

(C) The project must be solicited and selected through a competitive bidding process.

(D) Work must be performed by a licensed contractor. At least one electrician must hold an Electric Vehicle Infrastructure Training Program (EVITP) certification.

(E) Public accessible station must at a minimum be accessible to the public daily during regular business hours.

(F) Equipment and parts must be new. Remanufactured or refurbished equipment and parts are not eligible.

2. Battery Charging Station

(A) Chargers must be a level 2 or higher to support non-residential stations.

(B) Publicly accessible light-duty charging stations must use a valid and universally accepted charge connector protocol.

(C) Charger must be certified by a Nationally Recognized Testing Laboratory.

(D) Equipment must have at least a one year warranty.

3. Alternative Fueling Station – Equipment must have at least a three year warranty.

G. Applicant Requirements

1. General Criteria

(A) The applicant must be able to demonstrate to the air district that the applicant can obtain all required land use permits from agencies needed to install and operate the station.

(B) For publicly accessible stations, the applicant must provide a description of the geographic location and specific street address.

(C) Applicants must demonstrate that they either own the land or control it through a long-term lease, easement or other legal arrangement, for the duration of the project life. If the land is not owned by the applicant, an executed lease agreement or letters of commitment lasting for the duration of the project life must be signed by property owners/authorized representative and must be submitted with the application.

(D) Applicants must be able to provide documentation that power or fuel is being provided to the site. (i.e. application, payment to the local utility company for power installation, or contract)

Attachment: Chapter10InfrastructureGuidelines (6512 : Carl Moyer Program (Year 23) State Reserve Funding)

H. Project Life

1. All projects must have a minimum project life of 3 years.

2. Maximum project life is 15 years.

I. Contract Requirements

1. General Criteria

(A) Contracts must include anticipated usage in terms of projected throughput and/or number of vehicles that will be using the station for the term of the contract.

(B) Contracts must require that the equipment be in operating condition throughout the contract term.

(C) Contracts must specify that publicly accessible infrastructure projects must maintain a 95% successful charging rate with 24/7 customer service available on site, via a toll free number. If the equipment in not functional, the grantee is responsible for ensuring that repairs are made and station is up and running within 48 hours. The air district must be notified of any downtime beyond the 48 hours.

(D) For non-publicly accessible infrastructure projects, if the equipment is not functional, the grantee has 15 business days to report the problem to the air district.

(E) If during the project life the fuel/energy meter fails for any reason, it must be repaired or replaced ASAP. The repairs or replacement is not an eligible cost.

(F) Contracts must specify the maximum grant amount.

(G) Contracts must identify milestone dates, including project completion, invoice, and annual reporting dates.

2. Battery Charging Stations

(A) Contracts must specify the maximum grant amount.

(B) Grantee must report all battery charging station installations to the Department of Energy Alternative Fuel Date Center. (http://www.afdc.energy.gov/locator/stations/.

3. Alternative Fueling Stations (Hydrogen Fueling)

(A) The grantee must register and report to the Station Online Status System (SOSS) maintained by the California Fuel Cell Partnership and abide by the requirements of the reporting system.

Attachment: Chapter10InfrastructureGuidelines (6512 : Carl Moyer Program (Year 23) State Reserve Funding)

J. Post-Inspection

1. General Criteria

(A) Air Districts must verify and document that each infrastructure project is operational. Inspections must include verification of operation by connecting a vehicle or equipment to the charging or fueling station.

(B) For solar or wind power, the inspection must verify that infrastructure has been installed and connected to the power generation equipment. A District may be exempt from this requirement if the grantee does not own a vehicle/equipment, and no vehicle/equipment can reasonably be obtained for the inspection. A District must obtain another type of verification (i.e. utility bills, statements, etc.

(C) Photos must be taken by the District, including equipment manufacturer, model numbers, and serial numbers.

2. Battery Charging Station

1. The District must document the name of the manufacturer, serial number and date of manufacturer, amperage/voltage, and equipment recharge rate.

K. Invoice and Payment

1. A project may be considered for final payment once the necessary infrastructure has been installed and connected to the power generation equipment and/or the grid has been demonstrated to the District that it is fully operational during a post-inspection.

L. Data Collection and Annual Reporting

1. Solar or Wind Power Equipment

(A) The grantee must annually provide to the District the amount of electricity generated (kW-hr) form the solar or wind power equipment for the duration of the project life.

2. Battery Charging Station

The grantee must annually provide to the District the following data for the entire project life:

(A) Qualitative description of public and private uses.

(B) Annual usage per charger (kW-hr) and the number of plug-in events.

(C) Any unscheduled downtime, including duration of downtime and caused of downtime.

3. Alternative Fueling Station

The grantee must annually provide to the District the following data for the entire project life:

(A) Annual usage (kilograms, standard cubic feet)

(B) Any unscheduled downtime, including duration of downtime and causes of downtime.

Attachment: Chapter10InfrastructureGuidelines (6512 : Carl Moyer Program (Year 23) State Reserve Funding)

COUNTY OF COLUSA, CA **8.2**

Request For County Board of Supervisors Action

MEETING DATE: **May 11, 2021**

DEPARTMENT: **Air Pollution Control**

FROM: **Don Kitamura**

SUBJECT: **Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities - Implementation and Enforcement Grant Amendment**

SITTING AS THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT

Adopt a Resolution of the Governing Board of the Colusa County Air Pollution Control District authorizing the District to extend the end date for the California Air Resources Board's Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities - Implementation and Enforcement Grant Agreement from June 30, 2021 to December 31, 2021 **Further**, authorize the Air Pollution Control Officer to sign the amended Grant Agreement with the **California Agency Air Resources Board**.

Detailed Description/Background of request

The Colusa County Air Pollution Control District received authorization from the District Board to enter in to a Memorandum of Agreement with the California Agency Air Resources Board (CARB) to implement and enforce the Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities, or the Oil and Gas Regulation. The Oil and Gas Regulation is designed to reduce methane emissions from oil and gas production, processing, storage, and transmission compressor stations. Regulated entities are required to take actions to limit intentional (vented) and unintentional (leaked or fugitive) emissions from equipment and operations.

The purpose of the Amendment, is to extend the Grant Agreement's end date of June 30, 2021 by six (6) months to December 31, 2021. The extension of the Grant Agreement will reduce grant processing issues for CARB and aligns the grant period with grant implementation and reporting requirements. All other terms and conditions of the Grant Agreement remain the same.

Prior Board Action

The Colusa County Air Pollution Control District Board adopted Resolution 21-002 on January 5, 2021 which authorized the Assistant Air Pollution Control Officer to the sign the Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities - Implementation and Enforcement Grant Agreement, effective January 1, 2021, with the California Air Resources Board and to execute all other necessary documents.

Fiscal Impact/Funding Source

There is no fiscal impact of the District and no matching fund requirements. The District has been allocated $50,000.00 to administer the program for the 2020-2021 fiscal year.

Action for the Clerk

Obtain necessary signatures and submit the Grant Agreement documents to Ms. Joelle Howe California Air Resources Board, Industrial Strategies Division, P.O. Box 2815, Sacramento, CA 95812. In addition, please submit an electronic copy to: joelle.howe@arb.ca.gov.

Obtain necessary signatures and send an electronic copy of the Grant Agreement amendment documents to dkitamura@countyofcolusa.com at the Colusa County Air Pollution Control District.

ATTACHMENTS:

- G20-OGG-03-1 Amend_signature (PDF)
- O&G Grant_Date_Extend_Resolution (DOCX)
- Grant Packet - Colusa (PDF)

STATE OF CALIFORNIA
California Environmental Protection Agency
California Air Resources Board
ASD/BCGB-337 (Rev 01/2021)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G20-OGG-03-1

NAME OF GRANT PROGRAM	
Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement	
GRANTEE NAME	
Colusa County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000508	TOTAL GRANT AMOUNT NOT TO EXCEED $50,000.00
START DATE: 1/1/2021	END DATE: ~~6/30/2021~~ **12/31/2021**

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and the Colusa County Air Pollution Control District (the "Grantee"). **The parties mutually agree to amend this Grant Agreement.**

The purpose of Amendment 1 is to extend the end date.

This Amendment extends the Grant Agreement's end date of June 30, 2021 by six (6) months.

The Grant Agreement term shall now be from January 1, 2021 through December 31, 2021.

All other terms and conditions remain the same.

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME		GRANTEE'S NAME (PRINT OR TYPE)	
California Air Resources Board		Colusa County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Branch Chief	DATE	TITLE Air Pollution Control Officer	DATE
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 100 Sunrise Boulevard, Suite A, Colusa, CA 95932	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM	PROJECT	ACTIVITY
$0.00	3510000D32	N/A	N/A
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	FUND TITLE		FUND N
$50,000.00	Cost of Implementation Fund		323
TOTAL AMOUNT ENCUMBERED TO DATE	(OPTIONAL USE)	CHAPTER	STATU
$50,000.00		6	202

APPR REF	ACCOUNT/ALT ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION	FISCAL YEAR (ENY)
001	5390900	39004100	12101	2020/21

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:	DATE
	03/29/2021

Attachment: G20-OGG-03-1 Amend_signature (6510 : Oil & Gas - Implementation and Enforcement Grant Amendment)

RESOLUTION NO. 21- _____

RESOLUTION OF THE GOVERNING BOARD OF THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT AUTHORIZING THE DISTRICT TO ACCEPT THE CALIFORNIA AIR RESOURCES BOARD'S GREENHOUSE GAS EMISSION STANDARD FOR CRUDE OIL AND NATURAL GAS FACILITIES – IMPLEMENTATION AND ENFORCEMENT GRANT AMENDMENT TO EXTEND THE AGREEMENT END DATE

WHEREAS, on March 23, 2017, the California Air Resources Board adopted California's Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities (the regulation) for owners and operators of crude oil and natural gas facilities as set forth in title 17, California Code of Regulation (CCR), sections 95665 to 95677;

WHEREAS, reducing methane emission from the oil and gas sector also reduces emissions of volatile organic compounds (VOCs) and toxic air contaminants, and can be designed consistently with efforts to control other air pollutants, including nitrogen oxides and particulate matter;

WHEREAS, the regulation is expected to reduce methane leaks for oil and gas operations in California by the equivalent of 1.4 million metric tons of carbon dioxide annually;

WHEREAS, the locating and repairing of leaks in oil and gas systems will provide additional benefits in reducing smog-causing chemicals; and

WHEREAS, the District entered into a Memorandum of Agreement with the California Air Resources Board regarding implementation and enforcement of greenhouse gas emission standards for crude oil and natural gas facilities on March 20, 2018.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Air Pollution District Board authorizes the Air Pollution Control Officer (APCO) to the sign the Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement Grant Agreement Amendment to extend the Grant end date by six (6) months to December 31, 2021, with the California Air Resources Board and to execute all other necessary documents.

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Attachment: O&G Grant_Date_Extend_Resolution (6510 : Oil & Gas - Implementation and Enforcement Grant Amendment)

PASSED AND ADOPTED this 27th day of April 2021, by the following vote:

AYES:

NOES:

ABSENT:

_____
Gary J. Evans, Board Chair

ATTEST: Wendy Tyler
Clerk to the Board of Supervisors

_____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
David Prentice, Interim County Council

Attachment: O&G Grant_Date_Extend_Resolution (6510 : Oil & Gas - Implementation and Enforcement Grant Amendment)

EXHIBIT A – Grant Provisions

A. The parties agree to comply with the requirements and conditions contained herein, as well as all commitments identified in the Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities implementation and enforcement as outlined in the Memorandum of Agreement between the California Air Resources Board and the Colusa County Air Pollution Control District (executed 4/19/2018).

B. GRANT SUMMARY AND AMENDMENTS (IF APPLICABLE)

Project Title: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement.

Grant Funding Amount: **$50,000.00**.

C. GRANT PARTIES AND CONTACT INFORMATION

This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to the Colusa County Air Pollution Control District (hereinafter referred to as Grantee).

1. The CARB Project Liaison is Joelle Howe. Correspondence regarding this project must be directed to:

   Ms. Joelle Howe
   California Air Resources Board
   Industrial Strategies Division
   PO Box 2815
   Sacramento, California 95812
   (916) 322-6349
   joelle.howe@arb.ca.gov

2. The Grantee Liaison is Don Kitamura. Correspondence regarding this project must be directed to:

   Mr. Don Kitamura
   Deputy APSO
   Colusa County Air Pollution Control District
   100 Sunrise Boulevard Suite A
   Colusa, California 95932
   (530) 458-0590
   dkitamura@countyofcolusa.com

Attachment: Grant Packet - Colusa (6510 : Oil & Gas - Implementation and Enforcement Grant Amendment)

D. SCOPE OF WORK

The Grantee shall implement and enforce the CARB Oil and Gas Regulation in the Colusa County Air Pollution Control District as follows:

1. Issue Notices of Violation (NOV) or other citations for violations of any portion of the CARB Oil and Gas Regulation;
2. Supply an accounting summary of funds expended; and
3. Establish and Maintain Project Records

   As further described below, records include, but are not limited to, Grantee financial and project records, including inspection reports, NOVs and their resolution and the amount of any penalties. All project records must be retained during the Grant period, and for three years after final payment under the Grant. Upon completion of the third year of record retention, the Grantee must submit all project records to CARB.

E. FISCAL ADMINISTRATION

1. Budget

a. The maximum amount of this Grant is $50,000.00. Under no circumstances will CARB reimburse the Grantee for more than this amount.

2. Project Funding

a. Project funds may be used for expenses related to the implementation and enforcement of the CARB Oil and Gas Regulation. Expenditures may include, but are not limited to new equipment purchases, database development, and personnel.

b. Year four funding for the implementation and enforcement of the CARB Oil and Gas Regulations will be disbursed upon receipt of the following:

i. Fully executed Grant Agreement;

ii. Annual Report Summary Template filled out with additional information attached hereto as Exhibit C between CARB and Colusa County Air Pollution Control District; and

iii. A completed Grant Disbursement request form for $50,000.00.

Attachment: Grant Packet - Colusa (6510 : Oil & Gas - Implementation and Enforcement Grant Amendment)

3. Suspension of Payments and Grant Termination

a. CARB reserves the right to terminate this Grant upon 30 days written notice to the Grantee. In case of early termination, the Grantee will submit a report covering activities up to, and including, the termination date and following the requirements specified herein and immediately return remaining funds.

b. CARB reserves the right to immediately terminate this Grant in accordance with Section I (General Grant Provisions, paragraph 23).

c. Upon termination, remaining Grant funds must be immediately returned to CARB.

4. Documentation of Administration Funds

Administrative costs include: the Grantee's personnel costs; fringe benefit costs; operating costs (including rent, supplies, and equipment); indirect costs (general administrative services, office space, and telephone services); travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)[3]; overhead; consultant fees (if pre-approved by CARB); and printing, records retention, and mailing costs.

a. The Grantee must maintain documentation of all project administration funds, including the following:

i. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff is devoted to project administration;

ii. Administration funds for subcontractor(s) must be documented with copies of the contract and invoices;

iii. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices;

iv. **Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees.** No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx. Reimbursement must be at the State travel and per diem amounts that

[3] Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

Attachment: Grant Packet - Colusa (6510 : Oil & Gas - Implementation and Enforcement Grant Amendment)

are current as of the date costs are incurred by the Grantee; and

b. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three years after full payment and completion of the grant.

F. PROJECT MONITORING

1. Meetings with CARB

a. Site visits: Site visits may be established by the CARB Project Liaison during the term of this grant.

G. DOCUMENTING EXPENDITURE OF STATE FUNDS

The Grantee must provide CARB with documentation accounting for the proper expenditure of CARB funds. The documentation must be provided with the Grant Disbursement Request Form.

H. OVERSIGHT AND ACCOUNTABILITY

The Grantee must comply with all oversight responsibilities identified herein.

1. CARB or its designee reserves the right to audit at any time during the duration of this grant the Grantee's costs of performing the grant and to refuse payment of any reimbursable costs or expenses that in the opinion of CARB or its designee are unsubstantiated or unverified. The Grantee shall cooperate with CARB or its designee including, but not limited to, promptly providing all information and documents requested, such as all financial records, documents, and other information pertaining to reimbursable costs, and any matching costs and expenses.

2. The Grantee shall retain all records referred to above and provide them for examination and audit by the State for a minimum of three years after full payment and completion of the grant.

3. The Grantee shall develop and maintain accounting procedures to track reservation and expenditures by grant award, fiscal year, and of all funding sources.

4. The Grantee shall store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection. Files must be retained for a minimum of three years after full payment and completion of the grant.

Attachment: Grant Packet - Colusa (6510 : Oil & Gas - Implementation and Enforcement Grant Amendment)

I. GENERAL GRANT PROVISIONS

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by all parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
2. **Assignment:** This Grant is not assignable by the Grantee, either in whole or in part, without the consent of CARB in the form of a formal amendment.
3. **Availability of funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
4. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee 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, Grantee agrees to include similar right of the State to audit records and interview staff in any Grant or Contract related to performance of this Agreement.
5. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
6. **Confidentiality:** No record that has been designated as confidential by CARB, shall be disclosed by the Grantee.
7. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
8. **Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.

Attachment: Grant Packet - Colusa (6510 : Oil & Gas - Implementation and Enforcement Grant Amendment)

9. **Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.

10. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

11. **Force majeure:** Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of when the force majeure even occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this contract. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.

    If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

12. **Governing law and venue:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

13. **Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee

Attachment: Grant Packet - Colusa (6510 : Oil & Gas - Implementation and Enforcement Grant Amendment)

must be responsible for any and all disputes arising out of its contract for work on the Project, including, but not limited to, payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

14. **Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.

15. **Independent contractor:** The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of CARB.

16. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its third party entities shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, religious creed, color, national origin, ancestry, physical disability, mental disability, sexual orientation, medical condition, (including HIV and AIDS), marital status, age (over 40) or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

17. **No third party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.

18. **Ownership:** All information or data received or generated by the Grantee under this Grant shall become the property of CARB. No information or data received or generated under this Grant shall be released without CARB approval.

Attachment: Grant Packet - Colusa (6510 : Oil & Gas - Implementation and Enforcement Grant Amendment)

19. **Personally Identifiable Information:** Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this Grant Agreement in perpetuity, and shall not release or publish any such information or data.

20. **Prevailing wages and labor compliance:** If applicable, the Grantee agrees to comply with all the applicable provisions of the California Labor Code pertaining to Public Works projects (Labor Code Sections 1720-1861) including those provisions requiring the payment of not less than the specified prevailing rate of wages as determined by the Director of the Department of Industrial Relations to workers employed in the performance of this Grant Agreement. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met.

21. **Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.

22. **Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

23. **Termination:** CARB may terminate this Grant Agreement by written notice at any time prior to completion of projects funded by this Grant Award, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement.

24. **Timeliness:** Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.

25. **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

Attachment: Grant Packet - Colusa (6510 : Oil & Gas - Implementation and Enforcement Grant Amendment)

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Attachment: Grant Packet - Colusa (6510 : Oil & Gas - Implementation and Enforcement Grant Amendment)

EXHIBIT B – Work Statement

Budget Summary (Attachment I)

Project Milestones and Disbursement Schedule (Attachment II)

Project Schedule (Attachment III)

Key Project Personnel (Attachment IV)

Attachment: Grant Packet - Colusa (6510 : Oil & Gas - Implementation and Enforcement Grant Amendment)

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Attachment: Grant Packet - Colusa (6510 : Oil & Gas - Implementation and Enforcement Grant Amendment)

EXHIBIT B, Attachment I

Budget Summary

Grantee: Colusa County Air Pollution Control District **Grant No.:** G20-OGG-03

Project: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement

Total Costs & Funding

Total Funding	
Funding Source	Amount
Cost of Implementation Fund (COI)	$50,000.00
Total Grant	$50,000.00

Attachment: Grant Packet - Colusa (6510 : Oil & Gas - Implementation and Enforcement Grant

Exhibit B, Attachment II

Project Milestones and Disbursement Schedule

Grantee: Colusa County Air Pollution Control District **Grant No.:** G20-OGG-03

Project: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement

Task	Description	Project Funds
1	Execute Grant	$
2	Submit prior year Annual Report	$
Total		$50,000.00

Implementation and Enforcement of CARB's Oil and Gas Regulation Budget

	Hours/Units	Annual Salary/Unit Cost	Total	Grant Funded
Direct Labor				
Classification A	**$**	**$**	**$**	**$**
Classification B	**$**	**$**	**$**	**$**
Classification C	**$**	**$**	**$**	**$**
Indirect Costs				
Overhead rate				**%**
Fringe Benefits			**$**	**$**
Direct Costs				
Travel			**$**	**$**
IT Systems, Equipment and Supplies			**$**	**$**
Office space			**$**	**$**
Total Costs			**$**	**$50,000.00**

Attachment: Grant Packet - Colusa (6510 : Oil & Gas - Implementation and Enforcement Grant

Exhibit B, Attachment

Project Schedule

Grantee: Colusa County Air Pollution Control District **Grant No.:** G20-OGG-03

Project: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement

Work Task	Timeline
Task 1 – Execute Grant Agreement	**January 1, 2021**
Task 2 – 2020 Annual Report Summary Due January 1, 2020 – December 31, 2020	**April 1, 2021**

Attachment: Grant Packet - Colusa (6510 : Oil & Gas - Implementation and Enforcement Grant

Exhibit B, Attachment IV

Key Project Personnel

Grantee: Colusa County Air Pollution Control District **Grant No.:** G20-OGG-03

Project: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement

Name	Position	Duties

Attachment: Grant Packet - Colusa (6510 : Oil & Gas - Implementation and Enforcement Grant

EXHIBIT C

Air District: Colusa County Air Pollution Control District
Reporting Period: 2020

Sample – Annual Report Summary

Summary of CARB Training

Type of Training	Dates Attended	Location	Number of District Staff attended
Regulation Training			
Detection Instrument Training			

Summary of Facilities/ Inspections/ Violations

	List of Facilities in District subject to CARB's Oil and Gas Methane Regulation that were inspected this year					Summary of Inspections			Summary of Notices of Violation						Comments
	CARB Facility ID (if any)	Owner/ Operator	Facility Name	Facility Type (drop down)	Location	Date of Inspection	Inspection # (if any)	Sources Inspected (drop down)	Date Violation Issued	Description of NOV (Regulation section violated)	NOV # (if any)	Resolution (yes/no) (if no, explain in comments)	Amount of Penalties (if any)	Other Required Remedies	Please add any explanatory comments in this section
1															
2															
3															
…															

To request an electronic version, please contact Lucy.Cheadle@arb.ca.gov

Attachment: Grant Packet - Colusa (6510 : Oil & Gas - Implementation and Enforcement Grant

Attachment: Grant Packet - Colusa (6510 : Oil & Gas - Implementation and Enforcement Grant

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COUNTY OF COLUSA, CA

9.1

Request For County Board of Supervisors Action

MEETING DATE: May 11, 2021

DEPARTMENT: County Counsel

FROM: Margaret Long

SUBJECT: Receive Presentation from County Counsel's Office regarding New Laws and Requirements Around Redistricting

Receive presentation regarding the redistricting process.

Detailed Description/Background of request
Margaret Long will provide a presentation on the redistricting taking place.

Prior Board Action
None

Fiscal Impact/Funding Source
Cost to County General Fund unknown at this time

Action for the Clerk
None.

ATTACHMENTS:

- Redistricting 101 - CW comments (PDF)

REDISTRICTING 101

MARGARET LONG, PRENTICE LONG, PC

Attachment: Redistricting 101 - CW comments (6575 : Presentation from County Counsel's

WHAT IS REDISTRICTING?

After the completion of the U.S. census every 10-years, public agencies with officers elected from geographical districts must “redistrict.” This requires review of the recent Census population data and, if necessary, adjustment of voting area boundaries to keep them as nearly equal in population as possible, allowing for certain variances due to geography, topography, communities of interest, etc., all as required in federal and California law.

Attachment: Redistricting 101 - CW comments (6575 : Presentation from County Counsel's

WHAT HAS CHANGED SINCE 2011?

EVERYTHING!

- Federal Law: Population Equality, Voting Rights Act, Gerrymandering
- State Law changes: Timing, Workload, Hearings, Public Outreach, Record Keeping
- AB 849: "the Board shall adopt supervisorial district boundaries using the following criteria as set forth in the following order of priority"
  - Geographically contiguous
  - "Communities of interest" remain together
  - Cities kept together
  - Easily identifiable
  - Compactness
  - No partisan gerrymandering

Attachment: Redistricting 101 - CW comments (6575 : Presentation from County Counsel's

TIMELINES DUE TO CENSUS DATA DELAY

- September 30, 2021 – Projected delivery date by Federal Government
- October 30, 2021 – Projected adjustment regarding prisoners in California
- November 5, 2021 – Maps can begin to be published

(A whole lot of stuff to be discussed in other slides)

- December 15, 2021 – Maps must be drawn and approved by County

Attachment: Redistricting 101 - CW comments (6575 : Presentation from County Counsel's

WHAT COUNTY NEEDS TO DO?

- Hold at least four public meetings (at least one before the draft maps are drawn, at least three after draft maps are drawn, and at least one on a Saturday, Sunday or Weekday after 6:00 p.m.)
  - Hearings can be virtual, as long as other requirements are met.
- Jurisdiction must encourage public participation
  - Website/Media (maintained for 10 years)
  - Publication requirements
    - Date, time and location of the hearings must be posted online at least 5 days before the hearing
  - Live translation (72 Hour Notice)
  - Testimony (live and in writing) from public (verbatim minutes)

Attachment: Redistricting 101 - CW comments (6575 : Presentation from County Counsel's

HOW DOES COUNTY WANT TO STRUCTURE THEIR REDISTRICTING COMMITTEE?

Election Code Section 23001: "A local jurisdiction may establish by resolution, ordinance or charter amendment an independent redistricting commission, a hybrid redistricting commission, or an advisory redistricting commission composed of residents of the local jurisdiction to change the legislative body's district boundaries or to recommend to the legislative body changes to those district."

Attachment: Redistricting 101 - CW comments (6575 : Presentation from County Counsel's

WHAT ARE OTHER COUNTIES DOING?

In-House	Advisory Committee	Independent Commission
Mono	Solano	Santa Barbara
Ventura	Alpine	
Contra Costa	Amador	
San Luis Obispo	Imperial	
Inyo	Santa Clara	
Kings	Yolo	
Merced	Stanislaus	
Ventura	Tulare	
Nevada	Riverside (Planning Commission)	
Napa	Shasta	
Kern	San Bernardino	
	Santa Cruz	
	San Mateo	

Attachment: Redistricting 101 - CW comments (6575 : Presentation from County Counsel's

WEBSITE

- Explanation of process
- Procedure for testifying/submitting written testimony
- Calendar (made available to public and on website)
- Notice and agenda for each workshop and hearing
- Recording
- All draft and adopted maps

Attachment: Redistricting 101 - CW comments (6575 : Presentation from County Counsel's

RECORD KEEPING

- Now need a record of every public comment and governing body made available to the public within two weeks of the comment, or hearing.
- These records must be stored for 10-years.
- Really important that County builds a record for every decisions they are making.

Attachment: Redistricting 101 - CW comments (6575 : Presentation from County Counsel's

Proposed Activity	Time
Proposed Board Training and Discussion	May 2021
Secure GIS and IT Contracts (if needed)	June 2021
Create Website and Public Outreach Plan	July 2021
Pre-Draft Map Public Hearing	August 2021
Receive Census Bureau Population Count Data	9/30/21
Receive SWDB Prison Adjusting	10/29/21
Publish Draft Maps	11/5/21
Public Hearings of Draft Maps	Two between 11/12 and 11/20
Publish Revised Maps	7 days prior to adoption
Final Hearing and Adoption	12/6/21 and 12/13/21
DEADLINE	12/15/21 – (E-174)

Attachment: Redistricting 101 - CW comments (6575 : Presentation from County Counsel's

COUNTY OF COLUSA, CA **10.1**

Request For County Board of Supervisors Action

MEETING DATE: **May 11, 2021**

DEPARTMENT: **County Administrative Office**

FROM: **Wendy Tyler**

SUBJECT: **Declare July 2, 2021 an additional paid holiday**

Declare July 2, 2021 a paid holiday and authorize all non-essential County offices to be closed for business on that day upon finding that this will provide a public purpose and encourage future productivity.

Detailed Description/Background of request

The Board of Supervisors has the ability to declare additional holidays provided they can make a finding that the paid time off serves a public purpose.

Many of our neighboring jurisdictions closed offices and sent employees home on paid leave during the early days of the COVID-19 Pandemic as they worked to develop and implement their response. The County of Colusa did not do so. Instead, we deemed every employee an essential employee. During the past 14 months of the pandemic the County of Colusa has remained open for business, with employees reporting to their normal duty locations, keeping County offices largely open, and providing normal and often times enhanced levels of service to our residents. For those employees who had to telework, there was no noticeable loss of productivity, and in fact, productivity was higher in some instances.

County employees have worked diligently during this very trying time. Implementing new ways of conducting businesses to make our citizens feel safe and performing new tasks to keep our buildings as sanitary as possible. In speaking with some department heads, I believe the employees of this organization are tired and in need of a well-deserved long weekend. Allowing them an additional day of paid time off will rejuvenate them, and encourage future productivity. It will also show them a small bit of appreciation for the work they have done over the past 14 months, to keep our County organization running, keeping our citizens served and safe. Accordingly, please designate Friday, July 2, 2021 as an additional paid County Holiday for every employee. This additional day will provide employees a 4-day weekend, due to the 4th falling on a Sunday, which makes Monday the 5th a holiday. Those employees working in essential offices, such as the jail, would be credited this additional time pursuant to the terms of their current memorandum of understanding.

Prior Board Action

The Board had previously confirmed Presidential or Gubernatorial Holidays.

Fiscal Impact/Funding Source

The cost of a single day's payroll is approximately $125,000. This is a budgeted cost in the FY2021/2022 budget and will not be an additional cost to the County.

Action for the Clerk

Provide CBO to Human Resources and Payroll.

COUNTY OF COLUSA, CA

13.1

Request For County Board of Supervisors Action

MEETING DATE: **May 11, 2021**

DEPARTMENT: **County Counsel**

FROM: **Margaret Long**

SUBJECT: **Conference with Labor Negotiators**

CONFERENCE WITH LABOR NEGOTIATORS
California Government Code §54957.6
Agency designated representatives: CAO, Personnel Director, County Counsel
Employee organization: DSA, Management, Misc. Unit, Prof./Admin Unit, Confidential Unit, Unrepresented Employees, Department Heads.

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk