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
FAX (530) 458-0510
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COLUSA COUNTY
Board of Supervisors

Agenda

March 30, 2021

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

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

NOTE: Those who are in a high risk category for severe illness from COVID-19 who need a reasonable accommodation to participate in the meeting via teleconference, pursuant to the Governor's Executive Order N-29-20 dated March 17, 2020 may use teleconferencing as follows:.

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

Phone: **1-916-246-0723**
Toll-Free: **1-800-356-8278**
Conference Code: **401978** **(Please mute your phone when you are not speaking)**
DO NOT PUT YOUR PHONE ON HOLD

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.

If you are attending via teleconference and would like to participate in the Public Comment portion of the meeting, or comment on a specific agenda item you can do so by **texting 530-501-3309** with your NAME and the Clerk will notify the Chair that you would like to comment. **Please wait for the Chair to recognize you before speaking**. *Remember to unmute your phone to speak.*

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of March 16, 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.'s 1 through 11.

1. BOARD OF SUPERVISORS
Approve the March 16, 2021 Board of Supervisors meeting minutes.

2. BOARD OF SUPERVISORS
Approve the March 24, 2021 Board of Supervisors Special meeting minutes.

3. SHERIFF/OES
Approve Spending Plan for CalOES FY2020 Emergency Management Performance Grant Program- Supplemental (EMPG-S).

4. HEALTH AND HUMAN SERVICES/PUBLIC HEALTH
Approve amendment to agreement (No. 17-10312) with **California Department of Public Health (CDPH)** for vaccination coverage for the public to increase the grant by $39,696 for FY 2020-21.

5. HEALTH AND HUMAN SERVICES/WELFARE ADMINISTRATION
Approve Work Order Agreement Amendment 1 with **Public Health Foundation Enterprises, Inc. DBA Heluna Health**, for Covid-19 mitigation in Colusa County, effective May 1, 2020.

6. HEALTH AND HUMAN SERVICES/HEALTH DEPARTMENT
Approve Memorandum of Understanding and addendum with the **California Government Operations Agency** to provide for COVID-19 vaccinations, and authorize County Administrative Officer to sign.

7. AG COMMISSIONER
Approve contract with **California Rice Commission,** for rice pesticide surveillance, effective May 1, 2021 and authorize the County Agricultural Commissioner to sign.

8. PURCHASING AND PROCUREMENT/SUBSTANCE ABUSE
Approve Second Modification to C19-170 with Stacy Johnson dba **Johnson's House of Sobriety** for clean and sober transitional living facility services, effective January 1, 2021.

9. PURCHASING AND PROCUREMENT/PSPS RESILIENCY GRANT
Approve the purchase of two Generac Mobile Light Towers from Holt of California and authorize Purchasing Agent to sign Purchase Order.

10. PUBLIC WORKS/REGIONAL TRANSPORTATION
Approve Fourth amendment to the Joint Powers Agreement (JPA) (C06-001) with the **City of Colusa and the City of Williams** to provide for transportation/transit service within the County.

11. COUNTY ADMINISTRATIVE OFFICE
Approve Letter Opposing Changes to California Code of Regulations, Title 17, Section 7000, 7002 and 7014 regarding Syringe Exchange Program Regulations.

END OF CONSENT AGENDA

IV. HUMAN RESOURCES/PROBATION
1. Approve the revised job description for the Work Crew Supervisor classification.

HUMAN RESOURCES/BEHAVIORAL HEALTH
2. Approve the revised job description for the Medical Billing Specialist classification.

HUMAN RESOURCES/AG COMMISSIONER
3. Approve the revised job description for the Assistant Agricultural Commissioner and Sealer of Weights and Measures classification.

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

V. HEALTH AND HUMAN SERVICES/WELFARE ADMINISTRATION
1. Approve joint letter with Partnership HealthPlan of California and 9 other counties to the California Department of Health Care Services (DHCS) indicating Colusa County's intent to transition to a Partnership Health Plan Medi-Cal Managed Care Plan (MCP). **(Tabled from the March 16, 2021 meeting)**

VI. AUDITOR
1. Approve Special Claims.

VII. COMMUNITY DEVELOPMENT DEPARTMENT/WATER RESOURCES
1. Receive 2020 Annual Report from the Colusa County Groundwater Commission.

2. Adopt a Resolution of Intent for the temporary sale and transfer of a portion of the County's Central Valley Project contracted water.

VIII. COUNTY ADMINISTRATIVE OFFICE/RISK MANAGEMENT
1. Presentation on Loss Prevention and Safety activities.

IX. BOARD OF SUPERVISORS

1. Approve agreement with **Glenn-Colusa Irrigation District** for shared maintenance work involving bridges and conduits on or near county roadways, effective March 30, 2021.

X. SUPERVISORS' REPORTS OR COMMENTS

XI. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

XII. CLOSED SESSION/COUNTY COUNSEL

1. LIABILITY CLAIM
   California Government Code section 54956.95
   Claimant: Kelly McDowell

XIII. BOARD OF SUPERVISORS

1. County Mandated Safety Training for the Board members.

ADJOURN

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: **March 30, 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:	**March 30, 2021**
DEPARTMENT:	**Administration**
FROM:	**MinuteTraq Admin**
SUBJECT:	**Approve the March 16, 2021 Board of Supervisors meeting minutes**

Approve the March 16, 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:

- 03-16-21 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
Denise J. Carter, District V

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COLUSA COUNTY
BOARD OF SUPERVISORS

Minutes

March 16, 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 16th day of March 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:
Marcos Kropf, County Counsel's Office.
Wendy G. Tyler, Ann Nordyke, Melissa Kitts, CAO, Clerk of the Board.
Jolene Church, Human Resources Department.
Greg Plucker, Community Development Department.
Mike Azevedo, Public Works Department.
Kaline Moore, CAO's Office.
Anastacia Allen, Ag Commissioner's Office.
Bonnie Briscoe, Audrey Uhring, Behavioral Health Department.
Jose Ruiz, Mathew Purcell, Sheriff's Office.
Michael West, Colusa County Office of Education.
Ben Sitter, Cal Fire.
Alfred Sellers, Jr., Williams City Council.
Denise Conrado, Colusa City Council.
Collin Larson, Viive Events, LLC.
Susan Meeker, Pioneer Review.

Present via Teleconference:
Elizabeth Kelly, Health and Human Services Department.
Nadia Pugh, California Health and Wellness.
Rose Gallo-Vasquez, Clerk-Recorder's Office.
Kathy Walker, Ampla Medical Center.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

None.

Attachment: 03-16-21 Minutes (6458 : Approve the March 16, 2021 Board of Supervisors meeting minutes)

REPORT OUT OF MARCH 2, 2021 CLOSED SESSION

1. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

California Government Code 54957. Counsel states there's no reportable action.

2. EMPLOYEE PERFORMANCE EVALUATION

California Government Code section 54957(b). Title: County Administrative Officer. Counsel states there's no reportable action.

ANNOUNCEMENT OF CLOSED SESSION

Mr. Kropf announces Closed Session items as follows:

1. EMPLOYEE PERFORMANCE EVALUATION
   California Government Code section 54957(b). Title: County Administrative Officer.

I. HEALTH AND HUMAN SERVICES/PUBLIC HEALTH

1. Update on the COVID-19 Pandemic.

Comments received from Ms. Kelly, Mr. West, and Mr. Sellers.

II. STAFF REPORTS

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

Employee	Department
Patricia Acevedo	DHHS
Adriana Acosta	DHHS
Josefina Camacho	DHHS
Alejandra Caudillo	DHHS
Tiffany Dooley	DHHS
Frances Falletta	DHHS
Jesica Rico	DHHS
Luis Salgado	DHHS
Theresa Thurman	DHHS
Stacy Woods	DHHS
Paul Spencer	Probation
Gerardo Aceves	Sheriff - Jail
David Alvarado	Sheriff - Jail
John Ascencion	Sheriff
David Breton	Sheriff - Jail
Irma Cull	Sheriff - Jail
Britney Cunningham	Sheriff - Jail
Pauline Frances	Sheriff - Jail
Cameron Kelso	Sheriff - Jail
Keri King	Sheriff - Jail
Naborina Medina	Sheriff - Jail
Rowdy Piper	Sheriff
Andrea Wiyrick	Sheriff - Jail
Martin Bersola	Transit
Brooke Luna	Transit

Attachment: 03-16-21 Minutes (6458 : Approve the March 16, 2021 Board of Supervisors meeting minutes)

Alan McDowell	Transit
Kevin Scott	Transit
Darnell Sines	Transit
Peggy Smith	Transit
Cindy Vaughn	Transit

The card selected for a $25.00 gift certificate to a Colusa County vendor for February is Paul Spencer.

Mr. Plucker provides an update on the new permit portal which will be launching April 1, 2021.

Ms. Allen states a press release from the USDA was distributed regarding disaster relief funding available to local farmers impacted by drought conditions.

Ms. Tyler states that the County will be holding a joint training with local law enforcement and Trindel, which will be the first in-person training in over a year.

Ms. Gallo-Vasquez provides an update regarding moving special district elections to even years in efforts to increase participation and cost savings. She further states that Resolutions regarding these changes and Landowner elections will be coming before the Board soon.

9:37 a.m. (9:30 a.m. Item on Agenda)

PUBLIC HEARING

Chair Evans makes time for a Public Hearing to consider the issuance of an assembly license for Viive Events LLC, for a lantern festival to be held in the Spring of 2021 located at the East Park Reservoir subject to any conditions imposed by the Board.

Comments received by Mike Azevedo, Mr. Larson, Mr. Kropf, and Ms. Tyler.

9:55 a.m. Chair Evans opens the Public Hearing and calls for public comment.

Comments received by Mr. Sellers and Mr. Sitter.

10:07 a.m. Chair Evans calls for further public comment and hearing none, Chair Evans closes the Public Hearing.

PUBLIC WORKS/ROAD DEPARTMENT/EAST PARK RESERVOIR

1. Issue an assembly license for Viive Events LLC, for a lantern festival to be held in the Spring of 2021 located at the East Park Reservoir, adding condition that the Event Producers will comply with all state, federal, and local laws and regulations including regulations and guidance to reduce or mitigate the spread or exposure to Covid-19.

RESULT:	**APPROVED [3-2]**
MOVER:	Corona
SECONDER:	Boes
AYES:	Boes, Evans, Corona
NOES:	Smith, Carter

Attachment: 03-16-21 Minutes (6458 : Approve the March 16, 2021 Board of Supervisors meeting minutes)

CONSENT AGENDA

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

Supervisor Smith requests Item No. 6 be pulled and Ms. Tyler requests that Item No. 9 be pulled and considered separately.

Chair Evans so directs.

Approve Consent Agenda Items No.'s 1 through 5, 7, 8, and 10 through 11.

1. BOARD OF SUPERVISORS
Approve the March 2, 2021 Board of Supervisors meeting minutes.

2. TREASURER
Accept February 28, 2021 Treasury Monthly Investment Report as presented.

3. PRINCETON CEMETERY DISTRICT
Approve Conflict of Interest Code for the Princeton Cemetery District.

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

5. COUNTY COUNSEL/AIRPORT
Adopt **Resolution No. 21-011** approving modified Airport Advisory Committee bylaws correcting the member term of office and clarifying bylaw revision language.

7. COUNTY COUNSEL
Ratify Contract No. **C21-033** for professional services with **Downey Brand** effective March 2, 2021.

8. SHERIFF
Adopt **Resolution No. 21-012** authorizing the Sheriff to receive grant funding from the Off-Highway Vehicle Grant or Cooperative Agreement Program and to accept any awarded funds subject to Board approval.

10. PURCHASING AND PROCUREMENT/MENTAL HEALTH
Approve Contract No. **C21-034** Fourth Modification to Contract C18-077 with **Skyway House, Inc.** for alcohol/drug abuse treatment residential treatment services.

11. PURCHASING AND PROCUREMENT/BUILDING & GROUNDS
Approve Contract No. **C21-035** Third Modification to Agreement with **AirCon Energy, Inc.** for installation of energy efficiency projects at County facilities.

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

Attachment: 03-16-21 Minutes (6458 : Approve the March 16, 2021 Board of Supervisors meeting minutes)

Chair Evans makes time for Consent Item No. 6.

6. COUNTY COUNSEL/AIRPORT

Approve Contract No. **C21-036** ground lease with **R.S. Gimblin** at County Airport for Hanger 24, effective April 1, 2021 subject to payment of $213.05 representing the rental value from November 2020 through March 2021 to the County.

Comments received by Mr. Kropf, Ms. Tyler, and Mr. Azevedo.

RESULT:	**APPROVED [4-1]**
MOVER:	Smith
SECONDER:	Corona
AYES:	Boes, Smith, Evans, Corona
NOES:	Carter

Chair Evans makes time for Consent Item No. 9.

9. HEALTH AND HUMAN SERVICES/WELFARE ADMINISTRATION

Approve joint letter with Partnership HealthPlan of California and 9 other counties to the California Department of Health Care Services (DHCS) indicating Colusa County's intent to transition to a Partnership Health Plan Medi-Cal Managed Care Plan (MCP).

Comments received by Ms. Tyler, Ms. Pugh, and Ms. Walker.

TABLED:	**ITEM TABLED UNTIL THE MARCH 30, 2021 MEETING**

Chair Evans declares a recess at 10:30 a.m. and reconvenes at 10:40 a.m. with all Supervisors present.

Present: Marcos Kropf, County Counsel's Office.
Wendy G. Tyler, Ann Nordyke, Melissa Kitts, CAO, Clerk of the Board.
Jolene Church, Human Resources Department.
Mike Azevedo, Public Works Department.
Kaline Moore, CAO's Office.
Anastacia Allen, Ag Commissioner's Office.
Bonnie Briscoe, Audrey Uhring, Behavioral Health Department.
Denise Conrado, Colusa City Council.
Susan Meeker, Pioneer Review.

IV. HUMAN RESOURCES

1. Adopt revised Job Class Table reflecting all classification range changes for the period of October 1, 2020 through January 1, 2021 with an effective date of January 1, 2021.

Comments received by Ms. Church.

Attachment: 03-16-21 Minutes (6458 : Approve the March 16, 2021 Board of Supervisors meeting minutes)

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

HUMAN RESOURCES

2. Approve an exception to the 28 hour per week limitation on Extra Help hires to address the increased workload due to existing vacancies and higher workload demand on staff in the Ag Department during peak season.

Comments received by Ms. Church and Ms. Allen.

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

V. AUDITOR

1. Approve Special Claims as Follows:

Claim #	Fund/Department	Vendor	Amount
642513	ROAD	TEICHERT CONSTRUCTION	$64,044.77

Comments received by Ms. Tyler.

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

VI. COMMUNITY DEVELOPMENT DEPARTMENT/PLANNING AND BUILDING

1. Acknowledge receipt of the 2020 Annual General Plan Progress Report.

Comments received by Mr. Plucker.

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

VII. COUNTY ADMINISTRATIVE OFFICE

1. Approve Contract No. **C21-037** with **Noel J. O'Neill**, LMFT to provide Interim Behavioral Health Services Director services.

Comments received by Ms. Tyler.

Attachment: 03-16-21 Minutes (6458 : Approve the March 16, 2021 Board of Supervisors meeting minutes)

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

2. Approve Contract No. **C21-038** for Legal Services with **Prentice/Long P.C.** for Interim County Counsel Services.

Comments received by Ms. Tyler.

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

VIII. BOARD OF SUPERVISORS

1. Approve a Memo declining to authorize the issuance of a Tax Revenue Anticipation Note (TRAN) for Maxwell Unified School District.

Comments received by Ms. Tyler.

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

2. Adopt a Proclamation acknowledging Marcos Kropf for his dedication and years of service to the County.

Comments received by Mr. Kropf.

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

IX. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Boes

Meetings/functions attended:

- COVID Briefings
- Yolo Housing Authority meeting
- LAFCo meeting
- GCID Ad-Hoc meeting
- Karen's House meeting
- NACo Legislative Conference

Supervisor Carter

Meetings/functions attended:

- CSAC Rural Caucus COVID Working Group meetings
- COVID Briefings

Attachment: 03-16-21 Minutes (6458 : Approve the March 16, 2021 Board of Supervisors meeting minutes)

NCWA Board meeting
NACo EELU Committee meeting
RCRC Board of Directors meeting
RCRC ESJPA Board meeting
LAFCo meeting
Colusa Groundwater Authority Subcommittee meeting
Airport Advisory Committee meeting

Supervisor Corona
Meetings/functions attended:
COVID Briefings
LAFCo meeting
Budget Ad-Hoc Committee meeting
Cowboy Ride for Fallen Deputy Gibson
Constituent calls

Supervisor Smith
Meetings/functions attended:
COVID Briefings
CSAC New Supervisor's Institute
Meeting with Kevin Kiley
CEDC meeting
Behavioral Health Board meeting
Sierra-Sac Valley EMS meeting
North Central Counties Consortium meeting

Supervisor Evans
Meetings/functions attended:
Sites meetings
Meeting with Mr. Plucker and Supervisor Corona
GCID meeting
CEDC meeting
Budget Ad-Hoc Committee meeting
Agenda Review

X. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Ms. Tyler states the Bill regarding the Road Commissioner is still in Committee.

Supervisor Carter states the Board has been approached by Gallagher's office requesting a letter in regards to needle exchange programs, which will be brought before the Board at the next meeting.

Supervisor Boes states that the Fish and Game Commission may be requesting a letter requesting support for issues pertaining to firearms.

Ms. Tyler states that Budget instructions have been distributed.

Attachment: 03-16-21 Minutes (6458 : Approve the March 16, 2021 Board of Supervisors meeting minutes)

XI. CLOSED SESSION/COUNTY COUNSEL

1. EMPLOYEE PERFORMANCE EVALUATION

California Government Code section 54957(b). Title: County Administrative Officer.

Chair Evans adjourned the meeting at 11:10 a.m. to reconvene in Regular Session on March 30, 2021 at the hour of 9:00 a.m.

_____
Gary J. Evans, Chair

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

BY_____
Melissa Kitts, Deputy Clerk

Attachment: 03-16-21 Minutes (6458 : Approve the March 16, 2021 Board of Supervisors meeting minutes)

COUNTY OF COLUSA, CA **3.2**

Request For County Board of Supervisors Action

MEETING DATE:	**March 30, 2021**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Melissa Kitts**
SUBJECT:	**Approve the March 24, 2021 Board of Supervisors Special meeting minutes**

Approve the March 24, 2021 Board of Supervisors Special 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:

- 03-24-21 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
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
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COLUSA COUNTY
BOARD OF SUPERVISORS

Special Meeting Minutes

March 24, 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 Special Session this 24th day of March 2021 at the hour of 12:00 p.m. Present: Supervisors Daurice K. Smith, J. Merced Corona, and Gary J. Evans. Present via Teleconference: Supervisors Kent S. Boes and Denise J. Carter.

Present: Jennifer Sutton, County Counsel's Office.
Wendy G. Tyler, Ann Nordyke, Melissa Kitts, CAO, Clerk of the Board.
Mike Azevedo, Public Works Department.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

None.

I. PURCHASING AND PROCUREMENT

1. Find that the failure of a culvert on Maxwell Road creates an emergency and repairs will not permit delay resulting from a competitive solicitation for bids; **further**

Authorize the Purchasing Agent and Director of Public Works to procure the necessary equipment, services, and supplies for the repair of Maxwell Road, without giving notice for bids to let contracts.

Comments received by Ms. Tyler and Mr. Azevedo.

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

Attachment: 03-24-21 Minutes (6484 : Approve the March 24, 2021 Board of Supervisors Special meeting minutes)

Chair Evans adjourned the meeting at 12:11 p.m. to reconvene in Regular Session on March 30, 2021 at the hour of 9:00 a.m.

_____
Gary J. Evans, Chair

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

BY_____
Melissa Kitts, Deputy Clerk

Attachment: 03-24-21 Minutes (6484 : Approve the March 24, 2021 Board of Supervisors Special meeting minutes)

COUNTY OF COLUSA, CA **3.3**

Request For County Board of Supervisors Action

MEETING DATE: **March 30, 2021**

DEPARTMENT: **Sheriff**

FROM: **Janice Bell**

SUBJECT: **Spending Plan for CalOES FY2020 Emergency Management Performance Grant Program-Supplemental (EMPG-S)**

Approve Spending Plan for CalOES FY2020 Emergency Management Performance Grant Program- Supplemental (EMPG-S).

Detailed Description/Background of request

CalOES FY2020 EMPG-S grant for the purpose of COVID preparedness and response was awarded to County OES 12/14/2020 in the amount of $76,688. Wish list of equipment & supplies collected from Risk Management & Public Health to add to first responder and public PPE (personal protective equipment) needs to compile Spending Plan, attached herein. All funds must be expended and vendors paid by end of Grant Award Period, 10/26/2021.

Prior Board Action

Resolution No. 20-049 authorizing Sheriff/OES Director to apply for funds adopted 11/10/2020

Fiscal Impact/Funding Source

$76,688 with no cost match. All funds must be expended by 10/26/2021.

Action for the Clerk

ATTACHMENTS:

- EMPG-S Signature Resolution No. 20-049 (PDF)
- EMPG-S Spending Plan (PDF)

RESOLUTION NO. 20-049
RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE COLUSA COUNTY SHERIFF-CORONER/OES DIRECTOR AND HIS DESIGNEE TO EXECUTE ANY DOCUMENTS NECESSARY TO APPLY FOR GRANT FUNDS UNDER THE EMERGENCY MANAGEMENT PERFORMANCE GRANT – COVID-19 SUPPLEMENTAL GRANT PROGRAM

WHEREAS, the Federal Emergency Management Agency (FEMA) made available for fiscal year 2020 an Emergency Management Performance Grant – COVID-19 Supplemental program (EMPG-S) to assist states, territories, tribes, and local governments with their public health and emergency management activities supporting the prevention of, preparation for, and response to the ongoing Coronavirus Disease 2019 public health emergency;

WHEREAS, FEMA's EMPG-S program and grant fund distribution are administered through the Governor's Office of Emergency Services (CalOES).

WHEREAS, the County wants to participate in the EMPG-S program;

WHEREAS, CalOES requires that the Board of Supervisors provide authorization for any grant application under the EMPG-S program, and

WHEREAS, in the past the Colusa County Sheriff-Coroner/OES Director, or OES Coordinator have been responsible for submitting applications under Emergency Management Performance Grant programs and the Board wants to authorize them to submit grant applications on behalf of the County.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Sheriff-Coroner/OES Director and his designee are authorized to execute for and on behalf of the County of Colusa through its Office of Emergency Services any documents necessary to apply for federal financial assistance provided by FEMA or the Federal Department of Homeland Security, sub-granted through the State of California Office of Emergency Services under the Emergency Management Performance Grant – COVID-19 Supplemental program (EMPG-S).

PASSED AND ADOPTED this 10th day of November, 2020 by the following vote:

AYES: Supervisors Kent S. Boes, John D. Loudon, Gary J. Evans, J. Merced Corona and Denise J. Carter.

NOES: None.
ABSENT: None.

Denise J. Carter, Board Chair

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

By _____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Marcos A. Kropf, County Counsel

Attachment: EMPG-S Signature Resolution No. 20-049 (6419 : Spending Plan for FY2020 EMPG-Supplemental)

		$76,688
Detailed Description	Agency	Total Cost
Purchase 15 Automated External Defibrillators including storage cases, training equipment, adult pads and signage to be stationed strategically throughout the county for defibrillation use	All to County Risk Management for placement throughout County Offices	29,751
Purchase 200 boxes of 100 each Biomedical Non-sterile Gloves, various sizes for personal protection	100 boxes Risk Mgmt; 100 boxes CCSO for disbursement	2,780
Purchase 25 Disinfection/Antiseptic Supply Stations with Gel Hand Sanitizer to be strategically placed throughout the county for personal decontamination	15 wall mount dispensers, 10 stand dispensers with sanitizer for Risk Mgmt; 25 refills for CCSO (no dispensers)	5,634
Purchase 12 cases of 25 each, liquid splash protective garments (Tyvek suits with hoods and booties,) various sizes for personal protection	4 cases to Risk Mgmt; 8 cases CCSO for disbursement	2,490
Purchase 100 Disposable Splash Protective Gowns for personal protection	50 each to Risk Mgmt; 50 CCSO for disbursement	307
Purchase 30 cases of 50 each Disposable Non-surgical Masks for personal protection	20 cases to Risk Mgmt; 10 to CCSO for disbursement	1,062
Purchase 30 cases of 10 each clear, Full-face Shields for personal protection	20 cases to Risk Mgmt; 10 cases to CCSO for disbursement	615
Purchase One 8,000 Watt Gas Generator for Public Health	To Public Health	1,754

Attachment: EMPG-S Spending Plan (6419 : Spending Plan for FY2020 EMPG-Supplemental)

Purchase Five Microsoft Surface Pro 7 tablets, including accessories for Public Health	To Public Health	7,369
Purchase Five Fingertip Pulse Oximeters	To Public Health	570
Purchase one storage system (shelving and cabinet) for Public Health	To Public Health	767
Public Health to purchase One Automated External Defibrillator	To Public Health	1,550
Purchase Four sets of Stainless Trays for Public Health	To Public Health	125
Purchase Four Rolling Storage Carts for Public Health	To Public Health	2,565
Purchase One Vital Signs Monitor for Public Health	To Public Health	1,299
Public Health to purchase 1 set of Biohazard Disposal Supplies	To Public Health	410
Public Health to purchase One All-in-One Printer	To Public Health	429
Purchase Ten Public Access Control Barrier Stanchions with Retractible Belts for Public Health	To Public Health	1,395
Purchase One Portable Fuel-powered Forced-Air Heater for Public Health	To Public Health	350

Attachment: EMPG-S Spending Plan (6419 : Spending Plan for FY2020 EMPG-Supplemental)

Purchase One Medical Supply Refrigeration Unit with Monitoring for Public Health	To Public Health	15,000
Purchase Twelve Water-permeable Body Bags for use by Coroner Operations	To Sheriff's Office	466

Attachment: EMPG-S Spending Plan (6419 : Spending Plan for FY2020 EMPG-Supplemental)

COUNTY OF COLUSA, CA **3.4**

Request For County Board of Supervisors Action

MEETING DATE:	**March 30, 2021**
DEPARTMENT:	**Health and Human Services**
FROM:	**Kirill Obraztsov**
SUBJECT:	**Agreement Amendment with California Department of Public Health Immunization Branch**

Approve amendment to agreement (No. 17-10312) with **California Department of Public Health (CDPH)** for vaccination coverage for the public to increase the grant by $39,696 for FY 2020-21.

Detailed Description/Background of request

The funding agreement #17-10312, A02 for 7/1/17-6/30/22 has been updated to reflect an increase in funding in the amount of $39,696 for FY2020-21 to augment and enhance efforts around influenza vaccination coverage as well as perform COVID-19 vaccination planning and implementation.

The Public Health (PH) Division of the Department of Health and Human Services (DHHS) was awarded funding from CDPH to develop and implement the Immunization Program. DHHS' Public Health Division is responsible for helping to ensure the health and safety of Colusa County residents. Fulfillment of this responsibility includes provision of preventative immunizations and efforts to offer flu vaccination services in the schools and to the public.

The fully executed original contract (C18-039) is on file in the Board Clerk's Office, but is not provided here due to the size of the document. Rather we have provided the portion of the agreement that pertains to the services being provided.

Prior Board Action

C13-257, C15-166, C18-039

Fiscal Impact/Funding Source

No impact on county General Fund as this is a revenue agreement.

Action for the Clerk

Please have Board chair sign two copies of the Amended Grant Agreement. Please send one (1) signed copy of the Agreement and one (1) signed copy of the Board Resolution/Order/Motion, ordinance or other similar document authorizing execution of the Agreement electronically to the Immunization Branch to Roland.Rafol@cdph.ca.gov

<mailto:Roland.Rafol@cdph.ca.gov> . Please send other copy to Kirill Obraztsov at DHHS for department records.

ATTACHMENTS:

- 17-10312 A02 - cdph1229A - Colusa County (PDF)
- C18-039 partial (PDF)

CALIFORNIA IMMUNIZATION PROGRAM

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

Colusa County Department of Health and Human Services, hereinafter "Grantee"

Implementing the project, "To assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases (VPDs) in the local health jurisdiction (LHJ)," hereinafter "Project"

AMENDED GRANT AGREEMENT NUMBER 17-10312, A02

The Department amends this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380 of the Health & Safety Code, which requires immunizations against childhood diseases prior to school admittance and Federal Grant numbers 6 NH23IP922612-01-01, 5 NH23IP922612-02-00 and 6 NH23IP922612-02-01.

PURPOSE FOR AMENDMENT: The purpose of the Grant amendment is to increase funding in the amount of $39,696 for FY2020-21 to augment and enhance efforts around influenza vaccination coverage as well as perform Coronavirus Disease 2019 (COVID-19) vaccination planning and implementation.

Amendments are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

AMENDED GRANT AMOUNT: this amendment is to increase the grant by $39,696 and is amended to read: **$214,421 (Two Hundred Fourteen Thousand Four Hundred Twenty-One dollars)** ~~$174,725 (One Hundred Seventy-Four Thousand Seven Hundred Twenty-Five Dollars)~~

Exhibit B – Budget Detail and Payment Provisions, paragraph 4.A is hereby replaced as shown below.

4. Amounts Payable

   A. The amounts payable under this Grant shall not exceed ~~$174,725~~ **$214,421**.

Attachment: 17-10312 A02 - cdph1229A - Colusa County (6425 : Colusa County DHHS Immunization Program)

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health, Immunization Branch	**Grantee: Colusa County Department of Health and Human Services**
Name: Noemi Marin	Name: Constance Rios, Public Health Nurse
Address: 850 Marina Bay Pkwy., Bldg. P, 2nd Fl.	Address: 251 E. Webster Street
City, ZIP: Richmond, CA 94804	City, ZIP: Colusa, CA 95932
Phone: (510) 620-3737	Phone: (530) 458-0380
Fax: (510) 620-3774	Fax: (530) 458-4136
E-mail: noemi.marin@cdph.ca.gov	E-mail: constance.rios@countyofcolusa.org

Direct all inquiries to:

California Department of Public Health, Immunization Branch	**Grantee: Colusa County Department of Health and Human Services**
Attn.: Roland Rafol	Attn.: Constance Rios, Public Health Nurse
Address: 850 Marina Bay Pkwy., Bldg. P, 2nd Fl.	Address: 251 E. Webster Street
City, Zip: Richmond, CA 94804	City, Zip: Colusa, CA 95932
Phone: (510) 412-6053	Phone: (530) 458-0380
Fax: (510) 620-3774	Fax: (530) 458-4136
E-mail: roland.rafol@cdph.ca.gov	E-mail: constance.rios@countyofcolusa.org

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: Colusa County Department of Health and Human Services
Attention "Cashier":
Address: 251 E. Webster Street
City, Zip: Colusa, CA 95932
Phone: (530) 458-0380
Fax: (530) 458-4136
E-mail: constance.rios@countyofcolusa.org

Attachment: 17-10312 A02 - cdph1229A - Colusa County (6425 : Colusa County DHHS Immunization Program)

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party. Said changes shall not require an amendment to the agreement. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form which can be requested through the CDPH Project Representatives for processing.

All other terms and conditions of this Grant shall remain the same.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

Gary J. Evans, Chairperson
Colusa County Department of Health and Human Service
547 Market Street
Colusa, CA 95932

Date: _____

Jeff Mapes, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262, MS 1802
P.O. Box 997377
Sacramento, CA 95899-7377

Attachment: 17-10312 A02 - cdph1229A - Colusa County (6425 : Colusa County DHHS Immunization Program)

CALIFORNIA IMMUNIZATION PROGRAM

RFA # 17-10072 Immunization Local Assistance Grant

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

Colusa County Department of Health and Human Services, hereinafter "Grantee"

Implementing the project, "To assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases (VPDs) in the local health jurisdiction (LHJ)," hereinafter "Project"

GRANT AGREEMENT NUMBER 17–10312

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380 of the Health & Safety Code, which requires immunizations against childhood diseases prior to school admittance and Federal Grant number 5NH23IP000717-05-00.

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to assist LHDs in preventing and controlling VPDs in the LHJ. The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

Related Statutes
California Health & Safety Code sections:

- 120130 requires the Local Health Officers to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officers to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to child care facilities and schools.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed One Hundred Eighty One Thousand Two Hundred Fifty dollars ($181,250).

Attachment: C18-039 partial (6425 : Colusa County DHHS Immunization Program)

TERM OF GRANT: The term of the Grant shall begin on July 1, 2017, and terminates on June 30, 2022. No funds may be requested or invoiced for work performed or costs incurred after June 30, 2022.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: Colusa County Department of Health and Human Services
Immunization Branch Name: Roland Rafol	Name: **Constance Rios, Public Health Nurse**
Address: 850 Marina Bay Pkwy., Bldg. P, 2nd Floor	Address: 251 E Webster Street
City, ZIP: Richmond, CA 94804	City, ZIP: Colusa, CA 95932
Phone: (510) 412-6053	Phone: (530) 458-0380
Fax: (510) 620-3774	Fax: (530) 458-4136
E-mail: Roland.Rafol@cdph.ca.gov	E-mail: Constance.rios@countyofcolusa.org

Direct all inquiries to:

California Department of Public Health, Immunization Branch	**Grantee:** Colusa County Department of Health and Human Services
Attention: Cindy Klaisle, Senior Field Representative	Attention: Constance Rios, Public Health Nurse
Address: C/O Placer County Health & Human Services 11484 B Avenue	Address: 251 E Webster Street
City, Zip: Auburn, CA 94603	City, Zip: Colusa, CA 95932
Phone: (530) 886-3679	Phone: (530) 458-0380
Fax: (530) 886-3670	Fax: (530) 458-4136
E-mail: Cindy.Klaisle@cdph.ca.gov	E-mail: Constance.rios@countyofcolusa.org

Either party may change its Project Representative upon written notice to the other party.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Grant by this reference:

Exhibit A GRANT APPLICATION
(The Grant Application provides the description of the project and associated cost)

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
The approved budget supersedes the proposed budget in the Grant Application

Attachment: C18-039 partial (6425 : Colusa County DHHS Immunization Program)

Exhibit C	STANDARD GRANT CONDITIONS
Exhibit D	REQUEST FOR APPLICATIONS #17-10072 Including all the requirements and attachments contained therein
Exhibit E	ADDITIONAL PROVISIONS
Exhibit F	FEDERAL TERMS AND CONDITIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: 4/3/2018

Gary J. Evans, Chairperson
Colusa County Department of Health and Human Services
547 Market St.
Colusa, CA 95932

Date: 4/27/18

Marshay Gregory, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800- 1804
Sacramento, CA 95899-7377

for Jeff Mapes, Chief, Contracts Management Unit

Attachment: C18-039 partial (6425 : Colusa County DHHS Immunization Program)

RFA #17-100072
Date: 04/27/2017

CDPH Immunization Branch
Grant Application
Local Project Synopsis

Form 3

Name of Grantee: Colusa County Department of Health and Human Services

1. DESCRIPTION OF SERVICES TO BE PROVIDED:

Narrative

Colusa County Public Health no longer provides immunizations through their clinic services. This is the result of a shift in staff efforts to connect children to a medical home for well child care and receive recommended immunizations at the same time. Colusa County currently has 5 CHDP providers that have more than adequately absorbed the patient population no longer being served by Public Health.

The elimination of clinic services has allowed staff to focus more on community outreach and education, provider office education and promotion of CAIR and EZIZ as tools to support providers in administering vaccine. Subvention funds will continue to support these activities.

Colusa County Public Health continues to expand their seasonal influenza vaccination program. School based flu mist clinics are now offered in all 5 school districts in the County. Public Health staff collaborates with school nurses to secure permission forms and organize the events. The clinics have been valuable in a number of ways, not only do they decrease the rate of influenza among students, they have offered Pubic Health staff an opportunity to develop a system that would allow us to quickly distribute medical counter measures in the event of an emergency to the school based population. Unfortunately due to Public Health staffing shortages we were unable to conduct the school based clinics in FY 16-17. We hope to be able to re-institute the clinics this fall.

Colusa County Public Health also conducts a large influenza mass vaccination drive through exercise yearly. The event involves approximately 75 personnel and volunteers. On average we are able to vaccinate well over 1000 residents over a 4 hour period and estimate that we could support an even larger through-put if needed.

Attachment: C18-039 partial (6425 : Colusa County DHHS Immunization Program)

Subvention funds are blended with local realignment dollars to help support the above activities along with those decribed in the IAP Scope of Work. Colusa County will continue to promote immunizations as a means to address vaccine preventatble diseases.

2. EVALUATION PLANS:

All grantees participate in process evaluation per their Scope of Work activities. Grantees must complete a quarterly grant report detailing their activities.

Evaluation will be completed in accordance with SOW activities.

Attachment: C18-039 partial (6425 : Colusa County DHHS Immunization Program)

RFA: #17-10072
Date: 04/27/2017

Form 4

CDPH Immunization Branch
Scope of Work for Local Health Departments

Purpose
The purpose of this grant is to assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases in the local health jurisdiction (LHJ).

Related Statutes
California Health & Safety Code sections:

- 120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officer to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to child care facilities and schools.

Services to be Performed by the Grantee
The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

The LHD must agree to the following inclusive objectives and conduct the following activities. Many of the services to be performed are also conditions for federal funding of the CDPH Immunization Branch (IZB) and/or statutory requirements of State and LHDs. The level of subvention grant funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Subvention grant funds must not be used to supplant (i.e., replace) local funds currently being expended for immunization services and activities.

Grantee agrees to assign the responsibility of monitoring each program component:
1) Vaccine Accountability and Management; 2) Improving Vaccine Access and Coverage Rates; 3) Immunization Information Systems; 4) Perinatal Hepatitis B Prevention; 5) Education, Information, Training, and Partnerships; 6) Prevention, Surveillance and Control of Vaccine Preventable Disease; 7) Assess and Improve Compliance with Childcare and School Immunization Entry Requirements; and 8) Improve and Maintain Preparedness for an Influenza Pandemic.

Grantee will monitor grant fund expenditures to maximize the utilization of the funding for achieving the goals and objectives. Grant invoices shall be reviewed and submitted quarterly to the CDPH Immunization Branch.

The Immunization Coordinator is required to participate in meetings, webinars, and conference calls as requested by the CDPH Immunization Branch including, but not limited to, the CDPH

Attachment: C18-039 partial (6425 : Colusa County DHHS Immunization Program)

Immunization Branch's Immunization Coordinators' Meeting, New Immunization Coordinator Orientation (offered annually and required for all new Immunization Coordinators), regional coordinators' meetings, and conference calls related to influenza, outbreak control, perinatal hepatitis B, changes in policies and procedures, and other important issues.

Components, Objectives, Activities

1) **Vaccine Accountability and Management**

Objective 1.1: With the assistance of the CDPH Immunization Branch, the grantee is to provide guidance to LHD facilities (if clinics are offered by LHD) and partners that receive Immunization Branch (IZB) supplied vaccine (317, Vaccines for Children [VFC], state general fund) to facilitate compliance with current protocols, policies, and procedures for vaccine management, including storage and handling in accordance with manufacturers' specifications and as stated in the following documents: The *VFC Program's Provider Participation Agreement and the Provider Agreement Addendum (VFC and 317 Vaccines).*

a. **Required Activities:**
   i. Provide education and guidance to LHD facility and partner staff regarding the requirements stated in the above documents as needed. Ensure immunization services are provided directly by the LHD and/or identify, authorize and monitor community-based health care agencies to provide immunization services as described in the Clinic Services Document located on the Immunization Coordinator website (www.izcoordinators.org).
   ii. LHDs are responsible for ensuring that their community partners that receive IZB-supplied vaccine are in compliance with all storage and handling requirements.
   iii. Assist LHD facilities and partners receiving IZB-supplied vaccine in developing and implementing policies that specify no charge may be made to the patient, parent, guardian or third party payer for the cost of the IZB-supplied vaccine. If a vaccine administration fee is charged, it may not exceed the maximum established by local policy, and a sliding scale/fee waiver process must be in place. Signage must be posted in a prominent location which states that those persons eligible to receive IZB-supplied vaccine may not be denied vaccine for failure to pay the administration fee or make a donation to the provider.
   iv. In collaboration with LHD facilities and partners, monitor and facilitate compliance with requirements for the use of IZB-supplied vaccine.

b. **Suggested Activities:**
   i. Promote CDPH requirements and recommendations for the storage and handling of vaccines to the general provider community.
   ii. Conduct Immunization Skills Institute trainings for local provider staff.

c. **Performance Measures:**
   i. Thoroughness and timeliness of Quarterly Grant Reports submitted.
   ii. Documentation of guidance provided to community-based agencies receiving IZB-supplied vaccines from the LHD.

Attachment: C18-039 partial (6425 : Colusa County DHHS Immunization Program)

d. Reporting Requirements:

i. Quarterly grant reports
ii. VFC Recertification

Objective 1.2: The Grantee will provide guidance to LHD facilities and partners that receive IZB-supplied (317, VFC, state) vaccine to facilitate compliance with current protocols, policies, and procedures for vaccine accountability including: ordering, patient eligibility screening, administration, waste minimization, dose accountability and reporting, and annual recertification requirements, as stated in the following documents:

- The VFC Program's Provider Participation Agreement
- *The VFC Program's Provider Agreement Addendum (VFC and 317 Vaccines)*
- *Policy for Provision of IZB-supplied Vaccines to Privately Insured Patients by Local Health Department Jurisdictions* (posted on the Immunization Coordinator website (www.izcoordinators.org)
- *Vaccine Eligibility Guidelines for Health Department and CDPH Approved Health Department Partners* (posted on the Immunization Coordinator website (www.izcoordinators.org)

a. Required Activities:

i. Provide education and guidance to LHD and partner facility staff regarding the requirements stated in the above documents as needed.
ii. Facilitate the development and implementation of corrective action plans for vaccine loss/waste incidents due to negligence in LHD facilities and partners as requested by the CDPH Immunization Branch.
iii. Notify the CDPH Immunization Branch of suspected situations of fraud and/or abuse of IZB-supplied vaccine within the jurisdiction.
iv. Provide guidance to LHD and partner staff regarding requirements and processes for dose-level tracking/accountability and reporting of IZB-supplied vaccine.
v. Ensure all doses of IZB-supplied vaccine are entered into California Immunization Registry (CAIR). (See also 3.1.a.ii.)
vi. Ensure that LHD Immunization Clinics and partners are knowledgeable about and utilize the Vaccine Adverse Events Reporting System (VAERS)[1] for reporting adverse events following immunizations in accordance with CDPH Immunization Branch guidelines.
vii. Ensure that LHD Immunization Clinics and partners are knowledgeable about and utilize the Vaccine Errors Reporting Program (VERP)[2] for reporting vaccine administration errors, so they can be identified and remedied to improve vaccine safety.
viii. Ensure that IZB-supplied (317, VFC, state) vaccines are administered to eligible individuals following outlined eligibility guidelines for each vaccine funding source.
ix. Adhere to protocols for the request and use of 317 supplied vaccine doses during a vaccine-preventable disease outbreak within the county. Notify the CDPH Immunization Branch and request approval for use of 317 supplied vaccines in all populations, prior to the initiation of any control or prevention

[1] https://vaers.hhs.gov/index
[2] http://verp.ismp.org/

Attachment: C18-039 partial (6425 : Colusa County DHHS Immunization Program)

vaccination activity. Submit a summary report of vaccination activities with 317 supplied vaccines 30 days after the conclusion of the event or effort.

b. Suggested Activities:

i. Assist in the management of IZB-supplied vaccine within the jurisdiction by assisting providers with transferring excess inventory or short-dated vaccine to other providers who could utilize the vaccine and providing guidance on the transfer of the vaccine and required documentation.

c. Performance Measures:

For LHD immunization clinics and LHD partners

i. Percentage of doses ordered by vaccine type that were deemed non-viable negligent losses due to expiration and/or improper storage and handling.
ii. Number of vaccine storage and handling incidents and vaccine dose accountability reports.

d. Reporting Requirements:

i. Storage and Handling Incident Reports.
ii. Vaccine Returns and Wastage Reports.
iii. Vaccine Administration Reports.
iv. Local Health Department Authorization Request for 317 Vaccine Use during an Outbreak Response.
v. Summary of Outbreak Response Activities.
vi. Corrective action plans and implemented grant reports.

2) <u>Improving Vaccine Access and Coverage Rates</u>

(See section 4 for Perinatal hepatitis B prevention, section 7 for Compliance with school and child care immunization entry requirements, and section 8 for Influenza immunization.)

Objective 2.1: The grantee will promote access to and improve coverage level of ACIP-recommended vaccines for children, adolescents and adults throughout the jurisdiction, including in LHD facilities and partners.

a. Required Activities:

i. Directly provide and/or work with community partners to implement special targeted vaccination initiatives as directed by the CDPH Immunization Branch such as new legislatively-required vaccines for school entry and mass vaccination.
ii. Sustain an immunization safety net for the jurisdiction (even if the LHD provides only influenza and outbreak-related vaccination). This will include developing and maintaining a referral list of providers within the jurisdiction that offer no cost or low cost immunization services for adults, adolescents and children, based on insurance status.
iii. Assist the public with questions and barriers regarding insurance, payment and access to immunization services. Use the *Frequently Asked Questions on Immunization in the Medi-Cal program* to assist Medi-Cal members in accessing immunization services (document can be found on the IZ Coordinators' website: www.izcoordinators.org). As needed, elevate access

Attachment: C18-039 partial (6425 : Colusa County DHHS Immunization Program)

problems to the Medi-Cal managed care plan. If unable to resolve at that level, work with the IZB Field Representative to resolve.

iv. Work with Medi-Cal managed care plans operating in the local health jurisdiction to:
   1) Review at least annually (and revise as needed) the Memorandum of Understanding (MOU) between each Plan and the LHD[3] (and related documents) regarding coordination of immunization services, exchange of medical information, Plan immunization coverage data, billing, and reimbursement.
   2) Review at least annually, the immunization coverage rates for Plan members and support Plan efforts to improve rates.
   3) Identify and resolve any barriers Plan members face in accessing immunization services.

v. Promote adult immunization in the jurisdiction, including through the use of vaccine purchased by Federal 317 funds and provision of technical assistance to priority providers.

vi. Utilize CAIR, existing local data and/or conduct assessments to identify low or lagging vaccination coverage levels for specific populations and/or specific vaccines (i.e., pockets of need) within the jurisdiction and develop and conduct activities to reduce these disparities. (See also 3.1.a.v.)

vii. Ensure LHD clinics participating in the VFC Program comply with current immunization schedules, dosages, and contraindications established by the Advisory Committee on Immunization Practices (ACIP); ensure vaccine doses are offered in accordance to those agreed upon as part of the clinic's recertification agreements and populations served at each practice.

b. Suggested Activities:

i. Promote participation in the VFC Program to other jurisdictional facilities that provide immunizations (e.g., new pediatric providers, primary care, juvenile halls, community and school-based clinics and private providers).

ii. Promote use of the Adult Implementation Standards (https://www.cdc.gov/vaccines/hcp/adults/for-practice/standards/index.html) by adult immunization providers in the jurisdiction.

c. Performance Measures:

i. Number of operating immunization clinics in LHD facilities, along with number of IZB-supplied immunizations administered at each location.

ii. #s of individuals vaccinated with IZB-supplied vaccine offered by facilities.

d. Reporting Requirements:

i. Number and hours of operation of LHD immunization clinic sites.

ii. Number of immunizations provided by LHD immunization clinics with IZB-funded vaccines and costs to patient.

Objective 2.2: To improve the quality and efficiency of immunization services provided by

[3]Mandated by Department of Health Care Services. See Exhibit A, Attachment 8 (Section 12) and Attachment 12 of the boilerplate contract located at: http://www.dhcs.ca.gov/provgovpart/Documents/ImpRegSB2PlanBp32014.pdf

Attachment: C18-039 partial (6425 : Colusa County DHHS Immunization Program)

LHD clinics and partners, participate or follow up on VFC Compliance Visits and Assessment, Feedback, Incentive, eXchange (AFIX) visits, as requested by CDPH staff, to assess and improve adherence to the CDC's Standards for Child and Adolescent Immunization Practices.

a. Required Activities:

i. In conjunction with the CDPH Immunization Branch, participate in and support the compliance visits and AFIX for all LHD facilities within the jurisdiction and assist with the implementation of corrective action plans, strategies to reduce missed opportunities for vaccination, and linkage/referral to medical homes.

ii. As directed by the CDPH Immunization Branch, conduct follow-up visits with LHD clinics and partners to provide assistance with implementation of mandatory corrective action plans.

b. Suggested Activities:

i. Working with the IZB Field Representative, assist with conducting VFC compliance and educational visits at public and private VFC sites outside the LHD to improve the delivery and quality of immunization services within the jurisdiction.

ii. Assist and support the VFC Program with conducting follow-up activities as requested.

iii. Assist in the communication of key VFC Program initiatives, messages, or VFC Tips to local providers in the county as part of any provider community education effort.

c. Performance Measures:

i. Immunization rates of specified cohorts.

ii. Percentage of immunization rate assessments completed for those facilities designated for assessment.

iii. Feedback sessions conducted with sites needing additional support.

d. Reporting Requirements:

i. VFC Compliance Visit Reports and Coverage Reports submitted to the CDPH Immunization Branch Senior Field Representative.

3) Immunization Information Systems

Objective 3.1: The Grantee is to assist in the promotion and implementation of CAIR in the LHD and among providers in the jurisdiction.

a. Required Activities:

i. Require LHD Immunization Clinics to enter all patients into CAIR either through timely direct entry or real time data exchange with the clinics' electronic health records (EHR).

ii. All LHD clinics must enter all IZB-supplied vaccine doses administered into CAIR. LHDs may apply for a waiver for adult doses only (19+ years) if they are unable to enter influenza doses given at a mass vaccination clinic (either by themselves or a partner). Contact your IZB Field Representative. (See also 1.2.a.v.)

Attachment: C18-039 partial (6425 : Colusa County DHHS Immunization Program)

iii. Assist with addressing CAIR issues in LHD Immunization Clinics including frequency of use, data quality, and adherence to policies and procedures.
iv. Refer participating CAIR providers needing assistance to the Local CAIR Representative or CAIR Help Desk for support.
v. Participate in CAIR Trainings and/or CAIR Update meetings.
vi. At least once per quarter, the Grantee will run CAIR2 reports to identify gaps in immunization coverage. Assessment may be broad based (e.g. all 2 year olds in the LHJ, by race/ethnicity) or focused (e.g. 2 year olds receiving care in Federally Qualified Heath Centers [FQHCs], or participating in WIC). See also 2.1.a.vi.

b. Suggested Activities:

i. Assist in promoting CAIR to other LHD-based facilities that give or look up immunizations including sexually transmitted disease clinics, juvenile halls/jails, primary care services, etc. Assist CDPH Immunization Branch with addressing implementation issues within these settings.
ii. Promote CAIR to VFC (including FQHCs) and non-VFC providers during general immunization outreach and education activities and refer interested providers to the CDPH Immunization Branch.
iii. Promote CAIR to adolescent and adult medical providers.
iv. Promote CAIR participation (look up) by non-medical sites such as WIC and Welfare agencies, and schools and child care centers within the jurisdiction.
v. Provide space for CAIR user trainings if available and requested by the CDPH Immunization Branch.
vi. Assist with distributing CAIR provider materials (e.g., Reminder/Recall postcards).

c. Performance Measures:

i. Timeliness and completeness of LHD Immunization Clinics entering/submitting patients into CAIR.
ii. Participation in CAIR Trainings and/or CAIR Update meetings, if offered.

d. Reporting Requirements:

i. Percentage of LHD clinics entering/submitting records into CAIR, along with timeframes of entry.

4) Perinatal Hepatitis B Prevention

Objective 4.1: Reduce the incidence of perinatal hepatitis B virus (HBV) infection in the jurisdiction.

a. Required Activities:

i. Send annual information to prenatal care providers (CDPH to provide template) on:
   1) Screening all pregnant women for hepatitis B surface antigen (HBsAg) as part of the first prenatal laboratory tests;
   2) Ordering HBV DNA testing on HBsAg-positive pregnant women and referring women with HBV DNA levels >20,000 IU/mL to a specialist;

Attachment: C18-039 partial (6425 : Colusa County DHHS Immunization Program)

3) Informing the planned delivery hospital of the mother's HBsAg-positive status at least one month prior to delivery date;
4) Reporting HBsAg-positive pregnant women to the LHD within the timeline stated by current California codes and regulations;
5) Educating HBsAg-positive pregnant women about the current ACIP recommendations on prevention of perinatal HBV transmission; and
6) Enrollment of the birth hospital as a provider in the VFC program.

ii. Send annual information to birth hospitals (CDPH to provide template) on:
1) Identifying all pregnant HBsAg-positive on hospital admission;
2) Immediately testing pregnant women with unknown HBsAg status on admission;
3) Developing written policies and procedures or standing orders for the prevention of perinatal HBV infection per the current ACIP recommendations, including administration of post-exposure prophylaxis (PEP) for infants of HBsAg-positive women; notification of the LHD if PEP is refused by the parents; and administration of a universal hepatitis B vaccine birth dose; and
4) Optimizing their use of CAIR, including making CAIR disclosure to mothers a routine part of hospital pre-registration, and ensuring that birth hospital Electronic Health Records (EHRs) are successfully exchanging data with CAIR.

iii. With LHD Communicable Disease staff, create a method to identify HBsAg-positive pregnant women through laboratory report review.
iv. Contact and educate HBsAg-positive pregnant women about current ACIP recommendations on prevention of perinatal hepatitis B transmission.
v. Follow-up with birth hospitals to ensure that infants of HBsAg-positive women received appropriate PEP at birth.
vi. Follow-up with pediatrician to ensure that HBV vaccine series is given and document dates of receipt.
vii. Follow-up with pediatrician to ensure that post vaccination serologic (PVS) testing occurs at 9 months and document the results.
viii. Recommend that infected infants are referred to a gastroenterologist.

b. Suggested Activities:

i. Work with Perinatal Hepatitis B staff at the CDPH Immunization Branch as appropriate on provider enrollment, quality assurance, and/or follow-up activities.

c. Performance Measures:

i. Number and percentage of birth hospitals within the jurisdiction providing the universal hepatitis B birth dose in accordance with ACIP recommendations.
ii. Birth hospitals not offering the universal hepatitis B birth dose have received education regarding the ACIP recommendations.
iii. Number and percentage of infants born to HBV-infected mothers who have completed PVS testing.
iv. Percentage of birth hospitals within the jurisdiction that deliver babies eligible for VFC vaccine that have enrolled in the VFC Program.

Attachment: C18-039 partial (6425 : Colusa County DHHS Immunization Program)

d. Reporting Requirements:

i. Report the number and percentage of birthing hospitals that are compliant with ACIP recommendations for providing the universal hepatitis B birth dose.
ii. Provide updates regarding education and assistance provided to birth hospitals that do not offer the universal hepatitis B birth dose.
iii. Report the number and percentage of birth hospitals that have successfully enrolled and are actively participating in the VFC Program.
iv. Report the CAIR provider IDs of all birth hospitals in the LHD (so CDPH can assess/improve data exchange quality).
v. Report all
    1) HBsAg-positive pregnant women;
    2) Infants who did not receive appropriate PEP at birth, either due to a PEP error or due to parental refusal of PEP for the infant; and
    3) HBV-infected infants <24 months of age.

5) Education, Information, Training, and Partnerships

Objective 5.1: Develop partnerships and collaborative activities in order to expand immunization services, promote best practices, and improve coverage rates among children, adolescents and adults within the jurisdiction.

a. Required Activities:

i. Develop and maintain partnerships and conduct collaborative activities with organizations, clinics, and community groups serving children, adolescents, adults to expand immunization services, promote best practices and improve coverage rates. Organizations include, but are not limited to, hospitals and birthing facilities, primary care providers, child care providers, schools, juvenile/adult correction facilities, (Women, Infants, and Children) WIC and other social service agencies, nursing homes, home health agencies, colleges/adult schools and medical associations/organizations.

b. Suggested Activities:

i. Participate in local and state immunization coalitions, task forces and work groups such as the California Immunization Coalition (CIC).

c. Performance Measures:

i. Number of new partnerships developed.
ii. Number and type of activities conducted with new and existing partnerships coalitions, task forces and/or workgroups.

d. Reporting Requirements:

i. Report the number of new partnerships developed.
ii. Report by number and type of activities conducted with new and existing partnerships, coalitions, task forces and/or workgroups.

Objective 5.2: Provide and/or promote education and training opportunities, materials, and information to health care providers, schools and childcare centers, community

Attachment: C18-039 partial (6425 : Colusa County DHHS Immunization Program)

organizations, and the general public within the jurisdiction to promote best practices for immunization and raise awareness about the importance of immunizations.

a. Required Activities:

i. Serve as the immunization expert and resource within the jurisdiction for healthcare providers, schools, community organizations and the general public.
ii. Provide information on education and training resources available through the Centers for Disease Control and Prevention (CDC), State and local health department such as such as EZIZ resources and the Pink Book Webinar Series to facilitate the orientation and training of new LHD Immunization Program staff.
iii. Promote and encourage providers/organizations to subscribe to the EZIZ listserv to receive information on upcoming educational/training opportunities and immunization-related news.
iv. Collaborate with CDPH Immunization Branch to notify healthcare providers and other organizations within the jurisdiction about critical immunization information such as changes in the ACIP schedule and new laws/requirements.
v. Order, stock and disseminate materials available through the Immunization Coordinators' website to providers (to non-VFC providers only if opting to promote VFC Materials Store), schools and other immunization stakeholders within the jurisdiction.
vi. Conduct at least one annual provider or community-based-campaign to increase coverage of pediatric, adolescent, adults and/or seasonal influenza immunizations.

NOTE: A *campaign* is defined as coordinated efforts through various communications activities to inform your designated audience (i.e., pregnant women, parents of preteens, providers, etc.) of a given issue (e.g., seasonal influenza promotion, encourage Tdap vaccination among pregnant women, etc.). As recommended by the Community Preventative Services Task Force (see Community Guide), provider and/or community-based interventions should be implemented in combination (involve the use of two or more interventions). As an evidence-based approach to increase vaccination rates within a target population, the Task Force recommends implementing a combination of interventions to both 1) increase public demand and 2) enhance access to vaccination services (may include interventions aimed at providers).

A campaign is considered completed by conducting at least one of the communication activities to increase demand from List A, and at least one of the activities to enhance access to vaccination services in List B.

List A. Activities that increase public demand for vaccination

☐ Send educational e-mail(s) to immunization stakeholders, such as school nurses, provider groups, LHD staff, WIC, Head Start
☐ Contribute an article to newsletters/bulletins
☐ Distribute materials to stakeholders, such as schools, youth programs, providers, WIC, MCAH
☐ Distribute materials for use at community health fairs/events

Attachment: C18-039 partial (6425 : Colusa County DHHS Immunization Program)

- ☐ Post message(s) on social media, such as Facebook and Twitter
- ☐ Post a web banner on your website or other website where audience frequents
- ☐ Advertise your message (outdoor advertising, print, radio, TV, online, text message)
- ☐ Conduct a health fair or other community event
- ☐ Conduct a presentation/training during grand round/In-service for providers
- ☐ Speak at a school assembly, PTA meeting, classroom, or at a parent-teacher night
- ☐ Conduct a presentation for a community group (e.g., prenatal class)
- ☐ Conduct a press event
- ☐ Issue a press release
- ☐ Issue a proclamation
- ☐ Participate in a media interview
- ☐ Other_____

List B. Activities that enhance access to vaccination services (including interventions directed at providers).

- ☐ Conduct an on-site clinic
- ☐ Support or promote accessible transportation
- ☐ Reduce out-of-pocket costs for vaccine (i.e. voucher program)
- ☐ Increase clinic hours
- ☐ Educate providers (i.e. grand rounds presentation)
- ☐ Conduct provider assessment and feedback
- ☐ Other: _____

For additional activities, see Section 2 for Improving Vaccine Access and Coverage

b. Suggested Activities:

i. Evaluate the campaign in terms of target population reached by the communication activities (List A above), and improvements in access to vaccination (List B), or resultant improvements in immunization coverage levels (see section 2 above).

ii. Conduct presentations, workshops, trainings and/or contribute articles to provider newsletters on immunization-related topics to health care providers and other organizations about pediatric, adolescent and adult immunization issues including, but not limited to, ACIP recommendations, best practices, new vaccines, vaccine storage and handling, vaccine safety, VAERS reporting, or vaccination documentation requirements.

iii. Promote and/or implement activities supporting official national and/or statewide immunization campaigns (observances) such as Preteen Vaccine Week (PVW), National Infant Immunization Week/Toddler Immunization Month (NIIW/TIM), National Adult Immunization Awareness Week (NAIAW), National Immunization Awareness Month (NIAM), and National Influenza Vaccine Week (NIVW).

iv. Conduct education and awareness activities targeted to parents and the general public promoting vaccine safety, efficacy and importance of recommended immunizations.

Attachment: C18-039 partial (6425 : Colusa County DHHS Immunization Program)

v. Promote VFC Materials Store among VFC providers to order and share print materials to their staff and patients.
vi. Provide and regularly maintain accurate website content and web links on vaccine preventable disease and immunizations representing pediatric, adolescent and adult issues and resources.

c. Performance Measures:

i. Number of new immunization program staff completing training, and types of training completed.
ii. Number of LHD immunization clinic staff completing training, and types of training completed.
iii. Number and type of notifications sent to health care providers and other organizations.
iv. Number and type of presentations/workshops/trainings provided.
v. Number and type of children, adolescent, adult and/or influenza campaigns conducted. Describe immunization issue, audience and communication activities conducted. Describe concordant effort to increase access to immunization services.

d. Reporting Requirements:

i. Report the number of new immunization program staff completing training, and types of training completed.
ii. Report the number of LHD immunization clinic staff completing training, and types of training completed.
iii. Report the number and type of notifications sent to health care providers and other organizations.
iv. Report the number and type of presentations/workshops/trainings provided.
v. Report the number and type of children, adolescent, adult and/or influenza campaigns conducted.

6) Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)

Objective 6.1: Assist with the prevention, surveillance and control of VPD within the jurisdiction.

a. Required Activities:

i. Support the maintenance of an effective system for identification and reporting of suspect, probable and confirmed cases of VPDs following the guidelines set forth by Title 17.
ii. For reporting from LHDs to CDPH, follow these requirements: http://izcoordinators.org/web_assets/files/resources/ReportingGuidanceLHJs2016.docx
iii. Support the investigation and follow-up of reported suspect, probable and confirmed VPDs following the guidelines set forth by CDC and the CDPH Immunization Branch. Quick sheets can be located at: www.getimmunizedca.org.
iv. Support investigation of infant pertussis cases. Inform LHD Maternal, Child and Adolescent program of each new infant case, and work together to contact the mother's prenatal care provider to determine barriers to prenatal Tdap vaccination. Follow up and assist the provider to meet the standard of

Attachment: C18-039 partial (6425 : Colusa County DHHS Immunization Program)

care including providing strong recommendations for Tdap and a strong referral for Tdap (if Tdap is not offered on-site). See the prenatal Tdap program letter which sets forth a standard of care: http://eziz.org/assets/docs/CDPH-DHCSletterPrenatalTdap.pdf

v. Work collaboratively with LHD Communicable Disease Control staff and the CDPH Immunization Branch to address VPD outbreaks within the jurisdiction including: securing vaccine and assisting with the organization and implementation of efforts to vaccinate susceptible individuals; developing and disseminating messages to inform the public of the outbreak, prevention and availability of vaccine; organizing outreach events as needed; performing vaccine accountability and management; and reporting vaccine utilization.

vi. For outbreak control activities, work with field representative and follow CDPH approval process for using 317 vaccines. Vaccine should only be administered for outbreak purposes if prior approval is given by CDPH.

vii. For outbreak investigations that are multijurisdictional, ensure information on cases and exposed contacts is obtained in a timely matter and information on cases or contacts who reside in other jurisdictions is promptly provided to CDPH to provide to affected jurisdictions.

b. Performance Measures:

i. Percentage of cases reported and followed up according to established timelines.

c. Reporting Requirements:

i. Report on activities conducted as part of VPD outbreak control.

ii. Report cases and suspected cases of VPDs to CDPH according to: http://izcoordinators.org/web_assets/files/resources/ReportingGuidanceLHJs2016.docx

7) Assess and Improve Compliance with Childcare and School Immunization Entry Requirements

Objective 7.1: Assist the CDPH Immunization Branch with assessing and improving compliance with Child Care and School Immunization Entry Requirements according to CDPH Immunization Branch guidelines and instructions.

a. Required Activities:

i. In coordination with the CDPH Immunization Branch, provide guidance and encourage compliance with existing school and child care entry requirements and regulations by all child care centers and schools within the jurisdiction. The *Annual School Immunization Assessment Reporting and Follow-Up Policy* details LHD responsibilities (www.izcoordinators.org).

ii. Promote child-care and school immunization entry requirements by conducting trainings and/or providing technical assistance for staff of child-care centers and schools, especially those reporting low rates of students with all required immunizations or demonstrating identified gaps or areas of improvement meeting immunization requirements, e.g., those schools with conditional entrant rates of 25% or greater.

Attachment: C18-039 partial (6425 : Colusa County DHHS Immunization Program)

iii. Based on lists provided by the CDPH Immunization Branch, follow-up with childcare and school sites that do not complete the electronic Fall Assessment.
iv. As requested, conduct selective review site visits to a sample of child care centers, kindergartens, and/or seventh-grade schools (cohort will rotate annually) identified by the CDPH Immunization Branch including interviewing staff, reviewing randomly selected student records, providing guidance regarding noncompliant students, and completing and submitting requested documentation.

b. Suggested Activities:
i. Assist the schools in following up on conditional entrants until the students are brought up to date.
ii. Provide guidance, including site visits as necessary, to address issues identified in schools grades pre-K through 12th.

c. Performance Measures:
i. Percentage of school and child care sites in the jurisdiction which have completed the annual immunization assessment.
ii. Percentage of conditional entrants into kindergartens.
iii. Percentage of children with all required immunizations.

d. Reporting Requirements:
i. Numbers of schools with whom the LHD worked to lower the proportions of conditional entrants or raise the proportions of students with all required immunizations.
ii. Percentage of late responders that submitted paperwork.
iii. Number of schools visited.

8) Improve and Maintain Preparedness for an Influenza Pandemic

Objective 8.1: Work with new and existing partners to increase demand for (and capacity to provide) seasonal influenza vaccine.

a. Required Activities:
i. Utilize IZB-supplied influenza vaccine in accordance with State Influenza eligibility guidelines; promote and support the use of the vaccine throughout the jurisdiction by LHD facilities, community partners, or mass vaccination clinics.
ii. Operate or support mass influenza clinics that include immunization of school-aged children.
iii. Assist partners in using CAIR for submitting and viewing information on seasonal flu vaccine doses administered. Refer to 3.1.a.ii. regarding mandate to enter IZB-supplied flu vaccine doses into CAIR.

b. Suggested Activities:
i. Utilize IZB-supplied 317 vaccines to support a mass immunization exercise, in conjunction with preparedness partners.

Attachment: C18-039 partial (6425 : Colusa County DHHS Immunization Program)

ii. Support efforts of FQHCs, public hospital outpatient clinics, and other health facilities that serve uninsured adults and routinely assess their influenza vaccine coverage data. Support these partners in improving their flu vaccine performance measures, using approaches such as expanded clinic hours, pre-booking state funded flu vaccine, and using CAIR or their EHRs for reminder/recall for patients at high risk for influenza complications.
iii. Work with long-term care facilities to assess and improve flu immunization coverage levels of staff and residents, especially those that reported outbreaks in the prior flu season.
iv. Work with prenatal care providers in the LHJ to ensure they stock flu vaccine (or make strong referrals to accessible other sites, such as pharmacies), assess the flu vaccination coverage of their pregnant patients, and make any needed improvements.
v. Assist the IZB in follow up of VFC providers with inadequate flu vaccine ordering to cover their estimated patients' needs.
vi. Work with jail medical providers to expand and support flu vaccination efforts of inmates.
vii. Ensure flu vaccination messages are communicated via other organizations that reach persons at high risk of flu complications, such as WIC for pregnant women.
viii. Work with healthcare facilities such as hospitals and clinics to improve influenza coverage of healthcare personnel.

c. Performance Measures:

i. Number of individuals vaccinated for influenza.
ii. Number of mass vaccination exercises completed.

d. Reporting Requirements:

i. Number of influenza immunizations provided with state-funded vaccines and any administration fees or costs to patients.
ii. Upon request throughout and after the influenza season, the number of doses of influenza administered, age groups of recipients, clinic settings for mass influenza clinics, and doses remaining in inventory.

Attachment: C18-039 partial (6425 : Colusa County DHHS Immunization Program)

Glossary of Acronyms

Abbreviation or term	Definition
317 vaccine	Vaccine provided to LHD clinics and partners for uninsured adults and for outbreak purposes.
ACIP	Advisory Committee on Immunization Practices
AFIX	Assessment, Feedback, Incentive, eXchange
CAIR	California Immunization Registry
CDPH	California Department of Public Health
EHR	Electronic Health Record
HBsAg	Hepatitis B Surface Antigen
HBV	Hepatitis B Vaccine
HDAS	Health Department Authorized Sites
IZB	Immunization Branch (of CDPH)
IZB-supplied vaccine	Vaccine ordered through the CDPH Immunization Branch and supplied to LHD clinics or partners using state or federal (VFC and 317) funding sources.
LHD	Local Health Department
LHJ	Local Health Jurisdiction
PEP	Post Exposure Prophylaxis
VFC	Vaccines for Children Program
VPDs	Vaccine-Preventable Disease(s)
WIC	Women, Infants, and Children

Attachment: C18-039 partial (6425 : Colusa County DHHS Immunization Program)

COUNTY OF COLUSA, CA **3.5**

Request For County Board of Supervisors Action

MEETING DATE:	**March 30, 2021**
DEPARTMENT:	**Health and Human Services**
FROM:	**Kirill Obraztsov**
SUBJECT:	**County of Colusa Public Health ELC CARES COVID-19 Project Agreement Amendment 1**

Approve Work Order Agreement Amendment 1 with **Public Health Foundation Enterprises, Inc. DBA Heluna Health**, for Covid-19 mitigation in Colusa County, effective May 1, 2020.

Detailed Description/Background of request

This is a Work Order Agreement Amendment 1 with the Public Health Foundation Enterprises, Inc. DBA Heluna Health, a 501(c)(3) California nonprofit corporation, for COVID-19 mitigation strategies. Under the Agreement, the County of Colusa Department of Public Health will be compensated to:

1. Establish or enhance the ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement appropriate containment measures.

2. Improve morbidity and mortality surveillance.

3. Enhancing testing capacity.

4. Work to control COVID-19 in high-risk settings and protect vulnerable or high-risk populations.

5. Work with healthcare systems to manage and monitor system capacity.

The original Agreement is set to expire on 3/31/2021.
This agreement amendment 1, including Statement of Work, is effective May 1, 2020 and shall terminate on March 31, 2022.

Prior Board Action

C20-159

Fiscal Impact/Funding Source

This is a revenue generating contract for approximately: $158,422.00. Funds come from the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020.

Action for the Clerk

Obtain CAO electronic signatures and provide the executed agreement to Kirill Obraztsov at DHHS for submittal to Heluna.

ATTACHMENTS:

- 0187.1180_Colusa_WOA_Amend1 (PDF)
- C20-159 Heluna Health (PDF)

Heluna Health
EMPOWERING POPULATION HEALTH INITIATIVES SINCE 1969

13300 Crossroads Parkway North, Suite 450 | City of Industry, CA | 91746
Phone: 800.201.7320 | Fax: 562.205.2453 | www.helunahealth.org

WORK ORDER AGREEMENT AMENDMENT 1

This Work Order Agreement (this "Agreement") is hereby made by and between Public Health Foundation Enterprises, Inc. DBA Heluna Health, a 501(c)(3 California nonprofit corporation (hereafter "HELUNA HEALTH", or "Client"), and the Local Health Department identified below (hereafter "Local Healt Department") and sets forth the terms and conditions between Client and Local Health Department, for agreed services, as required by the Client, and a stated in this Agreement. This Agreement does not designate Local Health Department as the agent or legal representative of HELUNA HEALTH for an purpose whatsoever. (HELUNA HEALTH and Local Health Department shall be referred to herein individually as a "party" and collectively as the "parties").

I. IDENTIFIED PARTIES

CLIENT
Heluna Health
13300 Crossroads Parkway North, Suite 450
City of Industry, CA 91746
www.helunahealth.org
ATTN: Rochelle McLaurin, Deputy Director
ELCCOVID19Invoices@helunahealth.org

LOCAL HEALTH DEPARTMENT
County of Colusa
251 E. Webster Street
Colusa, CA 95932
ATTN: Bonnie Davies, Director Public Health
Bonnie.Davies@countyofcolusa.com
(530) 520-0380

Grant#: 6NU50CK000539-01-08 DHHS-CDC CFDA#: 93.323

Program#: 0187.1180

Section II TERM is revised and replaced with Section II TERM below:

II. TERM. Unless otherwise terminated or extended by written notice, the term of this Agreement shall commence on **5/1/2020** and term on **3/31/2022**.

III. SERVICES AND COMPENSATION. Local Health Department shall perform the services (the "Services") described below and as described in Attachmen A, Statement of Work ("SOW") attached hereto and incorporated herein by this reference. The Services will take place at the location as referenced i Section 1. Identified Parties for Local Health Department and at such other location as may be set forth in the SOW.

(a) Services. Local Health Department shall perform all services as stated in the SOW. Local Health Department shall perform the Services i accordance with generally accepted professional standards and in an expeditious and economical manner consistent with sound professiona practices. Local Health Department maintains and shall maintain at all times during the term of this Agreement all applicable federal, state and loca business and other licenses, including any professional licenses or certificates, industrial permits and/or licenses, industry specific licenses, license required by the state(s) and/or locality(s) in which it does business, fictitious business names, federal tax identification numbers, insurance, an anything else required of Local Health Department as a business operator or to perform the Services.

(b) Payment. HELUNA HEALTH agrees to compensate the Local Health Department on a **Cost-Reimbursable Contract. See Attachment A "Budget" for line item budget detail**. Local Health Department shall be compensated only for Services actually performed and required as se forth herein and any services in excess will not be compensated. The total compensation payable to the Local Health Department hereunder sha be as set forth below: A total to not exceed **$158,422.00**.

If for any reason Local Health Department receives an overpayment of amount described above, Local Health Department shall promptly notif HELUNA HEALTH or such and repay said amount to HELUNA HEALTH within 10 days of demand for such repayment.

(c) Invoice. Invoices shall be submitted: **Monthly, No Later than 30 Days after month end. See Attachment C for "Required Invoice Template."**

Payment for all undisputed amounts of submitted invoices shall be paid no later than 30 days after HELUNA HEALTH's receipt of the invoice an required back up documentation. Local Health Department shall submit invoices to the attention of the contact person identified by HELUNA HEALTH. All final invoices must be received within 45 days of the expiration or termination of this Agreement or within such earlier time period a HELUNA HEALTH may require. If any invoices are not submitted within such time periods, Local Health Department waives all rights to paymen under such invoices. Local Health Department shall be solely responsible for the payment of all federal, state and local income taxes, social securit taxes, federal and state unemployment insurance and similar taxes and all other assessments, taxes, contributions or sums payable with respect t Local Health Department or its employees as a result of or in connection with the Services performed by Local Health Department hereunder.

(d) Budget Modifications.

The budget may be modified accordingly:

- Informal Budget Modification: Two (2) times throughout the term of this agreement. The informal budget modification must be a chang of <10% of the total budget. The request must be in writing to ELCCOVID19Invoices@helunahealth.org. Any informal budget modificatio request must be submitted thirty (30) days before the end of the agreement term.
- Formal Budget Modification: Two (2) times throughout the term of this agreement. The formal budget modification must be a change c 10% or greater of the total budget. The request must be in writing on agency letterhead to ELCCOVID19Invoices@helunahealth.org. An formal budget modification request must be submitted sixty (60) days before the end of the agreement term.

IV. INSURANCE. Local Health Department, at its sole cost and expense, shall at all times during the term of this Agreement maintain the insurance coverag set forth on Attachment B, attached hereto and incorporated herein by this reference, on the terms and conditions described therein. Evidence of suc insurance coverage shall be provided to HELUNA HEALTH by Local Health Department prior to commencing performance of the Services under thi Agreement in the form of a Certificate of Insurance or Certificate of Self-Insurance.

Attachment: 0187.1180_Colusa_WOA_Amend1 (6445 : ELC CARES Project)

V. AUTHORIZED SIGNERS. The undersigned certify their acknowledgment of the nature and scope of this agreement and support it in its entirety.

Signature & Date
Heluna Health

Signature & Date
County of Colusa

Name & Title

Signature & Date

Name & Title

Signature & Date

Name & Title

TERMS AND CONDITIONS

1. **INDEPENDENT LOCAL HEALTH DEPARTMENT RELATIONSHIP**. Nothing herein is intended to place the parties in the relationship of employer-employee, partners, joint venturers, or in anything other than an independent Local Health Department relationship. Local Health Department shall not be an employee of HELUNA HEALTH for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third party liability claims.

   Local Health Department shall retain sole and absolute discretion and judgment in the manner and means of carrying out Local Health Department's Services hereunder. Local Health Department is in control of the means by which the Services are accomplished. Any advice given to Local Health Department regarding the Services shall be considered a suggestion only, not an instruction. HELUNA HEALTH retains the right, but does not have the obligation, to inspect, stop, or alter the work of Local Health Department to assure its conformity with this Agreement. Local Health Department shall be responsible for completing the Services in accordance with this Agreement and within the time period and schedule set forth in the SOW, but Local Health Department will not be required to follow or establish a regular or daily work schedule.

2. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES.** Neither federal, nor state, nor local income tax nor payroll taxes of any kind shall be withheld or paid by HELUNA HEALTH on behalf of Local Health Department or the employees of Local Health Department. Local Health Department shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

   Local Health Department understands that Local Health Department is responsible to pay, according to law, Local Health Department's income taxes. If Local Health Department is not a corporation or other legal entity, Local Health Department further understands that Local Health Department may be liable for self-employment (social security) tax, to be paid by Local Health Department according to law. Local Health Department agrees to defend, indemnify and hold HELUNA HEALTH harmless from any and all claims made by federal, state and local taxing authorities on account of Local Health Department's failure to pay any federal, state or local income and self- employment taxes or other assessments due as a result of Local Health Department's Services hereunder. Furthermore, to avoid conflict with federal or state regulations, Local Health Department will not be eligible for employment with HELUNA HEALTH within the same calendar year in which Local Health Department performed services for HELUNA HEALTH.

3. **FRINGE BENEFITS.** Because Local Health Department is an independent entity, Local Health Department is not eligible for, and shall not participate in, any HELUNA HEALTH pension, health, or other fringe or employee benefit plans. Only personn hired as HELUNA HEALTH employees will receive fringe benefits.

4. **WORKERS' COMPENSATION.** No workers' compensation insurance shall b obtained by HELUNA HEALTH concerning Local Health Department or th employees of Local Health Department. All persons hired by Local Heal Department to assist in performing the tasks and duties necessary to complete th Services shall be the employees of Local Health Department unless specifica indicated otherwise in an agreement signed by all parties. Local Health Departme shall immediately provide proof of insurance, including Workers' Compensatic insurance and General Liability insurance, covering said employees, upon reque of HELUNA HEALTH.

5. **EQUIPMENT AND SUPPLIES.** Local Health Department or Jurisdiction sha provide all necessary equipment, materials and supplies required by Local Heal Department to perform the Services.

6. **TERMINATION.** HELUNA HEALTH may terminate this Agreement without caus at any time by giving written notice to Local Health Department at least 15 days pri to the effective date of termination. Either party may terminate this Agreement wi reasonable cause effective immediately by giving written notice of termination f reasonable cause to the other party. Reasonable cause shall mean: (A) materi violation or breach of this Agreement; (B) any act of the other party that exposes th terminating party to liability to others for personal injury or property damage or ar other harm, damage or injury; (C) cancellation or reduction of funding affecting th Program affecting the Services; or (D) improper use of funds. In the event th Agreement is terminated for reasonable cause by HELUNA HEALTH, Local Heal Department shall not be relieved of any liability to HELUNA HEALTH for damage and HELUNA HEALTH may withhold any payments to Local Health Department f the purpose of setoff until such time as the actual amount of damages due HELUNA HEALTH from Local Health Department is determined.

   Upon the expiration or termination of this Agreement, Local Health Department sha immediately return to HELUNA HEALTH all computers, cell phones, smart phone computer programs, files, documentation, user data, media, related materia finished or unfinished documents, studies, reports and any and all Confidenti Information (as defined below) and Work Product (as defined below). HELUN HEALTH shall have the right to withhold final payment to Local Health Departme until all such items are returned to HELUNA HEALTH.

   These Terms and Conditions and any other provisions of this Agreement that b their nature should or are intended to survive the expiration or termination of th Agreement shall survive and the parties shall continue to comply with the provisior of this Agreement that survive. Notwithstanding any termination that may occu each party shall continue to be responsible for carrying out all the terms and conditions required by law to ensure an orderly and proper conclusion.

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7. **COMPLIANCE WITH LAWS.** Local Health Department shall comply with all state and federal statutes and regulations applicable to Local Health Department, the Services and the Program in performing Local Health Department's obligations under this Agreement. Local Health Department represents and warrants that neither Local Health Department nor its principals or personnel are presently, nor will any of them be during the term of this Agreement, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or funding agency.

8. **HIPAA (if applicable).** In the event that Local Health Department's performance under this Agreement may expose Local Health Department to individually identifiable health information or other medical information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and any regulations promulgated in connection thereto, then Local Health Department agrees to execute and deliver a copy of HELUNA HEALTH's standard Business Associate Agreement or Business Associate sub Local Health Department Agreement, as applicable, as required by HIPAA.

9. **CONFIDENTIALITY AND NON-DISCLOSURE.** HELUNA HEALTH and Local Health Department agree that during the course of this Agreement, Local Health Department may be exposed to and become aware of certain unique and confidential information and special knowledge (hereinafter "Confidential Information") provided to or developed by HELUNA HEALTH and/or Local Health Department. Said Confidential Information includes, but is not limited to, the identity of actual and potential clients of HELUNA HEALTH, client lists, particular needs of each client, the manner in which business is conducted with each client, addresses, telephone numbers, and specific characteristics of clients; financial information about HELUNA HEALTH and/or its clients; client information reports; mailing labels; various sales and marketing information; sales report forms; pricing information (such as price lists, quotation guides, previous or outstanding quotations, or billing information); pending projects or proposals; business plans and projections, including new product, facility or expansion plans; employee salaries; contracts and wage information; mailing plans and programs; technical know-how; designs; products ordered; business methods; processes; records; specifications; computer programs; accounting; and information disclosed to HELUNA HEALTH by any third party which HELUNA HEALTH is obligated to treat as confidential and/or proprietary.

   Local Health Department expressly acknowledges that the Confidential Information constitutes confidential, valuable, special and unique assets of HELUNA HEALTH or, if applicable, any third-parties who may have disclosed Confidential Information to HELUNA HEALTH and that the Confidential Information belongs to and shall remain the property of HELUNA HEALTH and such third-parties. Local Health Department further expressly acknowledges that the Confidential Information derives independent actual or potential economic value from not being generally known to the public or to other persons and Local Health Department agrees to afford HELUNA HEALTH protection against any unauthorized use of the Confidential Information or any use of the Confidential Information in any manner that may be detrimental to HELUNA HEALTH.

   Therefore, Local Health Department agrees to hold any and all Confidential Information in the strictest of confidence, whether or not particular portions or aspects thereof may also be available from other sources. Local Health Department shall not disclose Confidential Information in any manner whatsoever, directly or indirectly, or use it in any way whatsoever, either during the term of this Agreement or at any time thereafter, except solely for the purpose of performance under this Agreement. Further, Local Health Department shall develop and maintain procedures and take other reasonable steps in furtherance of HELUNA HEALTH's desire to maintain the confidentiality of the Confidential Information.

   All documents and other items which might be deemed the subject of or related to Confidential Information of HELUNA HEALTH's business, whether prepared, conceived, originated, discovered, or developed by Local Health Department, in whole or in part, or otherwise coming into Local Health Department's possession, shall remain the exclusive property of HELUNA HEALTH and shall not be copied or removed from the premises of HELUNA HEALTH without the express written consent of HELUNA HEALTH. All such items, and any copies thereof, shall be immediately returned to HELUNA HEALTH by Local Health Department upon request at any time and upon termination of this Agreement. This section shall survive expiration or termination of this Agreement.

10. **NON-SOLICITATION OF EMPLOYEES.** During the term of this Agreement and for two years following its termination, Local Health Department shall not induce, encourage, or advise any person who is employed by or is engaged as an agent or independent Local Health Department by HELUNA HEALTH to leave the employment of HELUNA HEALTH or otherwise raid the employees of HELUNA HEALTH, without the express written consent of HELUNA HEALTH. Nothing contained in this paragraph shall constitute a waiver by HELUNA HEALTH of any rights it may have if Local Health Department engages in actionable conduct after the two-year period referred to above.

11. **WORKS FOR HIRE.** Local Health Department agrees that all inventions, origin works of authorship, developments, concepts, know-how, discoveries, idea logos, improvements, trade secrets, secret processes, patents, pate applications, software, platforms, service marks, trademarks, tradema applications, copyright and copyright registrations, whether or not patentable registerable under copyright, trademark or other similar laws, made, conceived developed by Local Health Department, in whole or in part, either alone or connection with others, that relate to the Services under this Agreement or th operations, activities, research, investigation, business or obligations of HELUN HEALTH (collectively, the "Work Product") are the sole property of the HELUN HEALTH and all right, title, interest and ownership in all such Work Produc including but not limited to copyrights, trademarks, patents, trade secret right trade names, and know-how and the rights to secure any renewals, reissues, ar extensions thereof, will vest in the HELUNA HEALTH. The Work Product will b deemed to be "works made for hire" under United States copyright law (17 U.S. Section 101 et seq.) and made in the course of this Agreement, and Local Heal Department expressly disclaims any interest in the Work Product.

    To the extent that the Work Product may not, by operation of law, vest in th HELUNA HEALTH or may not be considered to be works made for hire, all righ title and interest therein are hereby irrevocably assigned to the HELUNA HEALTH Local Health Department understands that HELUNA HEALTH may register th copyright, trademark, patent and other rights in the Work Product in HELUN HEALTH's name and Local Health Department grants HELUNA HEALTH th exclusive right, and appoints HELUNA HEALTH as attorney-in-fact, to execute ar prosecute in Local Health Department's name as author or inventor or in HELUN HEALTH's name as assignee, any application for registration or recordation of ar copyright, trademark, patent or other right or interest in or to the Work Product, ar to undertake any enforcement action with respect to any Work Product. Loc Health Department hereby agrees to sign such applications, document assignment forms and other papers as the HELUNA HEALTH requests from tim to time to further confirm this assignment and Local Health Department agrees give the HELUNA HEALTH and any person designated by the HELUNA HEALT any reasonable assistance required to perfect and enforce the rights defined in th section. Local Health Department further understands that the HELUNA HEALT has full, complete and exclusive ownership of the Work Product. In the event th aforementioned assignment is invalid, Local Health Department grants HELUN HEALTH a non-exclusive, worldwide, perpetual, fully paid-up, irrevocable, rig and license to use, reproduce, make, sell, perform and display (publicly otherwise), and distribute, and modify and otherwise make derivative works of th Work Product and to authorize third parties to perform any or all of the foregoir on its behalf, including through multiple tiers of sublicenses. Local Heal Department agrees not to use the Work Product Property for the benefit of anyor other than HELUNA HEALTH without HELUNA HEALTH's prior written permissio

    All rights, interest and ownership to the Work Product granted or assigned HELUNA HEALTH hereunder shall be subject to any rights of the Program und HELUNA HEALTH's agreement with the Program and any rights of the Unite States Federal Government under applicable laws and regulations.

12. **INDEMNITY.** Local Health Department hereby agrees to indemnify, hold harmles and defend HELUNA HEALTH, its board of trustees, officers, directors, agents Local Health Departments, subcontractors, employees, affiliated companies representatives, and agents (collectively, the "Local Health Departmer Indemnified Parties") from and against any and all claims, causes of action, costs demands, lawsuits, expenses (including, without limitation, attorney's fees an costs), interest, penalties, losses, damages, settlements, liabilities, and any an all amounts paid in investigation or defense incurred by any of the Local Healt Department Indemnified Parties arising out of or resulting from: (i) Local Healt Department's (or its agents', subcontractors' or employees') performance of th Services; (ii) Local Health Department's (or its agents', subcontractors' c employees') default, non-performance or breach of this Agreement, including an representations, warranties, or certifications; (iii) any alleged or actual acts c omissions of Local Health Department (or its agents, subcontractors c employees) relating to services provided outside the scope of this Agreement; (iv Local Health Department's (or its agents', subcontractors' or employees') violatio of any federal, state or local law or regulation; or (v) any claims or actions that th Work Product, or any element thereof, infringes the intellectual, privacy or othe rights of any party.

    If any lawsuit, enforcement or other action is filed against any of the Local Healt Department Indemnified Parties Local Health Department for which the Loca Health Department Indemnified Parties are entitled to indemnification pursuant t this Agreement, Local Health Department and such other Local Healt Department Indemnified Parties may elect to have Local Health Departmen Local Health Department's sole expense, take control of the defense an investigation of such lawsuit or action using attorneys, investigators and other reasonably satisfactory to Local Health Department. The parties shall cooperat in all reasonable respects with the investigation, trial, and defense of any suc lawsuit or action and any appeal arising from it. The terms of this section sha survive the termination of this Agreement.

13. **RECORD RETENTION AND ACCESS TO RECORDS.** Local Health Departme agrees to retain all books, documents, papers, files, accounts, fiscal data, records, and reports relating to this Agreement or the Services, including, but not limited to,

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evidence pertaining costs and expenses, payment information, accounts of services provided and any other information or documentation related to Local Health Department's performance under this Agreement. Local Health Department shall retain all such records for a period of not less than seven (7) years after final payment is made under this Agreement and all pending matters are closed or longer if required by (i) HELUNA HEALTH's record retention policy, (ii) the Program, or (iii) any other applicable laws or regulations, including under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards issued by the federal Office of Management Budget codified at 2 CFR Part 200 ("Uniform Guidance") and Federal Acquisition Regulation (FAR) System regulations at 48 CFR 4.700 et seq. Notwithstanding the foregoing, in the event any litigation, claim, negotiation, audit or other action is commenced prior to the expiration of the aforementioned retention period, all records related to such litigation, claim, negotiation, audit or other action shall be retained until full completion and resolution of the litigation, claim, negotiation, audit or other action.

Local Health Department agrees that HELUNA HEALTH, the Program, the U.S. Comptroller General and their respective authorized representatives or designees shall have the right, upon demand, to access, examine, copy, audit or inspect any and all of the records described in this section, including on-site audits, reviews and copying of records. The terms of this section shall survive expiration or termination of the Agreement.

14. **AMENDMENTS.** Amendments to this Agreement shall be in writing, signed by the party to be obligated by such amendment and attached to this Agreement.

15. **GOVERNING LAW; VENUE.** This Agreement shall be interpreted, construed and governed by, in accordance with and consistent with the laws of the State of California without giving effect to its conflicts of laws principals. The sole, exclusive and proper venue for any proceedings brought to interpret or enforce this Agreement or to obtain a declaration of the rights of the parties hereunder shall be Los Angeles County, California. Each of the parties hereto submits to the exclusive personal jurisdiction of the courts located in Los Angeles County, California and waives any defense of forum non conveniens.

16. **EQUITABLE RELIEF.** In light of the irreparable harm to HELUNA HEALTH that a breach by Local Health Department of Sections 9, 10 and 11 of these Terms and Conditions would cause, in addition to other remedies set forth in this Agreement and other relief for violations of this Agreement, HELUNA HEALTH shall be entitled to enjoin Local Health Department from any breach or threatened breach of such Sections, to the extent permitted by law and without bond.

17. **FAIR INTERPRETATION.** The language appearing in all parts of this Agreement shall be construed, in all cases, according to its fair meaning in the English language, and not strictly construed for or against any party hereto. This Agreement has been prepared jointly by the parties hereto after arm's length negotiations and any uncertainty or ambiguity contained in this Agreement, if any, shall not be interpreted or construed against any party, but according to its fair meaning applying the applicable rules of interpretation and construction of contracts.

18. **NO WAIVER.** No failure or delay by any party in exercising a right, power or remedy under the Agreement shall operate as a waiver of any such right or other right, power or remedy. No waiver of, or acquiescence in, any breach or default of any one or more of the terms, provisions or conditions contained in this Agreement shall be deemed to imply or constitute a waiver of any other or succeeding or repeated breach or default hereunder. The consent or approval by any party hereto to or of any act of the other party hereto requiring further consent or approval shall not be deemed to waive or render unnecessary any consent or approval to or of any subsequent similar acts.

19. **NOTICES.** Any notice given in connection with this agreement shall be in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated in Section 1: Identified Parties. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

20. **REMEDIES NON-EXCLUSIVE.** Except where otherwise expressly set forth herein, all remedies provided by this Agreement shall be deemed to be cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the respective parties at law or in equity.

21. **SEVERABILITY**. If any term, provision, condition or other portion of this Agreement is determined to be invalid, void or unenforceable by a forum of competent jurisdiction, the same shall not affect any other term, provision, condition or other portion hereof, and the remainder of this Agreement shall remain in full force and effect, as if such invalid, void or unenforceable term, provision, condition or other portion of this Agreement did not appear herein.

22. **NON-ASSIGNABILITY.** This agreement shall not be assigned, in whole or in part, by Local Health Department without the prior written approval and consent of HELUNA HEALTH.

23. **COUNTERPARTS**. This Agreement may be executed in two or more counterpart each of which shall be deemed an original and all of which together shall constitu one instrument. Any signed counterpart delivered by electronic mail or facsimi shall be deemed for all purposes to constitute such party's good and val execution and delivery of this Agreement.

24. **FEDERAL TERMS AND CONDITIONS**.

A. Equal Employment Opportunity. Except as otherwise provided under 41 CF Part 60, to the extent this Agreement meets the definition of a "federal assisted construction contract" as set forth in 41 CFR Part 60-1.3, Local Heal Department agrees at all times during the term of this Agreement to comp with and abide by the following: (i) the equal opportunity clause ("Equ Opportunity Clause") in 41 CFR 60-1.4(b) in accordance with Executive Ord 11246, as amended by Executive Order 11375 and that the Equal Opportuni Clause is a part of this Agreement and incorporated herein by this referenc and (ii) the regulations implementing the Equal Opportunity Clause at 41 CF Part 60 and that such implementing regulations are a part of this Agreeme and incorporated herein by this reference.

B. Davis-Bacon Act and Copeland "Anti-Kickback" Act. To the extent th Agreement is for construction services (new construction or repair), Loc Health Department agrees at all times during the term of this Agreement comply with and abide by: (i) the terms of the Davis-Bacon Act, codified at 4 U.S.C. 3141 et seq., as supplemented by regulations at 29 CFR Part 5, ar that such terms and regulations are a part of this Agreement and incorporate herein by this reference; and (ii) the terms of the Copeland "Anti-Kick Bac Act, codified at 40 U.S.C. § 3145 et seq., as supplemented by 29 CFR 3, ar that such terms and regulations are a part of this Agreement and incorporate herein by this reference

C. Contract Work Hours and Safety Standards Act. To the extent this Agreeme is in excess of $100,000 and involves the employment of mechanics laborers, Local Health Department agrees at all times during the term of th Agreement to comply with and abide by the terms of the Contract Work Hou and Safety Standards Act, codified at 40 U.S.C. 3701 et seq., supplemented by regulations at 29 CFR Part 5, and that such terms ar regulations are a part of this Agreement and incorporated herein by th reference.

D. Clean Air Act and Federal Water Pollution Control Act. To the extent th Agreement is in excess of $150,000, Local Health Department agrees at times during the term of this Agreement to comply with and abide by th standards, orders or regulations issued pursuant to the Clean Air Act, codifie at 42 U.S.C. 7401 et seq. and the Federal Water Pollution Control Act codifie at 33 U.S.C. 1251 et seq. Local Health Department further agrees to repo any violations of the foregoing to HELUNA HEALTH and the Regional Offic of the Environmental Protection Agency.

E. Debarment and Suspension Certification. Local Health Department certifie that neither Local Health Department nor any of Local Health Department agents, sub Local Health Departments or employees who may perfor services under this Agreement are debarred, suspended or excluded fro participation in any federal assistance programs in accordance with Executiv Orders 12549 and 12689 and its implementing guidelines. Local Heal Department agrees to immediately notify HELUNA HEALTH if Local Heal Department or any of Local Health Department's agents, sub Local Heal Departments or employees who may perform services under this Agreeme become debarred, suspended or excluded from participation in feder assistance programs or federal contract transactions.

F. Byrd Anti-Lobbying Amendment Certification. To the extent this Agreement in excess of $100,000, Local Health Department certifies that neither Loc Health Department nor any of Local Health Department's agents, sub Loc Health Departments or employees who may perform services under th Agreement have not used and will not use any Federally appropriated func to pay any person or organization for influencing or attempting to influence a officer or employee of any agency, a member of Congress, officer or employe of Congress, or an employee of a member of Congress in connection wi obtaining any Federal contract, grant or any other award covered by 31 U.S.C 1352. Local Health Department agrees to immediately notify HELUN HEALTH if Local Health Department or any of Local Health Department agents, sub Local Health Departments or employees who may perfor services under this Agreement influence or attempt to influence any officer employee of any agency, a member of Congress, officer or employee Congress, or an employee of a member of Congress in connection wi obtaining any Federal contract, grant or any other award covered by 31 U.S.C 1352.

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ATTACHMENT A

Statement of Work (SOW), Budget, and Reporting

Statement of Work

Activity 1 - Milestone 1	**Activity 1: Establish or enhance ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement recommended containment measures.**	
	Planned Activity *(Provide a title for this milestone)*	Increase the number of bilingual case investigators and contact tracers available to Colusa County Public Health.
	Implementation Plan *(Bulleted items or brief sentences)*	Identify bilingual staff that are available to attend the UCSF case investigation training. Hire additional staff to assist with case investigation and contact tracing. These will be temporary hires as we do not have the capacity to sustain funding for employment.
	Applicant capacity: What is the current capacity to perform this milestone?	We currently have 11 case investigators, 3 of which are bilingual Spanish speakers. We may need to hire additional temporary staff.
	Expected Achieve By Date *(select from drop down)*	August 2020

Activity 1 - Milestone 2	**Activity 1: Establish or enhance ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement recommended containment measures.**	
	Planned Activity (Provide a title for this milestone)	Implement CalCONNECT. Train staff on the utilization of the platform.
	Implementation Plan (Bulleted items or brief sentences)	Move forward with onboarding to CalCONNECT. Discuss with State the option of having staff practicing with the system without having to participate in the training, which at this point is an unrealistic expectation due to workload.

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	Applicant capacity: What is the current capacity to perform this milestone?	We do not have the capacity to implement CalCONNECT at this time due to the training requirements, which also excludes us from accessing the contact tracing workforce available through the State.
	Expected Achieve By Date *(select from drop down)*	August 2020

Activity 2 - Milestone 1	**Activity 2: Improve morbidity and mortality surveillance**	
	Planned Activity (Provide a title for this milestone)	Continue with current practices associated with monitoring local morbidity.
	Implementation Plan (Bulleted items or brief sentences)	Current staffing allows for 3 Public Health nursing staff and 1 Public Health Emergency Preparedness staff to monitor surveillance data. We will ask that our Epidemiological surveillance team, in Shasta County, assist with additional data evaluation. Currently we have an intern from UC Berkeley that is assisting us with data analysis. When her internship is complete we will work with the County of Colusa to determine if there is an option for us to establish a part time temporary position to allow this activity to continue.
	Applicant capacity: What is the current capacity to perform this milestone?	Limited capacity as the staff monitoring surveillance data are also involved in case investigation and contact tracing.
	Expected Achieve By Date *(select from drop down)*	September 2020

Activity 3 - Milestone 1	**Activity 3: Enhance laboratory testing and reporting capacity.**	
	Planned Activity (Provide a title for this milestone)	N/A
	Implementation Plan (Bulleted items or brief sentences)	

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	Applicant capacity: What is the current capacity to perform this milestone?	
	Expected Achieve By Date *(select from drop down)*	

Activity 4 - Milestone 1	**Activity 4: Control COVID-19 in high-risk settings and protect vulnerable or high-risk populations.**	
	Planned Activity (Provide a title for this milestone)	Continue to communicate with our long term care facility and hospital with respect to their baseline and ongoing monitoring of residents, patients and health care workers. Provide technical assistance as needed.
	Implementation Plan (Bulleted items or brief sentences)	Monitor negative COVID-19 reports in CalREDIE, respond to positive reports for residents, patients and health care workers. Provide technical assistance as needed.
	Applicant capacity: What is the current capacity to perform this milestone?	Health care facilities participate in the Colusa County Health Care coalition, through our HPP grant. We communicate frequently. We have identified one staff person that is the primary contact for the two facilities.
	Expected Achieve By Date *(select from drop down)*	August 2020

Activity 4 - Milestone 2	**Activity 4: Control COVID-19 in high-risk settings and protect vulnerable or high-risk populations.**	
	Planned Activity (Provide a title for this milestone)	Implement the State's assessment tool
	Implementation Plan (Bulleted items or brief sentences)	Train and review State's assessment tool to be able to adequately implement.

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	Applicant capacity: What is the current capacity to perform this milestone?	Awaiting the State assessment tool.
	Expected Achieve By Date *(select from drop down)*	September 2020

Activity 4 - Milestone 3	**Activity 4: Control COVID-19 in high-risk settings and protect vulnerable or high-risk populations.**	
	Planned Activity (Provide a title for this milestone)	In coordination with State and Licensing, assist and support the implement mitigation strategies for COVID-19 in all high-risk healthcare facilities.
	Implementation Plan (Bulleted items or brief sentences)	The Tri County healthcare coalition, Colusa, Sutter and Yuba, are working together to mitigate the risks of COVID-19. We will continue to do so through our partnership.
	Applicant capacity: What is the current capacity to perform this milestone?	Additional staff time to support the coalition would be beneficial, however it is by all accounts functioning well at this time.
	Expected Achieve By Date *(select from drop down)*	September 2020

Activity 4 - Milestone 4	**Activity 4: Control COVID-19 in high-risk settings and protect vulnerable or high-risk populations.**	
	Planned Activity (Provide a title for this milestone)	Monitor and provide assistance to high risk employment settings, including but not limited to, rice mills, tomato processing plants, almond processors, mushroom plant, oil processors.

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	Implementation Plan (Bulleted items or brief sentences)	Implement targeted mitigation strategies and provide onsite consolation in conjunction with environmental health to reduce workplace transmission. Encourage employers to follow State and CalOSHA guidance. Provide employers with health education materials in the two primary languages.
	Applicant capacity: What is the current capacity to perform this milestone?	Colusa County Public Health staff continue to consult with high volume employers on a daily basis. Mostly in response to COVID positive employees. We have taken this opportunity to educate employers on mitigating risk factors for their employees. We have also consulted with the State concerning the CDC guidance on essential employees being allow to return to work with certain monitoring in place if they have been in contact with a positive COVID case. We are looking for further guidance as our community is largely agricultural and employers are asking that their employees be allowed to return to work without quarantine.
	Expected Achieve By Date *(select from drop down)*	October 2020

Activity 5 - Milestone 1	**Activity 5: Monitor and mitigate COVID-19 introductions from connected jurisdictions (i.e., neighboring cities, states; including air travel).**	
	Planned Activity (Provide a title for this milestone)	Continue jurisdictional sharing in CalREDIE with neighboring counties.
	Implementation Plan (Bulleted items or brief sentences)	Train staff on use of jurisdictional sharing in CalREDIE. Continue to participate in Region 3 conference calls. Continue to submit SitReps with our RDMHS.
	Applicant capacity: What is the current capacity to perform this milestone?	Currently conducting these activities, could expand efforts.
	Expected Achieve By Date	August 2020

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	(select from drop down)	

Activity 6 - Milestone 1	**Activity 6: Work with healthcare system to manage and monitor system capacity.**	
	Planned Activity (Provide a title for this milestone)	Public Health Emergency Preparedness staff will continue to monitor hospital capacity, clinic capacity and medical supply needs. There is currently a robust system in place for health care providers to request medical supplies and identify current status of operations. We will continue to monitor throughout our MHOAC program and report appropriately via our SITREPS.
	Implementation Plan (Bulleted items or brief sentences)	Continually monitor the effectiveness of systems currently in place and adjust as appropriate.
	Applicant capacity: What is the current capacity to perform this milestone?	MHOAC role has been established in Colusa County for a significant amount of time. We have exercised on the role, tested its capacity and made adjustments as needed. Colusa County moved from identifying a single individual as the MHOAC to a "role", so that the function would remain active regardless. This has worked well for our County.
	Expected Achieve By Date *(select from drop down)*	August 2020

Activity 6 - Milestone 2	**Activity 6: Work with healthcare system to manage and monitor system capacity.**	
	Planned Activity (Provide a title for this milestone)	Increase the availability of epidemiology support.
	Implementation Plan (Bulleted items or brief sentences)	Consider either increasing our contract with Shasta County for epi support or hiring a part time epidemiologist for the Department.

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	Applicant capacity: What is the current capacity to perform this milestone?	Currently we have a part time epi contract with Shasta County.
	Expected Achieve By Date *(select from drop down)*	September 2020

Activity 7 - Milestone 1	**Activity 7: Improve understanding of jurisdictional communities with respect to COVID-19 risk.**	
	Planned Activity (Provide a title for this milestone)	Continue to educate the public as to high risk populations and how to mitigate their risk factors.
	Implementation Plan (Bulleted items or brief sentences)	Continue with a media campaign that identifies those individuals at higher risk. Promote opportunities for testing and health care for those without insurance and low income. Remain cognizant of the importance of providing information in Spanish at an appropriate literacy level.
	Applicant capacity: What is the current capacity to perform this milestone?	Currently maintaining this capacity but with additional assistance certainly could improve activities.
	Expected Achieve By Date *(select from drop down)*	November 2020

Activity 7 - Milestone 2	**Activity 7: Improve understanding of jurisdictional communities with respect to COVID-19 risk.**	
	Planned Activity (Provide a title for this milestone)	Continue discussions with law enforcement, County Government and Environmental Health on compliance and enforcement.
	Implementation Plan (Bulleted items or brief sentences)	Communication with law enforcement, County Government and Environmental Health on compliance issues and the impact on disease spread.

Attachment: 0187.1180_Colusa_WOA_Amend1 (6445 : ELC CARES Project)

	Applicant capacity: What is the current capacity to perform this milestone?	We currently do not have any enforcement in place.
	Expected Achieve By Date *(select from drop down)*	November 2020

Budget

Expenditure Type	Expenditure Name	Max # of Hours (if hourly employee)	(if available) Monthly Salary/Hourly Range (per budget)	Salary/Hourly Rate	Total % Budgeted	Months Position Budgeted	Original Budget
Director of Nurses	Bonnie Davies	1.5		10,814.00	1.00	21	**2,270.94**
Public Health Nurse II	Constance Rios	1.5		6,854.00	1.00	21	**1,439.34**
Public Health Nurse II	Kade Wilson	1.5		7,695.00	1.00	21	**1,615.95**
Vocational Assistant (Extra Help)		112		2,318.25	75.00	21	**36,512.49**
Vocational Assistant (Extra Help)		112		2,318.25	75.00	21	**36,512.49**
Vocational Assistant (Extra Help)		11.25		2,318.25	7.50	21	**3,651.27**
Total Salaries and Wages							**$ 82,002.48**
FB - Fringe Benefits @ 3.95							**$ 3,239.10**
Total Fringe Benefits					**0.00%**		**$ 3,239.10**
Total Personnel							**$ 85,241.58**
Supplies							
SP - Office Supplies							$ 3,864.09
Total Supplies							**$ 3,864.09**
Equipment							
Equipment							$ 800.00
Total Equipment							**$ 800.00**
Other Costs							
OC - Communications (Language Line Translation Services)							$ 66,375.00
Total Other Costs							**$ 66,375.00**
Total Direct Cost							**$ 156,280.67**
FA - Indirect (Use CDPH Approved Cost Rate for ICR)		**25.0%**	Indirect Type	Personnel			**$ 2,141.33**
				ICR will be charged to 1st three benefited staff only			
Total Budget							**$ 158,422.00**

Total not to exceed $158,422.

Reporting

Progress Reports

Progress reports are due quarterly by the 30th/31st of the month following the end of the quarter.
Progress report will be emailed by the due date to ELCCOVID19@helunahealth.org.

Attachment: 0187.1180_Colusa_WOA_Amend1 (6445 : ELC CARES Project)

Mandatory Grant Disclosures

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Tonya M. Jenkins, Grants Management Specialist
Time Solutions LLC
Office of Grants Services (OGS)
Office of Financial Resources (OFR)
Office of the Chief Operating Officer (OCOO)
Centers for Disease Control and Prevention (CDC)
pjo6@cdc.gov | 404-498-2399 office

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include “Mandatory Grant Disclosures” in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

Attachment: 0187.1180_Colusa_WOA_Amend1 (6445 : ELC CARES Project)

ATTACHMENT B

Insurance Coverage Requirements

Local Health Department (and any sub Local Health Department may use if permitted under the Agreement) shall, at its own expense, obtain and maintain the following self-insurance coverage during all periods while providing services under the Agreement:

General Liability Insurance

(a) Coverage on an occurrence basis of all operations and premises, independent Local Health Departments, products, completed operations explosion, collapse and underground hazards, broad form contractual liability, personal injury (including bodily injury and death), broad form property damage (including completed operations and loss of use) and additional insured endorsement.

(b) The minimum limits of liability under this insurance requirement shall be not less than the following:

(i)	General Aggregate Limit	$2,000,000
(ii)	Each Occurrence	$1,000,000

Workers Compensation & Employer's Liability Insurance

Coverage in accordance with all applicable state laws reflecting the following limits of liability

(b) Workers' Compensation:

(i) California Statutory Benefits

(b) Employer's Liability:

(i)	$1,000,000	Bodily Injury each Accident
(ii)	$1,000,000	Bodily Injury by Disease – Policy Limit
(iii)	$1,000,000	Bodily Injury by Disease – Each Employee

Comprehensive Automobile Liability Insurance

Coverage for all owned, hired and non-owned vehicles with limits not less than $1,000,000 combined single limit, bodily injury and property damage liability per occurrence with no annual aggregate limits.

Professional Liability Insurance

Coverage with minimum limits of liability not less than $1,000,000 each occurrence and $2,000,000 annual aggregate. To the extent coverage is afforded on a claims made basis, tail coverage for a minimum of three (3) years shall be required.

All insurance policies shall: (i) name HELUNA HEALTH and any related entities identified by HELUNA HEALTH as Additional Insureds on a primary basis; (ii) stipulate that the insurance is primary and that any insurance carried by any of said Additional Insureds shall be excess and non-contributory insurance; (iii) be provided by carriers rated by A.M. Best Company as "A- VII" or better and be admitted to conduct insurance business in California; (iv) not contain a deductible greater than $1,000; (v) provide that thirty (30) days written notification is to be given to HELUNA HEALTH prior to the non-renewal, cancellation or material alteration of any policy; and (vi) be acceptable to HELUNA HEALTH.

Attachment: 0187.1180_Colusa_WOA_Amend1 (6445 : ELC CARES Project)

CERTIFICATE NO. GL1-7440 AI

CERTIFICATE OF COVERAGE

ISSUE DATE 07/30/2020

Public Risk Innovation, Solutions and Management

C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED	**A- Public Risk Innovation, Solutions and Management**
COVERAGE AFFORDED	**B**
COVERAGE AFFORDED	**C**
COVERAGE AFFORDED	**D**

Member:
COLUSA COUNTY
ATTN: TODD MANOUSE
250 5TH ST
COLUSA, CA 95932-2443

Coverages

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

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	[X] Excess General Liability [X] General Liability Aggregate [X] Auto Liability	PRISM 2 EL-40	07/01/2020	07/01/2021	$1,000,000 $2,000,000 $1,000,000 Limits inclusive of the Member's Self-Insured Retention of $250,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENT BETWEEN COLUSA COUNTY AND HELUNA HEALTH FOR CARES PROJECT, CONTRACT TERM: MAY 1, 2020 TO MARCH 23, 2022.

HELUNA HEALTH IS INCLUDED AS AN ADDITIONAL COVERED PARTY, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

THIS INSURANCE SHALL BE PRIMARY AND NO OTHER INSURANCE SHALL CONTRIBUTE PURSUANT TO ENDORSEMENT NUMBER U-9.

Certificate Holder

HELUNA HEALTH
13300 CROSSROADS PARKWAY NORTH, SUITE 450
CITY OF INDUSTRY, CA 91746

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions and Management

Attachment: 0187.1180_Colusa_WOA_Amend1 (6445 : ELC CARES Project)

CERTIFICATE NO. GL1-7441 CO

CERTIFICATE OF COVERAGE

ISSUE DATE 07/30/2020

Public Risk Innovation, Solutions and Management

C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED	**A- Public Risk Innovation, Solutions and Management**
COVERAGE AFFORDED	**B**
COVERAGE AFFORDED	**C**
COVERAGE AFFORDED	**D**

Member:
COLUSA COUNTY
ATTN: TODD MANOUSE
250 5TH ST
COLUSA, CA 95932-2443

Coverages

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

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	[X] Excess General Liability [X] General Liability Aggregate	PRISM 2 EL-40	07/01/2020	07/01/2021	$1,000,000 $2,000,000 Limits inclusive of the Member's Self-Insured Retention of $250,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE AGREEMENT BETWEEN COLUSA COUNTY AND HELUNA HEALTH FOR CARES PROJECT, CONTRACT TERM: MAY 1, 2020 TO MARCH 23, 2022.

COVERAGE INCLUDES ERRORS & OMISSIONS.

Certificate Holder

HELUNA HEALTH
13300 CROSSROADS PARKWAY NORTH, SUITE 450
CITY OF INDUSTRY, CA 91746

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions and Management

Attachment: 0187.1180_Colusa_WOA_Amend1 (6445 : ELC CARES Project)

CERTIFICATE NO. | ISSUE DATE

WC-3056

CERTIFICATE OF COVERAGE

07/30/2020

PUBLIC RISK INNOVATION, SOLUTIONS AND MANAGEMENT

C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

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

IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED BY: **A - See attached schedule of insurers**

Member:
COLUSA COUNTY
ATTN: TODD MANOUSE
250 5TH ST
COLUSA, CA 95932-2443

COVERAGE AFFORDED BY: **B**

COVERAGE AFFORDED BY: **C**

COVERAGE AFFORDED BY: **D**

Coverages

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

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2020	07/01/2021	WORKERS' COMPENSATION: Difference between Statutory and Member's $1,000,000 Retention EMPLOYERS' LIABILITY: Difference between $5,000,000 and Member's Retention

LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE AGREEMENT BETWEEN COLUSA COUNTY AND HELUNA HEALTH FOR CARES PROJECT, CONTRACT TERM: MAY 1, 2020 TO MARCH 23, 2022.

Certificate Holder

HELUNA HEALTH
13300 CROSSROADS PARKWAY NORTH, SUITE 450
CITY OF INDUSTRY, CA 91746

Cancellation

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

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions and Management

Attachment: 0187.1180_Colusa_WOA_Amend1 (6445 : ELC CARES Project)

ATTACHMENT C

Required Invoice Template
Draft

An example of the required invoice template is attached. The invoice template specific to your agency will be provided after the agreement is fully executed.

Invoice Instructions

The invoice template will be updated monthly and provided the third week of month for the previous month.

Monthly invoice template and supporting documentation are due within 30 days of month end via email to ELCCOVID19Invoices@helunahealth.org.

- Supporting documentation required: Invoice, proof of payment, receipts, and packing slips for any operating cost purchases (i.e. equipment, supplies, etc.).
- For personnel supporting documentation, please provide payroll register or general ledger detail for employees and timesheets.

Attachment: 0187.1180_Colusa_WOA_Amend1 (6445 : ELC CARES Project)

INVOICE

Heluna Health
13300 Crossroads Parkway North, Suite 450
City of Industry, CA 91746
(800) 201-7320
ELCCOVID19Invoices@helunahealth.org

Name of Local Health Department _____
Local Health Department Address _____
Contact _____
Telephone # _____
Email _____

Program Number: _____ Invoice No: _____
Period Covered: _____ Date of Invoice: _____
Final: Yes_____ No_____

ITEM	Prior Month Expended	CURRENT EXPENSES	CUMULATIVE EXPENSES	APPROVED BUDGET	UNEXPENDED BALANCE
Non-Heluna Health Personnel Costs					
Position Title	$0.00	$0.00	$0.00	$0.00	$0.00
Total Salaries	$0.00	$0.00	$0.00	$0.00	$0.00
Total Benefits	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL NON-HELUNA HEALTH PERSONNEL COSTS	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Operating Costs					
Line 1	$0.00	$0.00	$0.00	$0.00	$0.00
Line 2	$0.00	$0.00	$0.00	$0.00	$0.00
Line 3	$0.00	$0.00	$0.00	$0.00	$0.00
Line 4	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL OPERATING COSTS	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
TOTAL DIRECT COSTS	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Indirect Costs	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
TOTAL INVOICE	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Please submit only one (1) invoice per month.
Due Date: Invoice and supporting documentation are due within 30 days of month end via email to ELCCOVID19Invoices@helunahealth.org.
Supporting documentation required: Invoice, proof of payment, receipts, and packing slips for any operating cost purchases (i.e. equipment, supplies, etc.).
For personnel supporting documentation, please provide payroll register or general ledger detail for employees and timesheets.

I certify that all expenditures reported are for appropriate purposes and in accordance with the terms and conditions of the agreement.

_____ _____
Signature Date

_____
Printed Name and Title

**********************Heluna Health Use Only**********************

Received on: _____

First Review & Date: _____

Approver & Date: _____

Date Sent to Accounting: _____

Attachment: 0187.1180_Colusa_WOA_Amend1 (6445 : ELC CARES Project)

Heluna Health
EMPOWERING POPULATION HEALTH INITIATIVES SINCE 1969

13300 Crossroads Parkway North, Suite 450 | City of Industry, CA | 91746
Phone: 800.201.7320 | Fax: 562.205.2453 | www.helunahealth.org

WORK ORDER AGREEMENT

This Work Order Agreement (this "Agreement") is hereby made by and between Public Health Foundation Enterprises, Inc. DBA Heluna Health, a 501(c)(3) California nonprofit corporation (hereafter "HELUNA HEALTH", or "Client"), and the Local Health Department identified below (hereafter "Local Health Department") and sets forth the terms and conditions between Client and Local Health Department, for agreed services, as required by the Client, and as stated in this Agreement. This Agreement does not designate Local Health Department as the agent or legal representative of HELUNA HEALTH for any purpose whatsoever. (HELUNA HEALTH and Local Health Department shall be referred to herein individually as a "party" and collectively as the "parties").

I. IDENTIFIED PARTIES

CLIENT
Heluna Health
13300 Crossroads Parkway North, Suite 450
City of Industry, CA 91746
www.helunahealth.org
ATTN: Rochelle McLaurin, Deputy Director
ELCCOVID19Invoices@helunahealth.org

Grant#: 6NU50CK000539-01-08 DHHS-CDC CFDA#: 93.323

LOCAL HEALTH DEPARTMENT
County of Colusa
251 E. Webster Street
Colusa, CA 95932
ATTN: Bonnie Davies, Director Public Health
Bonnie.Davies@countyofcolusa.com
(530) 520-0380

Program#: 0187.1180

II. TERM. Unless otherwise terminated or extended by written notice, the term of this Agreement shall commence on **5/1/2020** and term on **3/31/2021**.

III. SERVICES AND COMPENSATION. Local Health Department shall perform the services (the "Services") described below and as described in Attachment A, Statement of Work ("SOW") attached hereto and incorporated herein by this reference. The Services will take place at the location as referenced in Section 1. Identified Parties for Local Health Department and at such other location as may be set forth in the SOW.

(a) Services. Local Health Department shall perform all services as stated in the SOW. Local Health Department shall perform the Services in accordance with generally accepted professional standards and in an expeditious and economical manner consistent with sound professional practices. Local Health Department maintains and shall maintain at all times during the term of this Agreement all applicable federal, state and local business and other licenses, including any professional licenses or certificates, industrial permits and/or licenses, industry specific licenses, licenses required by the state(s) and/or locality(s) in which it does business, fictitious business names, federal tax identification numbers, insurance, and anything else required of Local Health Department as a business operator or to perform the Services.

(b) Payment. HELUNA HEALTH agrees to compensate the Local Health Department on a **Cost-Reimbursable Contract. See Attachment A "Budget" for line item budget detail**. Local Health Department shall be compensated only for Services actually performed and required as set forth herein and any services in excess will not be compensated. The total compensation payable to the Local Health Department hereunder shall be as set forth below: A total to not exceed **$158,422.00**.

If for any reason Local Health Department receives an overpayment of amount described above, Local Health Department shall promptly notify HELUNA HEALTH or such and repay said amount to HELUNA HEALTH within 10 days of demand for such repayment.

(c) Invoice. Invoices shall be submitted: **Monthly, No Later than 30 Days after month end. See Attachment C for "Required Invoice Template."**

Payment for all undisputed amounts of submitted invoices shall be paid no later than 30 days after HELUNA HEALTH's receipt of the invoice and required back up documentation. Local Health Department shall submit invoices to the attention of the contact person identified by HELUNA HEALTH. All final invoices must be received within 45 days of the expiration or termination of this Agreement or within such earlier time period as HELUNA HEALTH may require. If any invoices are not submitted within such time periods, Local Health Department waives all rights to payment under such invoices. Local Health Department shall be solely responsible for the payment of all federal, state and local income taxes, social security taxes, federal and state unemployment insurance and similar taxes and all other assessments, taxes, contributions or sums payable with respect to Local Health Department or its employees as a result of or in connection with the Services performed by Local Health Department hereunder.

(d) Budget Modifications.

The budget may be modified accordingly:

- Informal Budget Modification: Two (2) times throughout the term of this agreement. The informal budget modification must be a change of <10% of the total budget. The request must be in writing to ELCCOVID19Invoices@helunahealth.org. Any informal budget modification request must be submitted thirty (30) days before the end of the agreement term.
- Formal Budget Modification: Two (2) times throughout the term of this agreement. The formal budget modification must be a change of 10% or greater of the total budget. The request must be in writing on agency letterhead to ELCCOVID19Invoices@helunahealth.org. Any formal budget modification request must be submitted sixty (60) days before the end of the agreement term.

IV. INSURANCE. Local Health Department, at its sole cost and expense, shall at all times during the term of this Agreement maintain the insurance coverage set forth on Attachment B, attached hereto and incorporated herein by this reference, on the terms and conditions described therein. Evidence of such insurance coverage shall be provided to HELUNA HEALTH by Local Health Department prior to commencing performance of the Services under this Agreement in the form of a Certificate of Insurance or Certificate of Self-Insurance.

Attachment: C20-159 Heluna Health (6445 : ELC CARES Project)

V. **AUTHORIZED SIGNERS.** The undersigned certify their acknowledgment of the nature and scope of this agreement and support it in its entirety.

9/10/20
Signature & Date
Heluna Health

Signature & Date
County of Colusa

Denise J. Carter, Chair
Name & Title

Signature & Date

Melissa Kitts, Deputy Clerk
Name & Title

9/1/2020
Signature & Date

Marcos Kropf, County Counsel
Name & Title

TERMS AND CONDITIONS

1. **INDEPENDENT LOCAL HEALTH DEPARTMENT RELATIONSHIP.** Nothing herein is intended to place the parties in the relationship of employer-employee, partners, joint venturers, or in anything other than an independent Local Health Department relationship. Local Health Department shall not be an employee of HELUNA HEALTH for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third party liability claims.

   Local Health Department shall retain sole and absolute discretion and judgment in the manner and means of carrying out Local Health Department's Services hereunder. Local Health Department is in control of the means by which the Services are accomplished. Any advice given to Local Health Department regarding the Services shall be considered a suggestion only, not an instruction. HELUNA HEALTH retains the right, but does not have the obligation, to inspect, stop, or alter the work of Local Health Department to assure its conformity with this Agreement. Local Health Department shall be responsible for completing the Services in accordance with this Agreement and within the time period and schedule set forth in the SOW, but Local Health Department will not be required to follow or establish a regular or daily work schedule.

2. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES.** Neither federal, nor state, nor local income tax nor payroll taxes of any kind shall be withheld or paid by HELUNA HEALTH on behalf of Local Health Department or the employees of Local Health Department. Local Health Department shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

   Local Health Department understands that Local Health Department is responsible to pay, according to law, Local Health Department's income taxes. If Local Health Department is not a corporation or other legal entity, Local Health Department further understands that Local Health Department may be liable for self-employment (social security) tax, to be paid by Local Health Department according to law. Local Health Department agrees to defend, indemnify and hold HELUNA HEALTH harmless from any and all claims made by federal, state and local taxing authorities on account of Local Health Department's failure to pay any federal, state or local income and self- employment taxes or other assessments due as a result of Local Health Department's Services hereunder. Furthermore, to avoid conflict with federal or state regulations, Local Health Department will not be eligible for employment with HELUNA HEALTH within the same calendar year in which Local Health Department performed services for HELUNA HEALTH.

3. **FRINGE BENEFITS.** Because Local Health Department is an independent entity, Local Health Department is not eligible for, and shall not participate in, any HELUNA HEALTH pension, health, or other fringe or employee benefit plans. Only perso hired as HELUNA HEALTH employees will receive fringe benefits.

4. **WORKERS' COMPENSATION.** No workers' compensation insurance shal obtained by HELUNA HEALTH concerning Local Health Department or employees of Local Health Department. All persons hired by Local He Department to assist in performing the tasks and duties necessary to complete Services shall be the employees of Local Health Department unless specifi indicated otherwise in an agreement signed by all parties. Local Health Departr shall immediately provide proof of insurance, including Workers' Compens insurance and General Liability insurance, covering said employees, upon req of HELUNA HEALTH.

5. **EQUIPMENT AND SUPPLIES.** Local Health Department or Jurisdiction provide all necessary equipment, materials and supplies required by Local He Department to perform the Services.

6. **TERMINATION.** HELUNA HEALTH may terminate this Agreement without ca at any time by giving written notice to Local Health Department at least 15 days to the effective date of termination. Either party may terminate this Agreement reasonable cause effective immediately by giving written notice of terminatio reasonable cause to the other party. Reasonable cause shall mean: (A) mat violation or breach of this Agreement; (B) any act of the other party that expose terminating party to liability to others for personal injury or property damage or other harm, damage or injury; (C) cancellation or reduction of funding affecting Program affecting the Services; or (D) improper use of funds. In the event Agreement is terminated for reasonable cause by HELUNA HEALTH, Local He Department shall not be relieved of any liability to HELUNA HEALTH for dama and HELUNA HEALTH may withhold any payments to Local Health Departmer the purpose of setoff until such time as the actual amount of damages du HELUNA HEALTH from Local Health Department is determined.

   Upon the expiration or termination of this Agreement, Local Health Department immediately return to HELUNA HEALTH all computers, cell phones, smart pho computer programs, files, documentation, user data, media, related mate finished or unfinished documents, studies, reports and any and all Confide Information (as defined below) and Work Product (as defined below). HELU HEALTH shall have the right to withhold final payment to Local Health Departr until all such items are returned to HELUNA HEALTH.

   These Terms and Conditions and any other provisions of this Agreement tha their nature should or are intended to survive the expiration or termination of Agreement shall survive and the parties shall continue to comply with the provisions of this Agreement that survive. Notwithstanding any termination that may occur, each party shall continue to be responsible for carrying out all the terms and conditions required by law to ensure an orderly and proper conclusion.

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C20-159

7. **COMPLIANCE WITH LAWS.** Local Health Department shall comply with all state and federal statutes and regulations applicable to Local Health Department, the Services and the Program in performing Local Health Department's obligations under this Agreement. Local Health Department represents and warrants that neither Local Health Department nor its principals or personnel are presently, nor will any of them be during the term of this Agreement, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or funding agency.

8. **HIPAA (if applicable).** In the event that Local Health Department's performance under this Agreement may expose Local Health Department to individually identifiable health information or other medical information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and any regulations promulgated in connection thereto, then Local Health Department agrees to execute and deliver a copy of HELUNA HEALTH's standard Business Associate Agreement or Business Associate sub Local Health Department Agreement, as applicable, as required by HIPAA.

9. **CONFIDENTIALITY AND NON-DISCLOSURE.** HELUNA HEALTH and Local Health Department agree that during the course of this Agreement, Local Health Department may be exposed to and become aware of certain unique and confidential information and special knowledge (hereinafter "Confidential Information") provided to or developed by HELUNA HEALTH and/or Local Health Department. Said Confidential Information includes, but is not limited to, the identity of actual and potential clients of HELUNA HEALTH, client lists, particular needs of each client, the manner in which business is conducted with each client, addresses, telephone numbers, and specific characteristics of clients; financial information about HELUNA HEALTH and/or its clients; client information reports; mailing labels; various sales and marketing information; sales report forms; pricing information (such as price lists, quotation guides, previous or outstanding quotations, or billing information); pending projects or proposals; business plans and projections, including new product, facility or expansion plans; employee salaries; contracts and wage information; mailing plans and programs; technical know-how; designs; products ordered; business methods; processes; records; specifications; computer programs; accounting; and information disclosed to HELUNA HEALTH by any third party which HELUNA HEALTH is obligated to treat as confidential and/or proprietary.

Local Health Department expressly acknowledges that the Confidential Information constitutes confidential, valuable, special and unique assets of HELUNA HEALTH or, if applicable, any third-parties who may have disclosed Confidential Information to HELUNA HEALTH and that the Confidential Information belongs to and shall remain the property of HELUNA HEALTH and such third-parties. Local Health Department further expressly acknowledges that the Confidential Information derives independent actual or potential economic value from not being generally known to the public or to other persons and Local Health Department agrees to afford HELUNA HEALTH protection against any unauthorized use of the Confidential Information or any use of the Confidential Information in any manner that may be detrimental to HELUNA HEALTH.

Therefore, Local Health Department agrees to hold any and all Confidential Information in the strictest of confidence, whether or not particular portions or aspects thereof may also be available from other sources. Local Health Department shall not disclose Confidential Information in any manner whatsoever, directly or indirectly, or use it in any way whatsoever, either during the term of this Agreement or at any time thereafter, except solely for the purpose of performance under this Agreement. Further, Local Health Department shall develop and maintain procedures and take other reasonable steps in furtherance of HELUNA HEALTH's desire to maintain the confidentiality of the Confidential Information.

All documents and other items which might be deemed the subject of or related to Confidential Information of HELUNA HEALTH's business, whether prepared, conceived, originated, discovered, or developed by Local Health Department, in whole or in part, or otherwise coming into Local Health Department's possession, shall remain the exclusive property of HELUNA HEALTH and shall not be copied or removed from the premises of HELUNA HEALTH without the express written consent of HELUNA HEALTH. All such items, and any copies thereof, shall be immediately returned to HELUNA HEALTH by Local Health Department upon request at any time and upon termination of this Agreement. This section shall survive expiration or termination of this Agreement.

10. **NON-SOLICITATION OF EMPLOYEES.** During the term of this Agreement and for two years following its termination, Local Health Department shall not induce, encourage, or advise any person who is employed by or is engaged as an agent or independent Local Health Department by HELUNA HEALTH to leave the employment of HELUNA HEALTH or otherwise raid the employees of HELUNA HEALTH, without the express written consent of HELUNA HEALTH. Nothing contained in this paragraph shall constitute a waiver by HELUNA HEALTH of any rights it may have if Local Health Department engages in actionable conduct after the two-year period referred to above.

11. **WORKS FOR HIRE.** Local Health Department agrees that all inventions, original works of authorship, developments, concepts, know-how, discoveries, ideas, logos, improvements, trade secrets, secret processes, patents, patent applications, software, platforms, service marks, trademarks, trademark applications, copyright and copyright registrations, whether or not patentable or registerable under copyright, trademark or other similar laws, made, conceived or developed by Local Health Department, in whole or in part, either alone or in connection with others, that relate to the Services under this Agreement or the operations, activities, research, investigation, business or obligations of HELUNA HEALTH (collectively, the "Work Product") are the sole property of the HELUNA HEALTH and all right, title, interest and ownership in all such Work Product, including but not limited to copyrights, trademarks, patents, trade secret rights, trade names, and know-how and the rights to secure any renewals, reissues, and extensions thereof, will vest in the HELUNA HEALTH. The Work Product will be deemed to be "works made for hire" under United States copyright law (17 U.S.C. Section 101 et seq.) and made in the course of this Agreement, and Local Health Department expressly disclaims any interest in the Work Product.

To the extent that the Work Product may not, by operation of law, vest in the HELUNA HEALTH or may not be considered to be works made for hire, all right, title and interest therein are hereby irrevocably assigned to the HELUNA HEALTH. Local Health Department understands that HELUNA HEALTH may register the copyright, trademark, patent and other rights in the Work Product in HELUNA HEALTH's name and Local Health Department grants HELUNA HEALTH the exclusive right, and appoints HELUNA HEALTH as attorney-in-fact, to execute and prosecute in Local Health Department's name as author or inventor or in HELUNA HEALTH's name as assignee, any application for registration or recordation of any copyright, trademark, patent or other right or interest in or to the Work Product, and to undertake any enforcement action with respect to any Work Product. Local Health Department hereby agrees to sign such applications, documents, assignment forms and other papers as the HELUNA HEALTH requests from time to time to further confirm this assignment and Local Health Department agrees to give the HELUNA HEALTH and any person designated by the HELUNA HEALTH any reasonable assistance required to perfect and enforce the rights defined in this section. Local Health Department further understands that the HELUNA HEALTH has full, complete and exclusive ownership of the Work Product. In the event the aforementioned assignment is invalid, Local Health Department grants HELUNA HEALTH a non-exclusive, worldwide, perpetual, fully paid-up, irrevocable, right and license to use, reproduce, make, sell, perform and display (publicly or otherwise), and distribute, and modify and otherwise make derivative works of the Work Product and to authorize third parties to perform any or all of the foregoing on its behalf, including through multiple tiers of sublicenses. Local Health Department agrees not to use the Work Product Property for the benefit of anyone other than HELUNA HEALTH without HELUNA HEALTH's prior written permission.

All rights, interest and ownership to the Work Product granted or assigned to HELUNA HEALTH hereunder shall be subject to any rights of the Program under HELUNA HEALTH's agreement with the Program and any rights of the United States Federal Government under applicable laws and regulations.

12. **INDEMNITY.** Local Health Department hereby agrees to indemnify, hold harmless and defend HELUNA HEALTH, its board of trustees, officers, directors, agents, Local Health Departments, subcontractors, employees, affiliated companies, representatives, and agents (collectively, the "Local Health Department Indemnified Parties") from and against any and all claims, causes of action, costs, demands, lawsuits, expenses (including, without limitation, attorney's fees and costs), interest, penalties, losses, damages, settlements, liabilities, and any and all amounts paid in investigation or defense incurred by any of the Local Health Department Indemnified Parties arising out of or resulting from: (i) Local Health Department's (or its agents', subcontractors' or employees') performance of the Services; (ii) Local Health Department's (or its agents', subcontractors' or employees') default, non-performance or breach of this Agreement, including any representations, warranties, or certifications; (iii) any alleged or actual acts or omissions of Local Health Department (or its agents, subcontractors or employees) relating to services provided outside the scope of this Agreement; (iv) Local Health Department's (or its agents', subcontractors' or employees') violation of any federal, state or local law or regulation; or (v) any claims or actions that the Work Product, or any element thereof, infringes the intellectual, privacy or other rights of any party.

If any lawsuit, enforcement or other action is filed against any of the Local Health Department Indemnified Parties Local Health Department for which the Local Health Department Indemnified Parties are entitled to indemnification pursuant to this Agreement, Local Health Department and such other Local Health Department Indemnified Parties may elect to have Local Health Department, Local Health Department's sole expense, take control of the defense and investigation of such lawsuit or action using attorneys, investigators and others reasonably satisfactory to Local Health Department. The parties shall cooperate in all reasonable respects with the investigation, trial, and defense of any such lawsuit or action and any appeal arising from it. The terms of this section shall survive the termination of this Agreement.

13. **RECORD RETENTION AND ACCESS TO RECORDS.** Local Health Department agrees to retain all books, documents, papers, files, accounts, fiscal data, records, and reports relating to this Agreement or the Services, including, but not limited to,

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evidence pertaining costs and expenses, payment information, accounts of services provided and any other information or documentation related to Local Health Department's performance under this Agreement. Local Health Department shall retain all such records for a period of not less than seven (7) years after final payment is made under this Agreement and all pending matters are closed or longer if required by (i) HELUNA HEALTH's record retention policy, (ii) the Program, or (iii) any other applicable laws or regulations, including under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards issued by the federal Office of Management Budget codified at 2 CFR Part 200 ("Uniform Guidance") and Federal Acquisition Regulation (FAR) System regulations at 48 CFR 4.700 et seq. Notwithstanding the foregoing, in the event any litigation, claim, negotiation, audit or other action is commenced prior to the expiration of the aforementioned retention period, all records related to such litigation, claim, negotiation, audit or other action shall be retained until full completion and resolution of the litigation, claim, negotiation, audit or other action.

Local Health Department agrees that HELUNA HEALTH, the Program, the U.S. Comptroller General and their respective authorized representatives or designees shall have the right, upon demand, to access, examine, copy, audit or inspect any and all of the records described in this section, including on-site audits, reviews and copying of records. The terms of this section shall survive expiration or termination of the Agreement.

14. **AMENDMENTS.** Amendments to this Agreement shall be in writing, signed by the party to be obligated by such amendment and attached to this Agreement.

15. **GOVERNING LAW; VENUE.** This Agreement shall be interpreted, construed and governed by, in accordance with and consistent with the laws of the State of California without giving effect to its conflicts of laws principals. The sole, exclusive and proper venue for any proceedings brought to interpret or enforce this Agreement or to obtain a declaration of the rights of the parties hereunder shall be Los Angeles County, California. Each of the parties hereto submits to the exclusive personal jurisdiction of the courts located in Los Angeles County, California and waives any defense of forum non conveniens.

16. **EQUITABLE RELIEF.** In light of the irreparable harm to HELUNA HEALTH that a breach by Local Health Department of Sections 9, 10 and 11 of these Terms and Conditions would cause, in addition to other remedies set forth in this Agreement and other relief for violations of this Agreement, HELUNA HEALTH shall be entitled to enjoin Local Health Department from any breach or threatened breach of such Sections, to the extent permitted by law and without bond.

17. **FAIR INTERPRETATION.** The language appearing in all parts of this Agreement shall be construed, in all cases, according to its fair meaning in the English language, and not strictly construed for or against any party hereto. This Agreement has been prepared jointly by the parties hereto after arm's length negotiations and any uncertainty or ambiguity contained in this Agreement, if any, shall not be interpreted or construed against any party, but according to its fair meaning applying the applicable rules of interpretation and construction of contracts.

18. **NO WAIVER.** No failure or delay by any party in exercising a right, power or remedy under the Agreement shall operate as a waiver of any such right or other right, power or remedy. No waiver of, or acquiescence in, any breach or default of any one or more of the terms, provisions or conditions contained in this Agreement shall be deemed to imply or constitute a waiver of any other or succeeding or repeated breach or default hereunder. The consent or approval by any party hereto to or of any act of the other party hereto requiring further consent or approval shall not be deemed to waive or render unnecessary any consent or approval to or of any subsequent similar acts.

19. **NOTICES.** Any notice given in connection with this agreement shall be in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated in Section 1: Identified Parties. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

20. **REMEDIES NON-EXCLUSIVE.** Except where otherwise expressly set forth herein, all remedies provided by this Agreement shall be deemed to be cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the respective parties at law or in equity.

21. **SEVERABILITY.** If any term, provision, condition or other portion of this Agreement is determined to be invalid, void or unenforceable by a forum of competent jurisdiction, the same shall not affect any other term, provision, condition or other portion hereof, and the remainder of this Agreement shall remain in full force and effect, as if such invalid, void or unenforceable term, provision, condition or other portion of this Agreement did not appear herein.

22. **NON-ASSIGNABILITY.** This agreement shall not be assigned, in whole or in part, by Local Health Department without the prior written approval and consent of HELUNA HEALTH.

23. **COUNTERPARTS.** This Agreement may be executed in two or more counterpa each of which shall be deemed an original and all of which together shall consti one instrument. Any signed counterpart delivered by electronic mail or facsir shall be deemed for all purposes to constitute such party's good and v execution and delivery of this Agreement.

24. **FEDERAL TERMS AND CONDITIONS.**

A. Equal Employment Opportunity. Except as otherwise provided under 41 C Part 60, to the extent this Agreement meets the definition of a "feder assisted construction contract" as set forth in 41 CFR Part 60-1.3, Local He Department agrees at all times during the term of this Agreement to con with and abide by the following: (i) the equal opportunity clause ("Eq Opportunity Clause") in 41 CFR 60-1.4(b) in accordance with Executive Or 11246, as amended by Executive Order 11375 and that the Equal Opportu Clause is a part of this Agreement and incorporated herein by this referer and (ii) the regulations implementing the Equal Opportunity Clause at 41 C Part 60 and that such implementing regulations are a part of this Agreem and incorporated herein by this reference.

B. Davis-Bacon Act and Copeland "Anti-Kickback" Act. To the extent Agreement is for construction services (new construction or repair), Lo Health Department agrees at all times during the term of this Agreemen comply with and abide by: (i) the terms of the Davis-Bacon Act, codified at U.S.C. 3141 et seq., as supplemented by regulations at 29 CFR Part 5, that such terms and regulations are a part of this Agreement and incorpora herein by this reference; and (ii) the terms of the Copeland "Anti-Kick Ba Act, codified at 40 U.S.C. § 3145 et seq., as supplemented by 29 CFR 3, that such terms and regulations are a part of this Agreement and incorpora herein by this reference

C. Contract Work Hours and Safety Standards Act. To the extent this Agreem is in excess of $100,000 and involves the employment of mechanics laborers, Local Health Department agrees at all times during the term of Agreement to comply with and abide by the terms of the Contract Work Ho and Safety Standards Act, codified at 40 U.S.C. 3701 et seq., supplemented by regulations at 29 CFR Part 5, and that such terms regulations are a part of this Agreement and incorporated herein by reference.

D. Clean Air Act and Federal Water Pollution Control Act. To the extent Agreement is in excess of $150,000, Local Health Department agrees at times during the term of this Agreement to comply with and abide by standards, orders or regulations issued pursuant to the Clean Air Act, codi at 42 U.S.C. 7401 et seq. and the Federal Water Pollution Control Act codi at 33 U.S.C. 1251 et seq. Local Health Department further agrees to rep any violations of the foregoing to HELUNA HEALTH and the Regional Of of the Environmental Protection Agency.

E. Debarment and Suspension Certification. Local Health Department certi that neither Local Health Department nor any of Local Health Departme agents, sub Local Health Departments or employees who may perfo services under this Agreement are debarred, suspended or excluded fr participation in any federal assistance programs in accordance with Execu Orders 12549 and 12689 and its implementing guidelines. Local He Department agrees to immediately notify HELUNA HEALTH if Local He Department or any of Local Health Department's agents, sub Local He Departments or employees who may perform services under this Agreem become debarred, suspended or excluded from participation in fed assistance programs or federal contract transactions.

F. Byrd Anti-Lobbying Amendment Certification. To the extent this Agreemer in excess of $100,000, Local Health Department certifies that neither Lo Health Department nor any of Local Health Department's agents, sub Lo Health Departments or employees who may perform services under Agreement have not used and will not use any Federally appropriated fu to pay any person or organization for influencing or attempting to influence officer or employee of any agency, a member of Congress, officer or emplo of Congress, or an employee of a member of Congress in connection v obtaining any Federal contract, grant or any other award covered by 31 U.S 1352. Local Health Department agrees to immediately notify HELU HEALTH if Local Health Department or any of Local Health Departme agents, sub Local Health Departments or employees who may perfo services under this Agreement influence or attempt to influence any office employee of any agency, a member of Congress, officer or employee Congress, or an employee of a member of Congress in connection v obtaining any Federal contract, grant or any other award covered by 31 U.S 1352.

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ATTACHMENT A

Statement of Work (SOW), Budget, and Reporting

Statement of Work

Activity 1 - Milestone 1	**Activity 1: Establish or enhance ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement recommended containment measures.**	
	Planned Activity *(Provide a title for this milestone)*	Increase the number of bilingual case investigators and contact tracers available to Colusa County Public Health.
	Implementation Plan *(Bulleted items or brief sentences)*	Identify bilingual staff that are available to attend the UCSF case investigation training. Hire additional staff to assist with case investigation and contact tracing. These will be temporary hires as we do not have the capacity to sustain funding for employment.
	Applicant capacity: What is the current capacity to perform this milestone?	We currently have 11 case investigators, 3 of which are bilingual Spanish speakers. We may need to hire additional temporary staff.
	Expected Achieve By Date *(select from drop down)*	August 2020

Activity 1 - Milestone 2	**Activity 1: Establish or enhance ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement recommended containment measures.**	
	Planned Activity (Provide a title for this milestone)	Implement CalCONNECT. Train staff on the utilization of the platform.
	Implementation Plan (Bulleted items or brief sentences)	Move forward with onboarding to CalCONNECT. Discuss with State the option of having staff practicing with the system without having to participate in the training, which at this point is an unrealistic expectation due to workload.

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	Applicant capacity: What is the current capacity to perform this milestone?	We do not have the capacity to implement CalCONNECT at this time due to the training requirements, which also excludes us from accessing the contact tracing workforce available through the State.
	Expected Achieve By Date *(select from drop down)*	August 2020

Activity 2 - Milestone 1	**Activity 2: Improve morbidity and mortality surveillance**	
	Planned Activity (Provide a title for this milestone)	Continue with current practices associated with monitoring local morbidity.
	Implementation Plan (Bulleted items or brief sentences)	Current staffing allows for 3 Public Health nursing staff and 1 Public Health Emergency Preparedness staff to monitor surveillance data. We will ask that our Epidemiological surveillance team, in Shasta County, assist with additional data evaluation. Currently we have an intern from UC Berkeley that is assisting us with data analysis. When her internship is complete we will work with the County of Colusa to determine if there is an option for us to establish a part time temporary position to allow this activity to continue.
	Applicant capacity: What is the current capacity to perform this milestone?	Limited capacity as the staff monitoring surveillance data are also involved in case investigation and contact tracing.
	Expected Achieve By Date *(select from drop down)*	September 2020

Activity 3 - Milestone 1	**Activity 3: Enhance laboratory testing and reporting capacity.**	
	Planned Activity (Provide a title for this milestone)	N/A
	Implementation Plan (Bulleted items or brief sentences)	

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	Applicant capacity: What is the current capacity to perform this milestone?	
	Expected Achieve By Date *(select from drop down)*	

Activity 4 - Milestone 1	**Activity 4: Control COVID-19 in high-risk settings and protect vulnerable or high-risk populations.**	
	Planned Activity (Provide a title for this milestone)	Continue to communicate with our long term care facility and hospital with respect to their baseline and ongoing monitoring of residents, patients and health care workers. Provide technical assistance as needed.
	Implementation Plan (Bulleted items or brief sentences)	Monitor negative COVID-19 reports in CalREDIE, respond to positive reports for residents, patients and health care workers. Provide technical assistance as needed.
	Applicant capacity: What is the current capacity to perform this milestone?	Health care facilities participate in the Colusa County Health Care coalition, through our HPP grant. We communicate frequently. We have identified one staff person that is the primary contact for the two facilities.
	Expected Achieve By Date *(select from drop down)*	August 2020

Activity 4 - Milestone 2	**Activity 4: Control COVID-19 in high-risk settings and protect vulnerable or high-risk populations.**	
	Planned Activity (Provide a title for this milestone)	Implement the State's assessment tool
	Implementation Plan (Bulleted items or brief sentences)	Train and review State's assessment tool to be able to adequately implement.

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	Applicant capacity: What is the current capacity to perform this milestone?	Awaiting the State assessment tool.
	Expected Achieve By Date *(select from drop down)*	September 2020

Activity 4 - Milestone 3	**Activity 4: Control COVID-19 in high-risk settings and protect vulnerable or high-risk populations.**	
	Planned Activity (Provide a title for this milestone)	In coordination with State and Licensing, assist and support the implement mitigation strategies for COVID-19 in all high-risk healthcare facilities.
	Implementation Plan (Bulleted items or brief sentences)	The Tri County healthcare coalition, Colusa, Sutter and Yuba, are working together to mitigate the risks of COVID-19. We will continue to do so through our partnership.
	Applicant capacity: What is the current capacity to perform this milestone?	Additional staff time to support the coalition would be beneficial, however it is by all accounts functioning well at this time.
	Expected Achieve By Date *(select from drop down)*	September 2020

Activity 4 - Milestone 4	**Activity 4: Control COVID-19 in high-risk settings and protect vulnerable or high-risk populations.**	
	Planned Activity (Provide a title for this milestone)	Monitor and provide assistance to high risk employment settings, including but not limited to, rice mills, tomato processing plants, almond processors, mushroom plant, oil processors.

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	Implementation Plan (Bulleted items or brief sentences)	Implement targeted mitigation strategies and provide onsite consolation in conjunction with environmental health to reduce workplace transmission. Encourage employers to follow State and CalOSHA guidance. Provide employers with health education materials in the two primary languages.
	Applicant capacity: What is the current capacity to perform this milestone?	Colusa County Public Health staff continue to consult with high volume employers on a daily basis. Mostly in response to COVID positive employees. We have taken this opportunity to educate employers on mitigating risk factors for their employees. We have also consulted with the State concerning the CDC guidance on essential employees being allow to return to work with certain monitoring in place if they have been in contact with a positive COVID case. We are looking for further guidance as our community is largely agricultural and employers are asking that their employees be allowed to return to work without quarantine.
	Expected Achieve By Date *(select from drop down)*	October 2020

Activity 5 - Milestone 1	**Activity 5: Monitor and mitigate COVID-19 introductions from connected jurisdictions (i.e., neighboring cities, states; including air travel).**	
	Planned Activity (Provide a title for this milestone)	Continue jurisdictional sharing in CalREDIE with neighboring counties.
	Implementation Plan (Bulleted items or brief sentences)	Train staff on use of jurisdictional sharing in CalREDIE. Continue to participate in Region 3 conference calls. Continue to submit SitReps with our RDMHS.
	Applicant capacity: What is the current capacity to perform this milestone?	Currently conducting these activities, could expand efforts.
	Expected Achieve By Date	August 2020

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	(select from drop down)	

Activity 6 - Milestone 1	**Activity 6: Work with healthcare system to manage and monitor system capacity.**	
	Planned Activity (Provide a title for this milestone)	Public Health Emergency Preparedness staff will continue to monitor hospital capacity, clinic capacity and medical supply needs. There is currently a robust system in place for health care providers to request medical supplies and identify current status of operations. We will continue to monitor throughout our MHOAC program and report appropriately via our SITREPS.
	Implementation Plan (Bulleted items or brief sentences)	Continually monitor the effectiveness of systems currently in place and adjust as appropriate.
	Applicant capacity: What is the current capacity to perform this milestone?	MHOAC role has been established in Colusa County for a significant amount of time. We have exercised on the role, tested its capacity and made adjustments as needed. Colusa County moved from identifying a single individual as the MHOAC to a "role", so that the function would remain active regardless. This has worked well for our County.
	Expected Achieve By Date *(select from drop down)*	August 2020

Activity 6 - Milestone 2	**Activity 6: Work with healthcare system to manage and monitor system capacity.**	
	Planned Activity (Provide a title for this milestone)	Increase the availability of epidemiology support.
	Implementation Plan (Bulleted items or brief sentences)	Consider either increasing our contract with Shasta County for epi support or hiring a part time epidemiologist for the Department.

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	Applicant capacity: What is the current capacity to perform this milestone?	Currently we have a part time epi contract with Shasta County.
	Expected Achieve By Date *(select from drop down)*	September 2020

Activity 7 - Milestone 1	**Activity 7: Improve understanding of jurisdictional communities with respect to COVID-19 risk.**	
	Planned Activity (Provide a title for this milestone)	Continue to educate the public as to high risk populations and how to mitigate their risk factors.
	Implementation Plan (Bulleted items or brief sentences)	Continue with a media campaign that identifies those individuals at higher risk. Promote opportunities for testing and health care for those without insurance and low income. Remain cognizant of the importance of providing information in Spanish at an appropriate literacy level.
	Applicant capacity: What is the current capacity to perform this milestone?	Currently maintaining this capacity but with additional assistance certainly could improve activities.
	Expected Achieve By Date *(select from drop down)*	November 2020

Activity 7 - Milestone 2	**Activity 7: Improve understanding of jurisdictional communities with respect to COVID-19 risk.**	
	Planned Activity (Provide a title for this milestone)	Continue discussions with law enforcement, County Government and Environmental Health on compliance and enforcement.
	Implementation Plan (Bulleted items or brief sentences)	Communication with law enforcement, County Government and Environmental Health on compliance issues and the impact on disease spread.

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	Applicant capacity: What is the current capacity to perform this milestone?	We currently do not have any enforcement in place.
	Expected Achieve By Date *(select from drop down)*	November 2020

Budget

Expenditure Type	Expenditure Name	Max # of Hours (if hourly employee)	(if available) Monthly Salary/Hourly Range (per budget)	Salary/Hourly Rate	Total % Budgeted	Months Position Budgeted	Original Budget
Director of Nurses	Bonnie Davies	1.5		10,814.00	1.00	21	**2,270.94**
Public Health Nurse II	Constance Rios	1.5		6,854.00	1.00	21	**1,439.34**
Public Health Nurse II	Kade Wilson	1.5		7,695.00	1.00	21	**1,615.95**
Vocational Assistant (Extra Help)		112		2,318.25	75.00	21	**36,512.49**
Vocational Assistant (Extra Help)		112		2,318.25	75.00	21	**36,512.49**
Vocational Assistant (Extra Help)		11.25		2,318.25	7.50	21	**3,651.27**
Total Salaries and Wages							**$ 82,002.48**
FB - Fringe Benefits @ 3.95							**$ 3,239.10**
Total Fringe Benefits					**0.00%**		**$ 3,239.10**
Total Personnel							**$ 85,241.58**
Supplies							
SP - Office Supplies							$ 3,864.09
Total Supplies							**$ 3,864.09**
Equipment							
Equipment							$ 800.00
Total Equipment							**$ 800.00**
Other Costs							
OC - Communications (Language Line Translation Services)							$ 66,375.00
Total Other Costs							**$ 66,375.00**
Total Direct Cost							**$ 156,280.67**
FA - Indirect (Use CDPH Approved Cost Rate for ICR)		**25.0%**	Indirect Type	Personnel			**$ 2,141.33**
				ICR will be charged to 1st three benefited staff only			
Total Budget							**$ 158,422.00**

Total not to exceed $158,422.

Reporting

Progress Reports

Progress reports are due quarterly by the 30th/31st of the month following the end of the quarter. Progress report will be emailed by the due date to ELCCOVID19@helunahealth.org.

Attachment: C20-159 Heluna Health (6445 : ELC CARES Project)

C20-159

Mandatory Grant Disclosures

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Tonya M. Jenkins, Grants Management Specialist
Time Solutions LLC
Office of Grants Services (OGS)
Office of Financial Resources (OFR)
Office of the Chief Operating Officer (OCOO)
Centers for Disease Control and Prevention (CDC)
pjo6@cdc.gov | 404-498-2399 office

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

Attachment: C20-159 Heluna Health (6445 : ELC CARES Project)

ATTACHMENT B

Insurance Coverage Requirements

Local Health Department (and any sub Local Health Department may use if permitted under the Agreement) shall, at its own expense, obtain and maintain the following self-insurance coverage during all periods while providing services under the Agreement:

General Liability Insurance

(a) Coverage on an occurrence basis of all operations and premises, independent Local Health Departments, products, completed operations, explosion, collapse and underground hazards, broad form contractual liability, personal injury (including bodily injury and death), broad form property damage (including completed operations and loss of use) and additional insured endorsement.

(b) The minimum limits of liability under this insurance requirement shall be not less than the following:

(i)	General Aggregate Limit	$2,000,000
(ii)	Each Occurrence	$1,000,000

Workers Compensation & Employer's Liability Insurance

Coverage in accordance with all applicable state laws reflecting the following limits of liability

(b) Workers' Compensation:

(i) California Statutory Benefits

(b) Employer's Liability:

(i)	$1,000,000	Bodily Injury each Accident
(ii)	$1,000,000	Bodily Injury by Disease – Policy Limit
(iii)	$1,000,000	Bodily Injury by Disease – Each Employee

Comprehensive Automobile Liability Insurance

Coverage for all owned, hired and non-owned vehicles with limits not less than $1,000,000 combined single limit, bodily injury and property damage liability per occurrence with no annual aggregate limits.

Professional Liability Insurance

Coverage with minimum limits of liability not less than $1,000,000 each occurrence and $2,000,000 annual aggregate. To the extent coverage is afforded on a claims made basis, tail coverage for a minimum of three (3) years shall be required.

All insurance policies shall: (i) name HELUNA HEALTH and any related entities identified by HELUNA HEALTH as Additional Insureds on a primary basis; (ii) stipulate that the insurance is primary and that any insurance carried by any of said Additional Insureds shall be excess and non-contributory insurance; (iii) be provided by carriers rated by A.M. Best Company as "A- VII" or better and be admitted to conduct insurance business in California; (iv) not contain a deductible greater than $1,000; (v) provide that thirty (30) days written notification is to be given to HELUNA HEALTH prior to the non-renewal, cancellation or material alteration of any policy; and (vi) be acceptable to HELUNA HEALTH.

Attachment: C20-159 Heluna Health (6445 : ELC CARES Project)

CERTIFICATE NO. ISSUE DATE

GL1-7440 AI	**CERTIFICATE OF COVERAGE**	07/30/2020

Public Risk Innovation, Solutions and Management
C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED	**A- Public Risk Innovation, Solutions and Management**
COVERAGE AFFORDED	**B**
COVERAGE AFFORDED	**C**
COVERAGE AFFORDED	**D**

Member:
COLUSA COUNTY
ATTN: TODD MANOUSE
250 5TH ST
COLUSA, CA 95932-2443

Coverages

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

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	[X] Excess General Liability [X] General Liability Aggregate [X] Auto Liability	PRISM 2 EL-40	07/01/2020	07/01/2021	$1,000,000 $2,000,000 $1,000,000 Limits inclusive of the Member's Self-Insured Retention of $250,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENT BETWEEN COLUSA COUNTY AND HELUNA HEALTH FOR CARES PROJECT, CONTRACT TERM: MAY 1, 2020 TO MARCH 23, 2022.

HELUNA HEALTH IS INCLUDED AS AN ADDITIONAL COVERED PARTY, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

THIS INSURANCE SHALL BE PRIMARY AND NO OTHER INSURANCE SHALL CONTRIBUTE PURSUANT TO ENDORSEMENT NUMBER U-9.

Certificate Holder

HELUNA HEALTH
13300 CROSSROADS PARKWAY NORTH, SUITE 450
CITY OF INDUSTRY, CA 91746

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions and Management

Attachment: C20-159 Heluna Health (6445 : ELC CARES Project)

CERTIFICATE NO. GL1-7441 CO

CERTIFICATE OF COVERAGE

ISSUE DATE 07/30/2020

Public Risk Innovation, Solutions and Management
C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED	**A- Public Risk Innovation, Solutions and Management**
COVERAGE AFFORDED	**B**
COVERAGE AFFORDED	**C**
COVERAGE AFFORDED	**D**

Member:
COLUSA COUNTY
ATTN: TODD MANOUSE
250 5TH ST
COLUSA, CA 95932-2443

Coverages

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

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	[X] Excess General Liability [X] General Liability Aggregate	PRISM 2 EL-40	07/01/2020	07/01/2021	$1,000,000 $2,000,000 Limits inclusive of the Member's Self-Insured Retention of $250,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE AGREEMENT BETWEEN COLUSA COUNTY AND HELUNA HEALTH FOR CARES PROJECT, CONTRACT TERM: MAY 1, 2020 TO MARCH 23, 2022.

COVERAGE INCLUDES ERRORS & OMISSIONS.

Certificate Holder

HELUNA HEALTH
13300 CROSSROADS PARKWAY NORTH, SUITE 450
CITY OF INDUSTRY, CA 91746

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions and Management

Attachment: C20-159 Heluna Health (6445 : ELC CARES Project)

CERTIFICATE NO. ISSUE DATE

WC-3056	**CERTIFICATE OF COVERAGE**	07/30/2020

PUBLIC RISK INNOVATION, SOLUTIONS AND MANAGEMENT

C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

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

IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED BY: **A - See attached schedule of insurers**

Member:
COLUSA COUNTY
ATTN: TODD MANOUSE
250 5TH ST
COLUSA, CA 95932-2443

COVERAGE AFFORDED BY: **B**

COVERAGE AFFORDED BY: **C**

COVERAGE AFFORDED BY: **D**

Coverages

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

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2020	07/01/2021	WORKERS' COMPENSATION: Difference between Statutory and Member's $1,000,000 Retention EMPLOYERS' LIABILITY: Difference between $5,000,000 and Member's Retention

LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE AGREEMENT BETWEEN COLUSA COUNTY AND HELUNA HEALTH FOR CARES PROJECT, CONTRACT TERM: MAY 1, 2020 TO MARCH 23, 2022.

Certificate Holder

HELUNA HEALTH
13300 CROSSROADS PARKWAY NORTH, SUITE 450
CITY OF INDUSTRY, CA 91746

Cancellation

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

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions and Management

Attachment: C20-159 Heluna Health (6445 : ELC CARES Project)

ATTACHMENT C

Required Invoice Template
Draft

An example of the required invoice template is attached. The invoice template specific to your agency will be provided after the agreement is fully executed.

Invoice Instructions

The invoice template will be updated monthly and provided the third week of month for the previous month.

Monthly invoice template and supporting documentation are due within 30 days of month end via email to ELCCOVID19Invoices@helunahealth.org.

- Supporting documentation required: Invoice, proof of payment, receipts, and packing slips for any operating cost purchases (i.e. equipment, supplies, etc.).
- For personnel supporting documentation, please provide payroll register or general ledger detail for employees and timesheets.

Attachment: C20-159 Heluna Health (6445 : ELC CARES Project)

INVOICE

Heluna Health
13300 Crossroads Parkway North, Suite 450
City of Industry, CA 91746
(800) 201-7320
ELCCOVID19Invoices@helunahealth.org

Name of Local Health Department _____
Local Health Department Address _____
Contact _____
Telephone # _____
Email _____

Program Number: _____ Invoice No: _____
Period Covered: _____ Date of Invoice: _____
Final: Yes____ No____

ITEM	Prior Month Expended	CURRENT EXPENSES	CUMULATIVE EXPENSES	APPROVED BUDGET	UNEXPENDED BALANCE
Non-Heluna Health Personnel Costs					
Position Title	$0.00	$0.00	$0.00	$0.00	$0.00
Total Salaries	$0.00	$0.00	$0.00	$0.00	$0.00
Total Benefits	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL NON-HELUNA HEALTH PERSONNEL COSTS	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Operating Costs					
Line 1	$0.00	$0.00	$0.00	$0.00	$0.00
Line 2	$0.00	$0.00	$0.00	$0.00	$0.00
Line 3	$0.00	$0.00	$0.00	$0.00	$0.00
Line 4	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL OPERATING COSTS	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
TOTAL DIRECT COSTS	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Indirect Costs	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
TOTAL INVOICE	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Please submit only one (1) invoice per month.
Due Date: Invoice and supporting documentation are due within 30 days of month end via email to ELCCOVID19Invoices@helunahealth.org.
Supporting documentation required: Invoice, proof of payment, receipts, and packing slips for any operating cost purchases (i.e. equipment, supplies, etc.).
For personnel supporting documentation, please provide payroll register or general ledger detail for employees and timesheets.

I certify that all expenditures reported are for appropriate purposes and in accordance with the terms and conditions of the agreement.

_____ _____
Signature Date

_____
Printed Name and Title

**********************Heluna Health Use Only**********************

Received on: _____

First Review & Date: _____

Approver & Date: _____

Date Sent to Accounting: _____

Attachment: C20-159 Heluna Health (6445 : ELC CARES Project)

Attachment: C20-159 Heluna Health (6445 : ELC CARES Project)

Enterprises, Inc DBA
Heluna Health

DHHS

COUNTY OF COLUSA, CA **3.6**

Request For County Board of Supervisors Action

MEETING DATE:	**March 30, 2021**
DEPARTMENT:	**Health and Human Services**
FROM:	**Kirill Obraztsov**
SUBJECT:	**Memorandum of Understanding with California Government Operations Agency for COVID-19 Vaccinations**

Approve Memorandum of Understanding and addendum with the **California Government Operations Agency** to provide for COVID-19 vaccinations, and authorize County Administrative Officer to sign.

Detailed Description/Background of request

Memorandum of Understanding (MOU) between the California Government Operations Agency (Agency) and the County of Colusa in an effort to provide the vaccination for the Californians in order to mitigate the continued spread of COVID-19. The purpose of the Memorandum of Understanding is to establish expectations and conditions for County's continued eligibility for allocation of COVID-19 vaccine.

The MOU provides that the Agency will continue to supply the County with vaccines, and the County will allocate and administer the vaccines. The County is not allowed to reallocate or redistribute the vaccines to other health care providers, and must utilize the statewide technology platform for uniform data submission.

This MOU was provided to all 58 counties. Some larger jurisdictions continue to work to negotiate the agreement terms, however many jurisdictions have already signed the MOU (or intend to in the coming week) or in the alternative, have signed the Third Party Administrator ("TPA") Agreement with Blue Shield directly.

The California Government Operations Agency has submitted two clarifying letters, modifying the MOU to allow for more collaboration and coordination with counties, continuing distribution of vaccines to county supported sites, allowing additional time for providers to transition to MyTurn, and allowing counties to maintain closed pod structures. These letters have been memorialized into an Addendum, which is attached and incorporated into the MOU.

Prior Board Action

None

Fiscal Impact/Funding Source
None

Action for the Clerk
Please have Wendy Tyler, County Administrative Officer, sign two copies of approved memorandum and send those documents to Kirill Obraztsov at DHHS.

ATTACHMENTS:

- County-MOU-031221-Final (DOCX)
- Gov Ops MOU follow up - 3 22 21 (PDF)
- County-MOU-Addendum-032321 (DOCX)
- letter mou_follow_up_-_3_16_21 (rev) (PDF)

MEMORANDUM OF UNDERSTANDING
BETWEEN
California Government Operations Agency
and
the County of Colusa

The California Government Operations Agency (Agency) and the County of Colusa (County) hereinafter referred to singularly as "the Party" and collectively as "the Participants," in an effort to provide for the vaccination of Californians in order to mitigate the continued spread of COVID-19, have reached the following understanding, and agree as follows:

SECTION 1
Objective

The purpose of this Memorandum of Understanding ("MOU") is to establish Agency's expectations and conditions for County's continued eligibility for allocation of COVID-19 vaccine. Agency recognizes the unique role played by County in providing vaccine access to California's underserved communities.

SECTION 2
Statement of Understanding

A. Agency, together with the Department of Public Health (Department), (a) has supplied, and will continue to supply County, subject to the limitation in subparagraph B of this Section 2, with the COVID-19 vaccine for administration to its patients in connection with its ongoing vaccination efforts, and (b) will exercise reasonable efforts to assure that County is allocated sufficient doses of the vaccine for administration to eligible individuals by the County as a health care provider. Agency acknowledges and shall ensure that Blue Shield of California as the third-party administrator (TPA) for the statewide vaccinating provider network understands that County is dependent on sufficient supply of the vaccine from the State for its ongoing vaccine administration. County recognizes that Agency is dependent on the federal government for allocation of vaccine and that changing circumstances in the pandemic may require reallocation of vaccine to providers and to communities that are suffering from significant outbreaks of COVID-19 or where the local health care system is stressed; and

B. Agency makes no guarantee or commitment for any minimum or maximum amount of COVID-19 vaccine that may be allocated to County; and

C. County shall not reallocate or redistribute to other health care providers any vaccine it receives through its allocations. County shall use all vaccine it receives through its allocations to administer to individuals it serves as a health care provider; and

Attachment: County-MOU-031221-Final [Revision 2] (6466 : MOU for COVID-19 Vaccination)

D. Agency reserves the right at any time to provide County notice of changes in the amount or type of vaccines that may be allocated to a County and/or any of County's vaccination site(s) for administration to vaccine recipients to facilitate administration of the COVID-19 vaccine. Agency will provide County as much advance notice of such changes as is reasonably feasible in order to assist County in its vaccination planning. County acknowledges that vaccine allocation decisions will be made using the State allocation algorithm, as may be modified from time to time; and

E. County shall use MyTurn (MyTurn.ca.gov), or other technology platform as directed by Agency to submit all required data reasonably necessary for Agency to manage the statewide vaccine network that is related to County's administration of the COVID-19 vaccine. County shall prepare and maintain complete and accurate vaccine-related medical and other records and reports relating to the administration of the COVID-19 vaccine (collectively, "Records"), in a form maintained in accordance with the generally accepted standards applicable to such Records, and in compliance with applicable State and federal confidentiality and privacy laws. Agency, and any authorized governmental officials entitled to such access by law, may at any time during the term of this MOU and for a period of at least three (3) years after the termination of this MOU or such longer period as may be required by applicable State or federal law, request access to such Records for inspection, including as part of a virtual or in-person site compliance request. County shall participate in and cooperate with any audit, oversight and monitoring processes conducted by Agency, including, without limitation, that County agrees to allow the auditor(s) access to Records during normal business hours to examine Records and upon reasonable notice, reproduce Records at no charge by County and to allow interviews of any employees who might reasonably have information related to such Records; and

F. County shall not under any circumstances bill, charge, collect a deposit from, impose a surcharge on, directly or indirectly seek compensation, remuneration or reimbursement from, or have any recourse against any vaccine recipient for the cost of vaccine administration or related services, provided, however, that County can bill government health programs such as Medi-Cal, Medicare, and HRSA, and private insurance carriers for vaccine administration or other related costs; and

G. County shall have the ability to establish and will maintain an electronic interface to either the State Immunization Registry or appropriate County Immunization Registry and MyTurn.ca.gov (or other appropriate electronic health record interface as directed by Agency). To the extent applicable and for purposes of clarity, the Participants acknowledge and agree that a County with an industry-standard and certified Electronic Medical Record system (e.g., EPIC, Cerner, or any vaccine information system that meets the requirements for integrating with MyTurn), may leverage a standard interface

Attachment: County-MOU-031221-Final [Revision 2] (6466 : MOU for COVID-19 Vaccination)

defined by Agency to connect from MyTurn to Scheduling and Vaccine Clinic Management with an electronic interface to the State Immunization Registry; and

H. County shall follow criteria established by the Department in determining individuals' eligibility for vaccination appointments and prioritization of appointments, including targeting appointments to members of underserved communities that have suffered a disproportionate burden of the COVID-19 pandemic; and

I. County acknowledges that, by signing this MOU, it is joining the statewide network of providers administering the COVID-19 vaccine that is supported by the TPA, acting as Agency's agent and at Agency's direction. County acknowledges Agency's expectation that all providers in the statewide vaccinator network will reasonably cooperate with the TPA in facilitating efficient administration of the COVID-19 vaccine.

SECTION 3
Services and Activities

County shall provide the following services (the "Services"):

A. Within no more than twenty-four (24) hours of administering a dose of COVID-19 vaccine and adjuvant (if applicable), County shall record in the vaccine recipient's record, and shall report complete and accurate vaccine administration data required in the MyTurn reporting tool and other technology platforms required by Agency and CDC (such as, for example, VaccineFinder, and CAIR2) or other appropriate electronic health record interface as permitted under subparagraph E of this Section 3. Agency acknowledges that there may be circumstances that cause delay in the submission of data, in which case County will alert Agency and complete data recordation and submission as soon as practicable; and

B. County shall make available at its vaccination site or sites written materials that Agency prepares, prints, and delivers to County; and

C. County shall provide additional support as may be reasonably requested by Agency to assist Agency in the successful COVID-19 vaccine administration.

SECTION 4
Points of Contact; Notice

Any communications and notices shall be sent to:

For Agency:

Attachment: County-MOU-031221-Final [Revision 2] (6466 : MOU for COVID-19 Vaccination)

Justyn Howard
Deputy Secretary, Fiscal Policy and Administration
Justyn.howard@govops.ca.gov
916-651-9004

For County:
Wendy G. Tyler
County Administrative Officer, County of Colusa
Wtyler@countyofcolusa.com
530-458-0737

Either Participant may change its designated contacts by written notice to the designated contact of the other Participant.

SECTION 5
Choice of Law

This MOU shall be governed by California law.

SECTION 6
Interpretation and Application

Any difference that may arise in relation to the interpretation or application of this MOU will be resolved through consultations between the Participants, who will endeavor in good faith to resolve such differences.

SECTION 7
Other Provisions

A. Term. This MOU shall continue in effect until completion of COVID-19 vaccination services, unless either Participant withdraws from this MOU under subparagraph C of this Section 7.

B. Modifications. This MOU may be modified at any time by mutual consent of the Participants. Any modification shall be by written addendum, signed by authorized representatives of each Participant and shall be effective upon the date it is subscribed to by all Participants.

C. Withdrawal/Termination. Any Participant may, at any time, withdraw from this MOU by providing written notice. A Participant who intends to withdraw from this MOU shall endeavor to provide notice of such withdrawal to other Participants at least 60 days in advance.

Attachment: County-MOU-031221-Final [Revision 2] (6466 : MOU for COVID-19 Vaccination)

D. Counterparts. This MOU may be executed in counterparts, which taken together will constitute one document.

E. Electronic Signatures. Electronically delivered signatures of the Participants shall be deemed to constitute original signatures.

~~E.~~F. The March 16, 2021 and March 22, 2021 Letters from the California Government Operations Agency clarifying the terms of the MOU have been memorialized as an Addendum, attached hereto and incorporated herein by this reference.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES NEXT PAGE]

Formatted: List Paragraph, No bullets or numberin

Attachment: County-MOU-031221-Final [Revision 2] (6466 : MOU for COVID-19 Vaccination)

SIGNATURES

The Participants hereto have entered into this MOU as of the day and year set forth below to be effective as of the Effective Date.

AGENCY:	**COUNTY:**
California Government Operations Agency	County of Colusa
By: _____	By: _____
Printed Name: Justyn Howard	Printed Name: Wendy G. Tyler
Title: Deputy Secretary, Fiscal Policy and Administration	Title: County Administrative Officer, County of Colusa
Date: _____	Date: _____

Attachment: County-MOU-031221-Final [Revision 2] (6466 : MOU for COVID-19 Vaccination)

CalGovOps

CALIFORNIA GOVERNMENT OPERATIONS AGENCY

GAVIN NEWSOM
California Governor

YOLANDA RICHARDSON
Secretary

JULIE LEE
Undersecretary

DEPARTMENTS

Office of Administrative Law

Franchise Tax Board

Department of General Services

Department of Human Resources

State Personnel Board

Public Employees' Retirement System

State Teachers' Retirement System

Department of Technology

Victim Compensation Board

Department of Tax and Fee Administration

California Complete Count Office

Office of Digital Innovation

915 Capitol Mall
Suite 200
Sacramento, CA 95814

TEL: (916) 651-9011

www.GovOps.ca.gov

March 22, 2021

Dear Chief Administrative Officers/Legal Counsel for California's Local Health Jurisdictions:

This letter is to further clarify and refine the California Government Operations Agency's (Agency) understanding of how the MOU between Agency and Local Health Jurisdictions (LHJs) will operate.

Agency shall instruct Blue Shield, acting as the third-party administrator (TPA) supporting the statewide network of vaccinating providers, to include in the statewide network, during the transition period to TPA management of the network of vaccination providers within Counties/LHJs, all private, approved vaccine providers currently receiving allocations from the Count/LHJ that are meeting the County's/LHJ's participation requirements, which include timely data reporting and vaccinating with a focus on equity. Providers shall make a good-faith effort to align with requirements for participation in the statewide network as quickly as possible. Additionally, Agency shall instruct TPA to permit such vaccine providers to transition their sites to MyTurn at an appropriate time, consistent with adding requested functionality to MyTurn, providing requested support for on-boarding, and addressing identified concerns.

Additionally, County/LHJ-operated clinics shall be able to maintain "closed pod" vaccination structures to allow them to focus on their eligible populations and shall report daily vaccine inventories, transfers, redistributions, and reporting to CAIR2, thereby facilitating visibility and oversight for the Agency of the entire Statewide Vaccine Network. Such clinics shall have the option of delaying transition to MyTurn until such a time as Agency and County agree that adoption of the MyTurn platform will not hamper these clinics' vaccine distribution efforts.

Attachment: Gov Ops MOU follow up - 3 22 21 (6466 : MOU for COVID-19 Vaccination)

YOLANDA RICHARDSON
Secretary

With these additional assurances, we look forward to receiving your signed MOU as soon as possible so that we may include you in the state's vaccination network.

Should you have any additional questions, please contact me at Gabriel.ravel@govops.ca.gov or (916) 651-9011.

Sincerely,

/s/

Gabriel Ravel
Deputy Secretary and General Counsel
California Government Operations Agency

915 Capitol Mall
Suite 200
Sacramento, CA 95814

TEL: (916) 651-9011

www.GovOps.ca.gov

Attachment: Gov Ops MOU follow up - 3 22 21 (6466 : MOU for COVID-19 Vaccination)

ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BETWEEN
California Government Operations Agency
and
County of Colusa

The California Government Operations Agency (Agency) and the County of Colusa (County) hereinafter referred to singularly as "the Party" and collectively as "the Participants," in recognition of the Participants' execution of the Memorandum of Understanding (MOU) governing vaccine allocation and administration:

SECTION 1
Objective

The purpose of this Addendum is to further delineate roles and responsibilities under the MOU and to recognize the County's critical role as a coordinator of the vaccination effort, and not solely as a health care provider, within the County.

SECTION 2
Statement of Understanding

A. County, as a local public health jurisdiction, and Blue Shield of California, acting as Agency's agent as the third-party administrator (TPA) supporting the statewide network of vaccination providers, are required to collaborate and coordinate County vaccination plans and programs, and to jointly and directly propose to the Agency allocation distributions for all vaccine providers participating in the statewide network within County. Agency shall ensure that allocation recommendations to Agency are jointly submitted by TPA and County. Agency's allocation decisions shall be concurrently communicated to both County and TPA.

B. Agency shall endeavor to ensure that County receives proportional doses given its focus on serving the segments of the populations most impacted by COVID-19, and State's allocations to County shall reflect both the County's population and its existing specific role in serving the highest-risk communities and coordinating the County vaccination efforts. Agency shall include all County-supported vaccination sites, including mobile clinics, when considering the allocation to County. County, using its discretion and subject to the approval of Agency and TPA, may distribute portions of vaccines allocated to the County to County-supported sites. Accordingly, Paragraph C of Section 2 of the MOU is modified as it pertains to County consistent with this subparagraph B.

Attachment: County-MOU-Addendum-032321 (6466 : MOU for COVID-19 Vaccination)

C. Agency shall instruct TPA to include in the statewide network, during the transition period to TPA management of the network of vaccination providers within County, all private, approved vaccine providers currently receiving allocations from the County that are meeting the County's participation requirements, which include timely data reporting and vaccinating with a focus on equity. Providers shall make a good-faith effort to align with requirements for participation in the statewide network as quickly as possible. Additionally, Agency shall instruct TPA to permit such vaccine providers to transition their sites to MyTurn at an appropriate time, consistent with adding requested functionality to MyTurn, providing requested support for on-boarding, and addressing identified concerns.

D. County-operated clinics shall be able to maintain "closed pod" vaccination structures to allow them to focus on their eligible populations and shall report daily vaccine inventories, transfers, redistributions, and reporting to CAIR2 or the appropriate County Immunization Registry, thereby facilitating visibility and oversight for the Agency of the entire Statewide Vaccine Network. Such clinics shall have the option of delaying transition to MyTurn until such a time as Agency and County agree that adoption of the MyTurn platform will not hamper these clinics' vaccine distribution efforts.

SIGNATURES

The Participants hereto have entered into this Addendum as of the day and year set forth below to be effective as of the Effective Date.

AGENCY:	**COUNTY:**
California Government Operations Agency	County of Colusa
By: _____	By: _____
Printed Name: Justyn Howard	Printed Name: Wendy G. Tyler
Title: Deputy Secretary, Fiscal Policy and Administration	Title: County Administrative Officer, County of Colusa
Date: _____	Date: _____

Attachment: County-MOU-Addendum-032321 (6466 : MOU for COVID-19 Vaccination)

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DEPARTMENTS

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Department of Human Resources

State Personnel Board

Public Employees' Retirement System

State Teachers' Retirement System

Department of Technology

Victim Compensation Board

Department of Tax and Fee Administration

California Complete Count Office

Office of Digital Innovation

March 16, 2021

Dear Chief Administrative Officers/Legal Counsel for California's Local Health Jurisdictions:

This letter is to memorialize conversations we have had in recent days on the memorandum of understanding governing vaccine allocation and administration.

Recognizing that local health jurisdictions play a critical role as a coordinator of the vaccine effort, Blue Shield as the state's Third-Party Administrator (TPA) will collaborate and coordinate vaccination plans with Counties/LHJs and jointly and directly propose to the Government Operations Agency (Agency) distributions for all vaccine providers participating in the statewide network within each jurisdiction. Agency shall ensure that the TPA consults with the County/LHJ before making any allocation recommendations, and Agency's allocation decisions shall be concurrently communicated to the County/LHJ and TPA.

Additionally, the County/LHJ, using its discretion and subject to approval of the Agency, may distribute portions of vaccines allocated to the County/LHJ to County/LHJ-supported sites. Accordingly, Paragraph C of Section 2 of the MOU is modified consistent with this paragraph.

With this assurance, we look forward to receiving your signed MOU as soon as possible so that we may include you in the state's vaccination network and prepare to deliver tens of millions of vaccinations efficiently and equitably.

915 Capitol Mall
Suite 200
Sacramento, CA 95814

TEL: (916) 651-9011

www.GovOps.ca.gov

Attachment: letter mou_follow_up_-_3_16_21 (rev) (6466 : MOU for COVID-19 Vaccination)

YOLANDA RICHARDSON
Secretary

Should you have any additional questions, please contact me at Gabriel.ravel@govops.ca.gov or (916) 651-9011.

Sincerely,

/s/

Gabriel Ravel
Deputy Secretary and General Counsel
California Government Operations Agency

915 Capitol Mall
Suite 200
Sacramento, CA 95814

TEL: (916) 651-9011

www.GovOps.ca.gov

Attachment: letter mou_follow_up_-_3_16_21 (rev) (6466 : MOU for COVID-19 Vaccination)

COUNTY OF COLUSA, CA **3.7**

Request For County Board of Supervisors Action

MEETING DATE: **March 30, 2021**

DEPARTMENT: **Ag Commissioner**

FROM: **Dawn Brown**

SUBJECT: **California Rice Commission Agreement**

Approve contract with **California Rice Commission,** for rice pesticide surveillance, effective May 1, 2021 and authorize the County Agricultural Commissioner to sign.

Detailed Description/Background of request

This is an annual, short-term contract (5/1/21-7/19/21) with the California Rice Commission to provide increased surveillance to enforce restricted materials permit conditions for all formulations of thiobencarb: Abolish 8 EC Rice Herbicide, Bolero Ultramax Rice Herbicide, League MVP and Willowood Thio Ultramax. The surveillance inspections include water hold periods and application methods in order to enhance surface water protection and provide the information in Annual Rice Reporting Information (Form C) of the Department of Pesticide Regulation, Pesticide Use Enforcement Program Standards Compendium Volume 3, Restricted Materials and Permitting, Appendix D, Recommended Permit Conditions for Rice Pesticides.

Prior Board Action

Approval of Previous years' contracts.

Fiscal Impact/Funding Source

This is a budgeted item. The department could receive funds, at the hourly rate of $66.45, in an amount not to exceed $10,000.00 for services performed.

Action for the Clerk

Obtain signatures on two originals and mail to;

Roberta Firoved
California Rice Commission
1231 I Street, Suite 205
Sacramento, CA 95814.

Return signed copy to Ag Commissioner's office, Attn; Dawn, upon return.

ATTACHMENTS:

- 2021 California Rice Commission (PDF)

AGREEMENT BETWEEN THE COUNTY OF COLUSA AND CALIFORNIA RICE COMMISSION

This Agreement is entered into between the County of Colusa ("County"), a county government agency, and California Rice Commission ("CRC"), a state government agency, for the purpose of allowing the County to provide increased surveillance activities over the use of rice pesticides.

1. RESPONSIBILITIES OF COUNTY.

During the term of this Agreement, County will provide increased surveillance on non-traditional workdays (weekends and holidays) to enforce the restricted material permit conditions for all formulations of thiobencarb: Abolish 8 EC Rice Herbicide (59639-79); Bolero UltraMax Rice Herbicide (59639-112); League MVP (59639-189); Willowood Thio Ultramax (87290-73). The surveillance inspections include water hold periods and application methods in order to enhance surface water protection and provide the information in Annual Rice Reporting Information (Form C) of the Department of Pesticide Regulation, Pesticide Use Enforcement Program Standards Compendium Volume 3, Restricted Materials and Permitting, Appendix D, Recommended Permit Conditions for Rice Pesticides.

2. RESPONSIBILITIES OF CRC.

CRC shall pay County monthly upon receipt of an invoice documenting the billable inspections in a timely manner.

3. COMPENSATION.

County shall be paid at the rate of $66.45 per hour for completing the duties described in this Agreement. The $66.45 per hour fee is inclusive of all expenses, including but not limited to all out-of-pocket costs, overhead, travel, overtime, etc. The total amount of the fees paid under this contract shall not exceed $10,000.00.

4. BILLING AND PAYMENT.

County shall submit to CRC monthly billing for services described in paragraph 1, a statement of services rendered and costs incurred. All invoices shall be issued to CRC and sent to the address in paragraph 13.

Attachment: 2021 California Rice Commission (6439 : 2021 California Rice Commission Agreement)

5. TERM OF AGREEMENT.

This Agreement shall commence on May 1, 2021, and shall continue until July 19, 2021.

6. TERMINATION OF AGREEMENT.

Either party may terminate this Agreement on 15 days written notice. CRC shall pay County for all work satisfactorily completed as of the date of notice.

7. ENTIRE AGREEMENT; MODIFICATION.

This Agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. Neither County nor CRC shall be entitled to any benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. County and CRC specifically acknowledge that in entering into and executing this Agreement, County and CRC rely solely upon the provisions contained in this Agreement and no others.

8. NON-ASSIGNMENT OF AGREEMENT.

This Agreement is intended to secure the specialized services of County; therefore, County may not assign, transfer, delegate or sublet any interest herein without the prior written consent of CRC.

9. INDEPENDENT CONTRACTOR STATUS.

The parties hereto acknowledge and agree that the relationship between CRC and County is one of principal and independent contractor and no other. Nothing contained in this Agreement shall create or be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that CRC is not a partner with County, whether general or limited and no activities of County or CRC or statements made by County or CRC shall be interpreted by any of the parties hereto as establishing any type of business relationship other than as an independent contractor relationship. County shall not have the right or power to create any liability on behalf of CRC as a result of execution of this Agreement.

Attachment: 2021 California Rice Commission (6439 : 2021 California Rice Commission Agreement)

County shall have the right to set its own hours and location of work, consistent with the nature of the services provided under this Agreement. County shall determine the method, means and manner of performance of said services without restriction by CRC.

10. COUNTY'S EMPLOYEES, AGENTS AND SUBCONTRACTORS.

a. County shall furnish at County's own discretion, selection and expense, the employees, agents or subcontractors which are necessary in order to provide services pursuant to this Agreement.

b. County shall be solely responsible for the direction and control of the employees, agents and subcontractors and shall determine the method, means and manner of the performance of the work of its employees, agents and subcontractors based on the obligations required by this Agreement.

11. INDEMNIFICATION.

CRC shall hold harmless, defend, and indemnify Colusa County, its elected officials, officers, and employees, against all claims, liabilities, losses, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any person's bodily injury, including death or property damage caused by the negligent or intentional acts or omissions of CRC.

Colusa County shall hold harmless, defend, and indemnify CRC, its officers, directors, members, and employees, against all claims, liabilities, losses, suits, actions, costs, attorney's fees, expenses, damages, judgments or decrees by reason of any person's bodily injury, including death or property damage caused by the negligent or intentional acts or omissions of County or any of County's employees or agents.

12. AUDIT.

County agrees that it will make its records available for audit by CRC, if necessary, during the term of this Agreement and for up to three years after the date of final payment under this Agreement. CRC agrees that such audit will be limited to those matters connected with the performance of this Agreement.

Attachment: 2021 California Rice Commission (6439 : 2021 California Rice Commission Agreement)

13. NOTICES.

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to County: Colusa County Agricultural Commissioner
100 Sunrise Blvd., Suite F
Colusa, CA 95932-3246

If to CRC: California Rice Commission
1231 I Street, Suite 205
Sacramento, CA 95814-2933

Invoices: Kim DeVincenzi at the CRC address or kdevincenzi@calrice.org
Form C: Roberta Firoved at the CRC address or rfiroved@calrice.org

13. ATTORNEY'S FEES, VENUE, AND GOVERNING LAW.

If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs in addition to any other reasonable relief to which it may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court in the County of Sacramento, State of California (Food and Agricultural Code Section 71132) for any proceeding arising hereunder providing statutory provision that the CRC can be sued only in the county of its principal office (Sacramento). This Agreement shall be governed by the laws of the State of California.

Attachment: 2021 California Rice Commission (6439 : 2021 California Rice Commission Agreement)

IN WITNESS WHEREOF, County and CRC have executed this Agreement effective upon the signing by both parties.

DATED: _____

CALIFORNIA RICE COMMISSION,
a state agency

_____
By: Tim Johnson, President & CEO

68-0436818
Tax Identification Number

APPROVED AS TO FORM:

_____
County Counsel
Colusa County, California

DATED: _____

COUNTY OF COLUSA,
a county agency

_____
By: Anastacia Allen
County Agricultural Commissioner

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

_____
By: Ann Nordyke, Deputy

Attachment: 2021 California Rice Commission (6439 : 2021 California Rice Commission Agreement)

COUNTY OF COLUSA, CA **3.8**

Request For County Board of Supervisors Action

MEETING DATE:	**March 30, 2021**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Ann Nordyke**
SUBJECT:	**Approve Second Modification to C19-170 with Johnson's House of Sobriety**

Approve Second Modification to C19-170 with Stacy Johnson dba **Johnson's House of Sobriety** for clean and sober transitional living facility services, effective January 1, 2021.

Detailed Description/Background of request

On August 4, 2019, the parties executed Contract C19-170 for clean and sober transitional living facility services in five locations in Chico, CA. A first modification was executed adding State mandated requirements.

Behavioral Health was notified by Johnson House that they are increasing their monthly rate, effective January 1, 2021 from $575 per month to $600. They state that this increase is due to the rising costs of staff, insurance and lease of the property. Johnson's House has not increased their monthly rates in over 2 1/2 years. They also stated that they do not foresee an increase within the next fiscal year allowing to extend the termination date through June 30, 2023.

Behavioral Health currently has one Consumer placed at the facility.

Prior Board Action

C19-170 and C19-211

Fiscal Impact/Funding Source

Budgeted: 00106-4011-55270

Action for the Clerk

Please obtain signatures and send to:

Johnson's House of Sobriety
Attention: Stacy Johnson
2697 White Avenue
Chico, CA 95973

ATTACHMENTS:

- Second Mod to Johnsons House (DOCX)

- C19-211 1st Mod Johnson's House of Sobriety (PDF)
- C19-170 Original Johnson's House of Sobriety (PDF)

C___-_____

Second Modification of Contract C19-170 for Clean and Sober Transitional Living Facility Services

This Second Modification of the Clean and Sober Transitional Living Facility Services Contract C19-170 is between Colusa County (County), a political subdivision of the State of California, and Stacy Johnson, an individual doing business as Johnson's House of Sobriety (Contractor).

Background

On August 4, 2019, the parties executed Contract C19-170 for clean and sober transitional living facility services.

On December 17, 2019, the parties executed a First Modification Contract C19-211 to add an Attachment "C" – Requirements.

The parties now want to modify the Contract to increase monthly rent amount and extend the termination date.

Modification

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

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

2. Attachment A, Scope of Services, to increase the monthly rent from $575 to $600.

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Board Chair

APPROVED AS TO FORM

_____
Marcos A. Kropf, County Counsel

STACY JOHNSON dba JOHNSON'S HOUSE OF SOBRIETY

_____Date:_____
Signature

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

by _____
Deputy

Attachment: Second Mod to Johnsons House [Revision 2] (6469 : Second Modification Johnsons House of Sobriety)

C19-211

First Modification of Contract C19-170 for Clean and Sober Transitional Living Facility Services

This First Modification of the Clean and Sober Transitional Living Facility Services Contract C19-170 is between Colusa County (County), a political subdivision of the State of California, and Stacy Johnson doing business as Johnson's House of Sobriety (Contractor).

Background

On August 4, 2019, the parties executed Contract C19-170 for clean and sober transitional living facility services.

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

COUNTY OF COLUSA

Date: 12/17/19

Kent S. Boes, Board Chair

STACY JOHNSON dba JOHNSON'S HOUSE OF SOBRIETY

Date: 12/17/19

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: C19-211 1st Mod Johnson's House of Sobriety (6469 : Second Modification Johnsons House of Sobriety)

C 19- 211

ATTACHMENT C

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: C19-211 1st Mod Johnson's House of Sobriety (6469 : Second Modification Johnsons House of Sobriety)

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: C19-211 1st Mod Johnson's House of Sobriety (6469 : Second Modification Johnsons House of Sobriety)

C19-211

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: C19-211 1st Mod Johnson's House of Sobriety (6469 : Second Modification Johnsons House of Sobriety)

C19-211

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: C19-211 1st Mod Johnson's House of Sobriety (6469 : Second Modification Johnsons House of Sobriety)

C19-211

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: C19-211 1st Mod Johnson's House of Sobriety (6469 : Second Modification Johnsons House of Sobriety)

C 19-211

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: C19-211 1st Mod Johnson's House of Sobriety (6469 : Second Modification Johnsons House of Sobriety)

C19-211

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: C19-211 1st Mod Johnson's House of Sobriety (6469 : Second Modification Johnsons House of Sobriety)

C 19-170

Services Contract with Johnson's House of Sobriety

This Sober 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 Stacy Johnson, an individual doing business as Johnson's House of Sobriety ("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, as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on August 4, 2019 and shall continue until June 30, 2021.

3. **Compensation:** County will pay Contractor compensation not to exceed $50,000 (fifty-thousand dollars) per fiscal year, as provided for in Attachment "A." 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.
   4) Invoice to itemize client stays, dates of stay and total numbers of days.
   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: C19-170 Original Johnson's House of Sobriety (6469 : Second Modification Johnsons House of Sobriety)

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.

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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 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,

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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 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.

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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 Behavioral Health 162 E Carson Street Colusa, Ca 95932 Attention: Terry Rooney, Director 530.458.0520
If to Contractor:	Johnson's House of Sobriety 2697 White Avenue Chico, CA 95973 (530) 520-5248

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.

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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 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" HIPPA Business Associate Addendum

COUNTY OF COLUSA

Date: 9/10/19

Kent S. Boes, Board Chair

STACY JOHNSON dba JOHNSON'S HOUSE OF SOBRIETY

Date: 9/10/19

Signature

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by

Deputy

Attachment: C19-170 Original Johnson's House of Sobriety (6469 : Second Modification Johnsons House of Sobriety)

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ATTACHMENT A

SCOPE OF SERVICES

1. Provide a safe, clean and sober structured housing (meals are not provided).
2. Provide affordable rents at $575 per month.
3. Provide completely furnished homes.
4. Provide internet access and cable TV.
5. Provide weights and exercise equipment.
6. Once a week Life Skills Training available.
7. Require 3 – 12 Step offsite meetings weekly.
8. Local 12-step meeting lists made available.
9. Weekly random 11 panel drug tests and 80 hour alcohol test following weekend passes.
10. Weekly passes available after 30 day probation period.
11. Residents provide their own lockboxes for meds. Random med checks.

Facility Addresses:

Women's Apartment
5 Ralland Cir
Chico, Ca 95926

Men's Apartment
7 Ralland Cir
Chico, CA 95926

Men's Apartment
2445 Almandor Cir
Chico, CA 95926

Men's House
226 & 226 ½ W 8th Ave.
Chico, CA 95926

Men's House
2179 Bidwell Ave.
Chico, CA 95926

Women's House
2171 Bidwell Ave.
Chico, CA 95926

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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 Johnson's House of Sobriety. 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.

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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: C19-170 Original Johnson's House of Sobriety (6469 : Second Modification Johnsons House of Sobriety)

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.

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COUNTY OF COLUSA, CA **3.9**

Request For County Board of Supervisors Action

MEETING DATE: **March 30, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Wendy Tyler**

SUBJECT: **Approve Purchase of Light Towers**

Approve the purchase of two Generac Mobile Light Towers from Holt of California and authorize Purchasing Agent to sign Purchase Order.

Detailed Description/Background of request

The Sheriff's Department is requesting to purchase two (2) Generac Mobile MLT6M Mobile Light Towers. These light towers will provide critical lighting for public safety power shutoff events that extend into the hours of darkness. They will also be used for lighting for resource centers to support the local communities during these events.

Therefore, P&P is requesting to move forward with the purchase in the amount of $19,681.88 and requesting authorization of Purchasing to submit/sign the purchase order.

Purchasing did comparitive pricing on this item, and found Holt of California to be the lowest cost when applying the local vendor preference of 5%.

Prior Board Action

None.

Fiscal Impact/Funding Source

Budget Adjustment approved by BOS February 16, 2021. (02345-002345-57164)

Action for the Clerk

None.

ATTACHMENTS:

- MLT6SM-SPEC (PDF)
- Holt light tower quote (PDF)

MLT6SM

METAL HALIDE LIGHT TOWER

GENERAC | MOBILE

SPECIFICATIONS

ENGINE SYSTEM

- Mitsubishi® L3E
- Diesel fueled
- EPA Tier 4 Final
- 3 cylinder
- 0.95 L displacement
- Liquid cooled
- Power @ 1,800 rpm – HP (kW):
  - Prime: 11.3 (8.4)
  - Standby: 12.2 (9.10)

Fuel System

- Polyethylene tank – 39.9 gal (151.04 L) usable fuel volume
- Fuel consumption – gal/hr (L/hr):
  - 100% load: 0.59 (2.2)*
- Exterior fill port diameter: 3.5 in (88.9 mm)

Cooling System

- Air filter: Dry type cartridge
- Capable of operating at 120°F (49°C) ambient
- Fuel filter with replaceable element

Lubrication System

- Oil filter: Full flow, spin-on type
- 1,000-hr service interval**

*Results based on engine manufacturer and field test data after 100-hour engine break-in period and may vary based on factors including age and maintenance of equipment, environmental conditions and fuel density. Consult the Owner's Manual for fuel and maintenance recommendations.

**To achieve maximum service interval, replacement of oil filter after 50-hour break-in period *is required. Consult Owner's Manual for required* oil filter model number.

GENERATOR

- 60 Hz engine/generator
- Marathon Electric® brushless
- Up to 6 kW output
- 120/240 VAC, 50/25 A
- ± 6% capacitor voltage regulation

CONTROLS

- External, illuminated control panel with sealed switches
- 4-position key activated switch (off, run, glow, start)
- Digital hour meter
- Automatic low oil/high temperature shutdown system

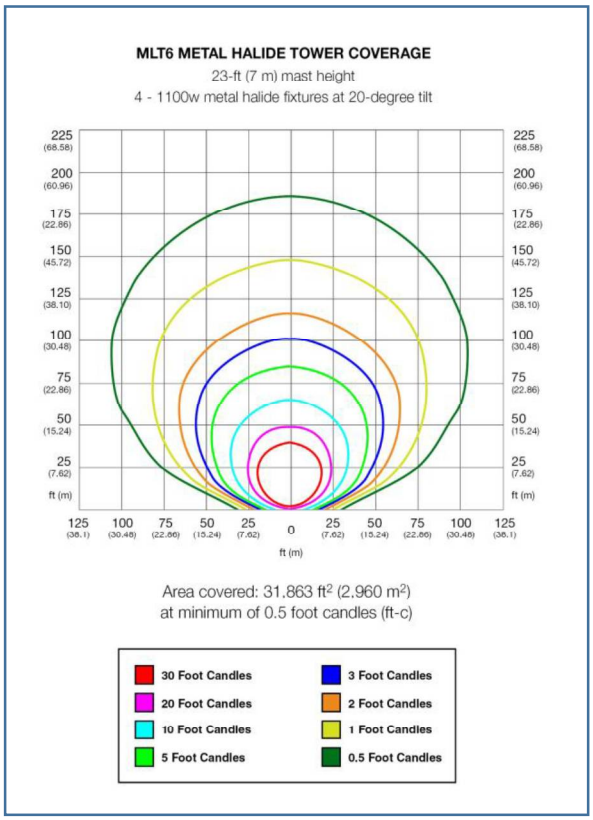
Attachment: MLT6SM-SPEC (6446 : Approve Purchase of Light Towers)

MLT6SM | METAL HALIDE LIGHT TOWER

SPECIFICATIONS

FLOODLIGHTS

- Four [4] 1,100 watt metal halide
  - Lm/bare bulb: 132,000
  - Lm/fixture: 70,356
  - Total bare bulb lm: 528,000
  - Total fixture lm: 281,424
- Efficiency: 120 LPW
- Coverage: @ 0.5 ft-c: 31,863 ft2 (2,960 m2)
- Oval aluminum reflector
- Tempered glass lens
- Silicone gaskets for moisture and dust protection
- Friction disc mounting for tool less positioning
- Individual floodlight On/Off switches



ELECTRICAL SYSTEM

- 30 A start trip breaker (ensures no-load condition at start-up)
- Floodlight circuits with sealed 15A breakers
- Convenience receptacles with individual breakers:
  - (1) 120 VAC 20 Amp GFCI duplex outlets (NEMA 5-20R type)
  - (1) 240 VAC, 30 A, twistlock outlet (NEMA L6-30R type)
- 440CCA CCA wet cell battery
- Wiring sized and fused to amperage draw required

MAST

- Wind Rating: 65 mph (105 kph)
- Vertical mast; 23 ft. (7 m), 5-section with ground adjustable light fixtures
- Dual handle manual winch for ease of deployment: electric winch optional
- Distinctive angle fixture mount for common light distribution
- 359° ground rotational mast with mast fully extended
- Industrial black powder coat finish with polymer guides

ENCLOSURE

- Injection-molded hood enclosure with UV protected colorant
- 68 dB(A) at 23 ft. (7 m) – prime power
- Flip hood engine compartment for ease of service
- Multi-lingual operating/safety decals
- License plate holder with light
- Manual holder with operating manual

Attachment: MLT6SM-SPEC (6446 : Approve Purchase of Light Towers)

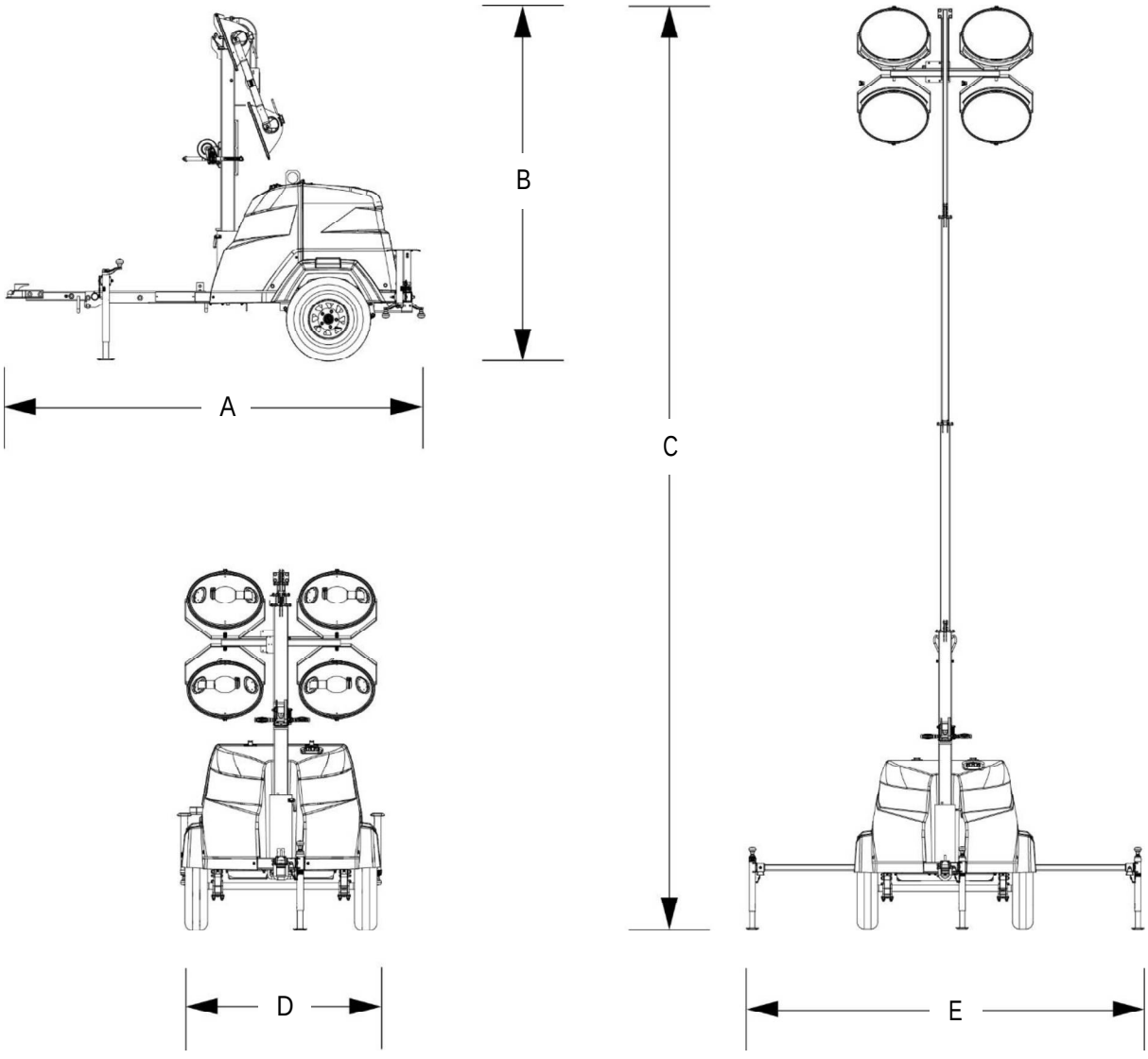
MLT6SM | METAL HALIDE LIGHT TOWER

SPECIFICATIONS

TRAILER

- Tubular steel frame
- (3) 1200 lb. (544 kg) tube and sleeve leveling jacks
- All jacks transport and lock in position for storage
- 7,800 lb. (3538 kg) safety chains with spring loaded safety hooks
- 2 in. (50.8 mm) ball hitch
- Molded polyethylene fenders
- DOT-approved LED tail, side, brake, and directional lights
- 2200 lb. (907 kg) leaf spring axle
- ST175/80D13 – 6 ply

DIMENSIONS



A	B	C	D	E
118 in (3 m)	101 in (2.6 m)	23 ft (7 m)	57 in (1.5 m)	120.5 in (3.1 m)

Attachment: MLT6SM-SPEC (6446 : Approve Purchase of Light Towers)

WEIGHT

- Dry weight: 1290 lbs. (585 kg)
- Operating weight: 1560 lbs. (708 kg)

OPTIONS

- Diffuse metal halide kit
- Digital Power Zone Controller
- Electric Winch
- Cold weather package options
- Canadian Package (CAN)
  - 60/40 coolant
  - Radiator hose heater
  - Heated fuel filter
  - 775CCA AGM sealed battery
- Additional options available. Please contact a sales representative or the factory for current options.

WARRANTY

- 1 Year / Unlimited Hours
- 2 Years / 2000 Hours

CERTIFICATIONS

CSA Certified

FOR MORE INFORMATION

Owner's manual is available at www.generacmobileproducts.com/resources-tools/manuals.

Attachment: MLT6SM-SPEC (6446 : Approve Purchase of Light Towers)

Part No. 1000004547
Rev B 05/17/201

HOLT of California — THE CAT Rental STORE.

(800) RENT CAT
www.catrentalstore.com/holt

7310 Pacific Avenue
Pleasant Grove, CA 95668
(916) 991-8822

10000 Industrial Avenue
Roseville, CA 95678
(916) 772-9600

8900 Fruitridge Road
Sacramento, CA 95826
(916) 381-9940

1234 W. Charter Way
Stockton, CA 95206
(209) 462-3660

700 N. Walnut Road
Turlock, CA 95380-9438
(209) 664-3875

2121 E. Monte Vista Avenue
Vacaville, CA 95688
(707) 455-7600

975 North George Washington
Yuba City, CA 95993
(530) 755-9972

426 4th Street
Williams, CA 95987
530-473-2866

3-23-21

Customer: 1207500
Colusa County
1215 Market St
Colusa, CA 95932 2035

PLEASE REFERENCE QUOTE# U11250

"Current Delivery lead time to the Williams Location is 2-3 weeks from order date"

Quantity:2
NEW GENERAC VERTICAL MAST LIGHT TOWER
MODEL# MLT6SM

PRICE: $9175.70 EACH
TAX: 7.25% = $665.24 EACH

TOTAL: $19,681.88

This sale quote is good for 30 days

Attachment: Holt light tower quote (6446 : Approve Purchase of Light Towers)

HOLT of California — THE CAT Rental STORE

975 NORTH GEORGE WASHINGTON, YUBA CITY, CA 95993
YUBA CITY (530) 755-9972

Sales Quote
Reference U11250

Invoice Amount: **$19,681.88**

Invoice Date: **03/23/2021 Tue 11:33 AM**

Customer: **1207500**
Bill to: **COLUSA COUNTY**
1215 MARKET ST
COLUSA, CA 95932 2035

Jobsite: **COLUSA SHERIFF**
Contact: **JANICE BELL**
Phone: **530-458-0218**
COLUSA COUNTY SHERIFF'S DEPT
COLUSA, CA

Written By: **Noah Wolfe**
Sales Rep: **NOAH WOLFE**
PO #:

Signed By:
Ordered By: **KALINE MOORE**

QTY	DESCRIPTION	PRICE	EXTENDED
Sale Items			
	*** TWO NEW GENERAC MLT6SM VERTICAL MAST LIGHT TOWERS ***		
	CURRENT DELIVERY LEAD TIME TO THE WILLIAMS LOCATION IS 2-3 WEEKS		
	FROM ORDER DATE		
	- MITSUBISHI DIESEL ENGINE		
	- TOWABLE		
	- VERTICAL MAST STYLE		
	- 4 1000WATT METAL HALIDE BULBS PER LIGHT TOWER		
	- ON BOARD GENERATOR FOR SUPPLEMENTAL POWER		
1.0	850-0200	9,175.70	9,175.70
	LIGHT TOWER VERTICAL MAST		
Reference	**Description**	**O Make Seq Id**	**Serial**
		N 10	
1.0	850-0200	9,175.70	9,175.70
	LIGHT TOWER VERTICAL MAST		
Reference	**Description**	**O Make Seq Id**	**Serial**
		N 10	
	State 7.25% Total Tax: 7.25%		1,330.48
		Total:	**19,681.88**

Attachment: Holt light tower quote (6446 : Approve Purchase of Light Towers)

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF AND INCORPORATED IN THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSIDERED ENFORCEABLE UNTIL ACCEPTED BY HOLT AND EXECUTED BY ITS OFFICER. ANY INDIVIDUAL SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE IS AT LEAST 18 YEARS OLD AND HAS THE AUTHORITY TO BIND CUSTOMER TO THE TERMS OF THIS AGREEMENT.

Estimated Total: **19,681.88**

Holt of California Employee Signature	Employee Print Name	Customer Print Name	Title

Date Delivered		**Time**	**AM / PM**	**Customer Signature**	
Date Returned		**Time**	**AM / PM**	**Received, Holt of California**	
Date Called Off		**Time**	**AM / PM**	**Called Off By**	

1.PARTIES. This Sale Order/Quotation ("Agreement") is made by and between Holt of California dba The CAT Rental Store as seller ("Holt") and Customer described on the front of this Agreement as buyer and is effective when signed by Holt and Customer. This Agreement may be executed and delivered by facsimile.

2.SALE OF GOODS. Seller shall transfer and deliver to Customer, and Customer shall pay for and accept, the material and equipment described on the front of this Agreement ("Goods"). The time of delivery of the Goods shall be on or about the Estimated Delivery Date, provided that Holt may change the Estimated Delivery Date without Customer's consent, and Holt shall not be liable for delays in delivery of the Goods. The place of delivery shall be Holt's place of business. Risk of loss shall pass to Customer upon delivery of the Goods to Customer or to Customer's shipper. Customer shall pay for the Goods upon tender of the delivery of the Goods by Holt.

3.INSPECTION. Customer shall have the right to inspect the Goods at the time and place of delivery before paying for or accepting them. Upon Customer's acceptance of the Goods, Customer shall be conclusively presumed to be satisfied with the condition and conformance of the Goods.

4.WAIVER/AMENDMENTS. The failure by Holt to enforce any provision hereof shall not constitute a waiver by Holt of such provisions, nor of any subsequent breach of the same, nor of any other provision hereof. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements or understandings of the parties. No amendment shall be binding unless in writing and signed by the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. No agent, employee or representative of Holt has the authority to bind Holt to any representation or warranty regarding the Goods that is not contained in this Agreement.

5.LIMITATION OF ACTIONS. Any action for breach of this Agreement must be commenced within one year after the facts giving rise to the cause of action.

6.ASSIGNMENT. This Agreement may be assigned by Holt to a third party without the prior consent of Customer.

7.ATTORNEY'S FEES. In any litigation, arbitration or other proceeding by which one party seeks to enforce its rights under this Agreement (whether in contract, tort, or both), the prevailing party shall be awarded reasonable attorney's fees, costs, and expert witness fees.

8.VENUE. Any dispute that arises between the parties shall be resolved in the Superior Court of California, County of Sacramento, located in Sacramento, California.

9.CALIFORNIA LAW. This Agreement, and any dispute between the parties, shall be governed by California law. If any provision of this Agreement is held to be invalid in whole or in part, the validity of the remaining provisions shall not be affected.

10.INDEMNITY. Customer shall take all necessary precautions regarding the Goods and protect all persons and property from injury or damage. CUSTOMER SHALL INDEMNIFY AND HOLD HOLT FREE AND HARMLESS AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, LIABILITY, EXPENSE (INCLUDING ATTORNEY'S FEES) AND PENALTY OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY ARISING OUT OF THE USE, MAINTENANCE, OPERATION, STORAGE, INSTRUCTION, DELAY (INCLUDING ANY DELAY IN OR FAILURE OF DELIVERY), SELECTION, PURCHASE, ACCEPTANCE OR REJECTION, OWNERSHIP, CONDITION, REPAIR OR POSSESSION OF THE GOODS OR ITS HANDLING OR TRANSPORTATION EXCEPT CLAIMS ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF HOLT, WHETHER ATTRIBUTABLE TO A DEFECT IN THE GOODS, THE MATERIAL USED THEREIN OR THE DESIGN, MANUFACTURE OR TESTING OF THE GOODS, REGARDLESS OF WHETHER ANY SUCH DEFECT IS DISCOVERED, OR WHETHER THE GOODS ARE IN POSSESSION OF CUSTOMER OR THE LOCATION OF THE GOODS. CUSTOMER IS FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE GOODS AND HEREBY ELECTS TO VOLUNTARILY ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE HOLT FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE GOODS; AND CUSTOMER FURTHER AGREES TO WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST HOLT WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.

11.DISCLAIMER OF WARRANTIES/WAIVER OF DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN WRITING, NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE OR HAVE BEEN MADE OR AUTHORIZED BY HOLT WITH RESPECT TO THE GOODS AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED BY HOLT. THE GOODS SOLD UNDER THIS AGREEMENT ARE PURCHASED BY CUSTOMER "AS IS" AND HOLT DOES NOT WARRANT THAT THEY ARE OF MERCHANTABLE QUALITY OR THAT THEY CAN BE USED FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT IF THERE IS A WARRANTY FOR THE GOODS, IT IS PROVIDED BY THE MANUFACTURER AND NOT BY HOLT. Customer acknowledges that it has selected the Goods on the basis of its own judgment and expressly disclaims any reliance upon any statements or representation made by Holt. Holt shall not be responsible to Customer for loss of use of Goods, loss of profits, or any other consequential damages. Holt shall not be liable for failure to deliver the Goods, or for any damages resulting from the selection, installation, operation or use of the Goods. Holt's liability regarding the Goods and/or this Agreement for any damages, whether arriving in contract, tort, or otherwise, shall be limited to the aggregate price of the Goods paid as of the date of the claim giving rise to the alleged damages.

12.SECURITY INTEREST. Customer hereby grants Holt a security interest in the Goods, including any attachments, accessions, and proceeds, to secure payment of the sales price and performance of Customer's obligations under this Agreement. Customer authorizes Holt to file such forms and documents as reasonably required by Holt to perfect its security interest, including but not limited to a UCC-1 financing statement with the California Secretary of State's Office. Holt shall have all of the rights of a secured party pursuant to the California Commercial Code until the Goods are paid in full.

13.BILL of SALE FOR PROPERTY TAKEN IN TRADE. For value received, Customer grants, sells, transfers and delivers to Holt the trade in equipment ("Equipment") described on the Agreement. Customer hereby certifies that the Equipment is owned by Customer, and there is no lien, claim, debt, mortgage or encumbrance of any kind, nature or description against the Equipment. Customer shall assume all risk of loss and/or damage to the Equipment, beyond normal wear, until it is delivered to Holt, and Holt shall not be obligated to take the Equipment in trade unless and until Holt accepts physical delivery of the Equipment.

Attachment: Holt light tower quote (6446 : Approve Purchase of Light Towers)

COUNTY OF COLUSA, CA **3.10**

Request For County Board of Supervisors Action

MEETING DATE:	**March 30, 2021**
DEPARTMENT:	**Public Works/Road Department**
FROM:	**Michael Azevedo**
SUBJECT:	**Approve Fourth amendment to the Joint Powers Agreement (JPA) providing public transportation/transit service within the County.**

Approve Fourth amendment to the Joint Powers Agreement (JPA) (C06-001) with the **City of Colusa and the City of Williams** to provide for transportation/transit service within the County.

Detailed Description/Background of request

The County of Colusa, City of Colusa, and City of Williams have collectively formed a Joint Powers Agreement (JPA) necessary to receive various State and Federal funding to operate and maintain transportation/transit service within the County. The original JPA has been amended twice in the past and is due to expire on April 22, 2021.

This request is to review and consider approving a Fourth Amendment to the JPA. This action would provide for the continuation of the JPA and allow continued transportation/transit service by extending the terms of the JPA, and Amendments 1, 2, &3 3 through April 22, 2026.

The City of Colusa and City of Williams have expressed support for continuation of the JPA and plan to consider the Fourth Amendment prior to the expiration date.

Prior Board Action

Approved original JPA (C06-001) on January 10, 2006; Amendments 1 (C11-064) approved April 19, 2011; Amendment 2 (C12-002) approved January 1, 2012; Amendment 3 (C15-183) approved November 17, 2015.

Fiscal Impact/Funding Source

Allows continued State and Federal funding for transportation/transit services.

Action for the Clerk

Have the Chairman of the Board sign the 4th Amendment and circulate amongst the Cities for execution.

ATTACHMENTS:

- C15-183 3rd Amendment City of Colusa and City of Williams-Public Transportation (PDF)
- C12-002 2nd Amendment JPA City of Colusa & Williams (PDF)
- C11-064 First Amendment JPA City of Colusa & Williams-Public Transpo (PDF)
- C06-001 Cities of Williams and Colusa JPA Public Transportation (PDF)
- 2021 Transit JPA amnd 004 (DOC)

Third Amendment to Joint Powers Agreement between the County of Colusa, the City of Colusa, and the City of Williams Providing a Public Transportation System within the County of Colusa

This Third Amendment (Amendment) to the Joint Powers Agreement Providing a Public Transportation System within the County of Colusa (JPA) is between the County of Colusa, a political subdivision of the State of California (County), the City of Colusa, a municipal corporation, and the City of Williams, a municipal corporation (Cities).

Recitals

WHEREAS, on January 10, 2006, the County and Cities executed the JPA for the purpose of maintaining a public transportation system within the County and the Cities;

WHEREAS, on April 19, 2011, the County and Cities executed a First Amendment (C11-064) to the JPA:

1. The First Amendment modified Section 6.a. to change the method of termination to require written notice of termination;
2. The First Amendment modified Section 6.c. to extend the termination date of the JPA from April 22, 2011 to April 22, 2016; and
3. The First Amendment deleted Section 6.d. of the JPA in its entirety.

WHEREAS, on January 1, 2012, the County and Cites executed a Second Amendment (C12-002) to the JPA repealing Section 3 of the JPA in its entirety, and replacing it with a new Section 3; and

WHEREAS, the County and Cities now desire change the termination date of the JPA.

Amendment

Section 6 of the JPA, Termination, is amended to change the termination date of the JPA from April 22, 2016 to April 22, 2021;

Construction

All other terms and conditions of the JPA shall remain in full force and effect. In the event of any conflict of inconsistency between the provisions of this Amendment and the JPA, this Amendment shall govern. This Amendment may be executed in counterparts.

This Third Modification is executed in Colusa, California on this 17th day of November, 2016.

SIGNATURES FOLLOW ON PAGE 2

Attachment: C15-183 3rd Amendment City of Colusa and City of Williams-Public Transportation (6429 : Fourth Amendment to Transit JPA (C06-

COUNTY OF COLUSA

FOR Mark D. Marshall, Chairman

ATTEST: Robert J. Muszar, Clerk to the Board of Supervisors

By Ann Nordyke, Deputy

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

CITY OF COLUSA

Greg Ponciano, Mayor

ATTEST:

Shelly Kittle, City Clerk

CITY OF WILLIAMS

John Troughton, Jr., Mayor

ATTEST:

Mariana Pineda, City Clerk

Attachment: C15-183 3rd Amendment City of Colusa and City of Williams-Public Transportation (6429 : Fourth Amendment to Transit JPA (C06-

COUNTY OF COLUSA

Mark D. Marshall, Chairman

ATTEST: Robert J. Muszar, Clerk to the Board of Supervisors

By _____
Ann Nordyke, Deputy

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

CITY OF COLUSA

Greg Ponciano, Mayor

ATTEST:

Shelly Kittle, City Clerk

CITY OF WILLIAMS

John Troughton, Jr., Mayor

ATTEST:

FOR: Mariana Pineda, City Clerk

Attachment: C15-183 3rd Amendment City of Colusa and City of Williams-Public Transportation (6429 : Fourth Amendment to Transit JPA (C06-

City of Colusa & City of Williams

C15-183
11-17-15

For:
Public transportation

Attachment: C15-183 3rd Amendment City of Colusa and City

SECOND AMENDMENT TO JOINT POWERS AGREEMENT PROVIDING A PUBLIC TRANSPORTATION SYSTEM WITHIN THE COUNTY OF COLUSA

This Second Amendment ("Second Amendment") to the Joint Powers Authority Agreement providing a Public Transportation System within the County of Colusa ("Agreement") is made on the 1st of January, 2012 ("Effective Date") among the County of Colusa, a political subdivision of the State of California (hereinafter referred to as "County"), the City of Colusa, a municipal corporation, and the City of Williams, a municipal corporation (hereinafter referred to as "Cities").

RECITALS

WHEREAS, the County and Cities entered into a Joint Powers Agreement dated January 10, 2006 for the purpose of maintaining a public transportation system within the County of Colusa and the Cities; and,

WHEREAS, said Joint Powers Agreement was first duly amended effective April 19, 2011 at Sections 3, 4, and 6 by the County and Cities; and

WHEREAS, the County and Cities all desire to amend the provisions governing the appointment of governing board representatives of the Cities to reflect the latest population figures of both Cities as a matter of governing board equity; and,

WHEREAS, the County and Cities have determined that such extension is consistent with the original purpose of the Agreement;

NOW, THEREFORE, the parties agree as follows:

Section A. Recitals:

The above recitals are true and correct and are hereby incorporated by reference.

Section B. Modification:

Section 3 of the Agreement as last amended on April 19, 2011 is hereby repealed in its entirety and replaced by a new Section 3 as set forth below:

3. COLUSA COUNTY TRANSIT AGENCY. There has been established and has continued in existence from the date of its creation, the Colusa County Transit Agency (CCTA). The membership of said Agency's governing Board of Directors shall consist of six members as set forth herein. Three members of the Agency's governing Board of Directors shall be appointed by the Colusa County Board of Supervisors. Three members of the Agency's governing Board of Directors shall represent the Cities as stated below in lieu of a "City Selection Committee."

Attachment: C12-002 2nd Amendment JPA City of Colusa & Williams (6429 : Fourth Amendment to Transit JPA (C06-001) between County &

The City of Colusa City Council shall continue to appoint two of the three City governing Board of Director representatives for the remainder of calendar year 2011 as it has at the time of approval of this Second Amendment. The City of Williams City Council shall continue to appoint one City government representative for the remainder of calendar year 2011.

Commencing on January 1, 2012 and for every calendar year thereafter during the life of the CCTA Agreement, the City Councils of Colusa and Williams shall alternate which City Council appoints two of the three City governing Board of Directors' representatives. The City Council of Williams shall appoint two governing Board of Directors representatives for calendar year 2012 and the authority to appoint two City Board of Directors' members shall thereafter alternate each calendar year. The City Council not empowered to appoint two City Board of Directors' members in any calendar year shall appoint one member.

The CCTA shall have the responsibility of adopting policy and assuming overall responsibility of the public transportation system in Colusa County and its Cities. Such policies and responsibilities shall extend to such areas as:

a. Approving levels of service;
b. Establishing fares;
c. Overseeing and reviewing the operation of the system;
d. Adopting an annual budget;
e. Acquiring vehicles, structures or other improvements to be used in the system;
f. Setting appropriate funding for system;
g. Making and entering into contracts;
h. Incurring debts, liabilities and obligations which shall be solely the debts, liabilities and obligations of the CCTA.

Section C. Construction of Second Amendment:

In the event of any conflict or inconsistency between the provisions of this Second Amendment and the Agreement as previously amended, this Second Amendment shall govern. Except as expressly amended by this Second Amendment, the Agreement and its First Amendment remains in full force and effect. If any provision of this Second Amendment is held invalid by a court of competent jurisdiction that provision shall be stricken from the Second Amendment and all remaining provisions in this Second Amendment shall be continue in full force and effect as though the stricken provision were never part of this Second Amendment.

Section D. Miscellaneous Provisions:

This Second Amendment shall be construed in accordance with the laws and judicial decisions of the State of California and venue for any legal or equitable actions shall

Attachment: C12-002 2nd Amendment JPA City of Colusa & Williams (6429 : Fourth Amendment to Transit JPA (C06-001) between County &

be in Colusa County, regardless of where else venue may lie. The headings within this Second Amendment are for the purpose of reference only and shall not limit or otherwise affect any terms of the Second Amendment. The parties have had an equal opportunity to participate in the drafting of this Second Amendment, therefore the normal construction as against drafting party shall not apply. The agreement may be executed in counterparts, each of which shall be deemed to be an original instrument, and all, when taken together, shall constitute the Agreement.

Section E. Effective Date:

This Second Amendment shall be effective as of the date first above.

IN WITNESS WHEREOF, the parties hereto executed the Second Amendment as of the date set forth above.

COUNTY OF COLUSA

Mark D. Marshall, Chairman

Date: 1-10-12

ATTEST:

for: Kathy Moran, County Clerk and Ex-Officio Clerk of the Board

CITY OF COLUSA

By: Tom Reische, Mayor

Date: 12-6-2011

ATTEST:

Shelly Kittle, City Clerk

APPROVED AS TO FORM:

Thomas R. Parker
County Counsel

CITY OF WILLIAMS

Angela Plachek-Fulcher, Mayor

ATTEST:

Charles Bergson, Interim City Clerk

Attachment: C12-002 2nd Amendment JPA City of Colusa & Williams (6429 : Fourth Amendment to Transit JPA (C06-001) between County &

C11-064

FIRST AMENDMENT TO JOINT POWERS AGREEMENT PROVIDING A PUBLIC TRANSPORTATION SYSTEM WITHIN THE COUNTY OF COLUSA

This First Amendment ("First Amendment") to the Joint Powers Agreement Providing a Public Transportation System within the County of Colusa ("Agreement") is made on this 19th day of April _____, 2011 ("Effective Date") among the County of Colusa, a political subdivision of the State of California (hereinafter "County"), the City of Colusa, a municipal corporation, and the City of Williams, a municipal corporation (hereinafter referred to as "Cities").

RECITALS

WHEREAS, the County and Cities entered into a Joint Powers Agreement dated January 10, 2006 for the purpose of maintaining a public transportation system within the County of Colusa and the Cities; and,

WHEREAS, said Agreement included a provision automatically terminating the Agreement on April 22, 2011; and,

WHEREAS, the County and Cities desire to extend the lifetime of the Agreement; and,

WHEREAS, the County and Cities have determined that such extension is consistent with the original purpose of the Agreement;

NOW, THEREFORE, the parties agree as follows:

Section 1. Recitals:

The above recitals are true and correct and are hereby incorporated by reference.

Section 2. Modification:

Section 6 of the Agreement "Termination" is hereby amended in its entirety to read as follows:

6. TERMINATION

a. Any party hereto may terminate this Agreement by giving written notice thereof to the other parties and to the Colusa County Transportation Commission at least ninety days in advance thereof.
b. Should such funds, which are disbursed to the parties hereto pursuant to the provisions of the Transportation Development Act, be discontinued for any fiscal year to any of the parties hereto, then this Agreement shall be deemed terminated effective the last day of the fiscal year immediately preceding.
c. Notwithstanding subdivision a. and b. above, this Agreement shall automatically terminate on April 22, 2016.
d. In the event or termination, and after all monetary obligations have been met, any remaining funds shall be returned to the Colusa County Transportation Commission and credit shall be given to each party hereto in proportion to such party's contribution of allocated funds to the program.

Section 3. Construction of First Amendment:

A. In the event of any conflict of inconsistency between the provisions of this First Amendment and the Agreement, this First Amendments shall govern.

Attachment: C12-002 2nd Amendment JPA City of Colusa & Williams (6429 : Fourth Amendment to Transit JPA (C06-001) between County &

B. Except as expressly amended by this First Amendment, the Agreement remains in full force and effect. If any provision of this First Amendment is held invalid by a court of competent jurisdiction that provision shall be stricken from the First Amendment and all remaining provisions in this First Amendment shall continue in full force and effect as though the stricken provision were never part of this First Amendment.

Section 4. Miscellaneous Provisions:

A. This First Amendment shall be construed in accordance with the laws and judicial decisions of the State of California, and venue for any legal or equitable actions shall be in Colusa County, regardless of where else venue may lie.

B. The headings within this First Amendment are for the purpose of reference only and shall not limit or otherwise affect any terms of this First Amendment. The parties have had an equal opportunity to participate in the drafting of this First Amendment, therefore the normal construction as against the drafting party shall not apply.

C. The Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument, and all, when taken together, shall constitute the Agreement.

Section 5. Effective Date:

This Agreement shall be effective as of the date first above.

IN WITNESS WHEREOF, the parties hereto executed the First Amendment as of the date set forth above.

COUNTY OF COLUSA

Mark D. Marshall, Chairman

Date: 4-19-11

ATTEST:

Kathy Moran, County Clerk and
Ex-Officio Clerk of the Board

APPROVED AS TO FORM:

Thomas Parker, County Counsel

CITY OF COLUSA

By:

Tom Reische, Mayor

Date: 4-4-2011

ATTEST:

Shelly Kittle, City Clerk

CITY OF WILLIAMS

Angela Plachek-Fulcher, Mayor

ATTEST:

Charles Bergson, Interim City Clerk

Attachment: C12-002 2nd Amendment JPA City of Colusa & Williams (6429 : Fourth Amendment to Transit JPA (C06-001) between County &

CERTIFIED BOARD ORDER
OF THE COLUSA COUNTY BOARD OF SUPERVISORS
County of Colusa, State of California

REGULAR MEETING OF: April 19, 2011

SUPERVISORS PRESENT: Supervisors Carter, Indrieri, Evans, Vann and Marshall.

SUPERVISORS ABSENT: None.

C11-064 PUBLIC WORKS: It is moved b Supervisor Evans, seconded by Supervisor Indrieri to approve "First Amendment to Joint Powers Agreement Providing a Public Transportation System within the County of Colusa" C06-001, between the County of Colusa and **the City of Colusa and the City of Williams,** effective through April 22, 2016, with terms and conditions as set forth in the Amendment and all other terms and conditions to remain in full force and effect and authorize the Chairman to sign. Motion carried: All yes. Absent: None.

State Of California}
County of Colusa} ss.

I, KATHLEEN MORAN County Clerk and ex-officio 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 27th day of April 2011 (SEAL).

Attest: Kathleen Moran County Clerk and Ex-Officio Clerk of the Board of Supervisors

By _____
Ann Nordyke, Deputy Board Clerk

Attachment: C12-002 2nd Amendment JPA City of Colusa & Williams (6429 : Fourth Amendment to Transit JPA (C06-001) between County &

C06-001

JOINT POWERS AGREEMENT
PROVIDING A PUBLIC TRANSPORTATION SYSTEM
WITHIN THE COUNTY OF COLUSA

THIS AGREEMENT, made this 10th day of January, 2006, by and between the COUNTY OF COLUSA, a political subdivision of the State of California, hereinafter referred to as "County", and the Cities of Williams and Colusa, hereinafter referred to as "Cities".

WITNESSETH:

WHEREAS, the Transportation Development Act of 1971 (Government Code 29530 et seq.) provices for the transfer of transportation funds to local governmental entities; and

WHEREAS, the County and Cities are recipients of funds made available to local government agencies under and by virtue of said act; and

WHEREAS, the County and Cities are desirous of continuing to combine their funds so as to allow a more efficient use thereof; and

WHEREAS, the County and Cities are desirous of developing a public transportation system that will serve the needs of the people within the community affected;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. PURPOSE. The purpose of this Agreement is to continue to provide for a joint exercise of powers for the purpose of providing and maintaining a public transportation system within the County of Colusa, including the Cities.

2. FUNDING. The parties hereto shall make annual claims to the Colusa County Transportation Commission for each party's proportionate share of funds, based upon population ratios, to operate and maintain the above-described system pursuant to the provisions on the Transportation Development Act of 1971. Each party agrees to fund the same proportion

Attachment: C12-002 2nd Amendment JPA City of Colusa & Williams (6429 : Fourth Amendment to Transit JPA (C06-001) between County &

necessary to support the annual budget to operate and maintain the transit system.

3. COLUSA COUNTY TRANSIT AGENCY. There has been established and has continued in existence from the date of its creation, the Colusa County Transit Agency (CCTA). The membership of said agency shall consist of three members appointed by the Colusa County Board of Supervisors, two members appointed by the Colusa City Council, and one member appointed by the Williams City Council. The CCTA shall have the responsibility of adopting policy and assuming overall responsibility of the transportation system. Such policies and responsibilities shall extend to such areas as:

a. Approving levels of service;

b. Establishment of fares;

c. Oversee and review the operation of the system;

d. Adopt an annual budget;

e. Acquire vehicles, structures or other improvements to be used in the system;

f. See appropriate funding for the system;

g. Make and enter into contracts; and

h. Incur debts, liabilities and obligations which shall be solely the debts, liabilities and obligations of the CCTA.

4. OPERATION. The day-to-day operation of the transportation system provided hereunder shall be under the control and management of the Colusa County Department of Public Works. All personnel shall be County employees. The powers and duties of said management shall include, but not be limited to:

a. Hiring and discharge of personnel;

b. Own, maintain and operate vehicles;

c. Apply for and receive insurance;

Attachment: C12-002 2nd Amendment JPA City of Colusa & Williams (6429 : Fourth Amendment to Transit JPA (C06-001) between County &

d. Own, manage, maintain and operate any buildings, works or improvements pertaining to the transportation services; and

e. Submit proposed annual budget to CCTA and maintain accounts for necessary fiscal and performance audits.

5. FINANCE. The Treasurer of the County of Colusa shall act as Treasurer for the CCTA and shall be the depository and have custody of all monies of the Agency. The Auditor of the County of Colusa shall have authority to draw warrants to pay demands against CCTA upon approval by said Agency, and shall strictly account for all funds and provide reports of all receipts and disbursements pursuant to the requirements set forth in Section 6505 of the California Government Code.

6. TERMINATION.

a. Any party hereto may terminate this Agreement by giving notice thereof to the other parties and to the Colusa County Transportation Commission at least ninety days in advance thereof.

b. Should such funds, which are disbursed to the parties hereto pursuant to the provisions of the Transportation Development Act, be discontinued for any fiscal year to any of the parties hereto, then this Agreement shall be deemed terminated effective the last day of the fiscal year immediately preceding.

c. Notwithstanding subdivisions a. and b. above, this Agreement shall automatically terminate on April 22, 2011 unless action is taken by the County and Cities for renewal.

d. This Agreement may be renewed for an additional five (5) year period beyond the termination date above-described, provided the parties hereto agree to the renewal in writing no later than ninety (90) days prior to said termination date.

Attachment: C12-002 2nd Amendment JPA City of Colusa & Williams (6429 : Fourth Amendment to Transit JPA (C06-001) between County &

e. In the event of termination, and after all monetary obligations have been met, any remaining funds shall be returned to the Colusa County Transportation Commission and credit shall be given to each party hereto in proportion to such party's contribution of allocated funds to the program.

7. AMENDMENT. This Agreement may be amended in writing from time to time upon mutual agreement of the parties hereto.

COUNTY OF COLUSA

Christy K. Scofield

Christy K. Scofield, Chairman of the Board of Supervisors, County of Colusa, State of California

ATTEST: KATHLEEN MORAN
County Clerk and Ex-Officio Clerk to the Board of Supervisors

By: _____ Deputy

APPROVED AS TO FORM:

Henry E. Rodegerdts
County Counsel

CITY OF COLUSA

By: _____

CITY OF WILLIAMS

By: _____

Attachment: C12-002 2nd Amendment JPA City of Colusa & Williams (6429 : Fourth Amendment to Transit JPA (C06-001) between County &

City of Colusa &
City of Williams

1-10-12

DPW

For: Public transportation system within the County

Attachment: C12-002 2nd Amendment JPA City of Colusa & Williams (6429 : Fourth Amendment to Transit JPA (C06-001) between County &

FIRST AMENDMENT TO JOINT POWERS AGREEMENT PROVIDING A PUBLIC TRANSPORTATION SYSTEM WITHIN THE COUNTY OF COLUSA

This First Amendment ("First Amendment") to the Joint Powers Agreement Providing a Public Transportation System within the County of Colusa ("Agreement") is made on this 19th day of April, 2011 ("Effective Date") among the County of Colusa, a political subdivision of the State of California (hereinafter "County"), the City of Colusa, a municipal corporation, and the City of Williams, a municipal corporation (hereinafter referred to as "Cities").

RECITALS

WHEREAS, the County and Cities entered into a Joint Powers Agreement dated January 10, 2006 for the purpose of maintaining a public transportation system within the County of Colusa and the Cities; and,

WHEREAS, said Agreement included a provision automatically terminating the Agreement on April 22, 2011; and,

WHEREAS, the County and Cities desire to extend the lifetime of the Agreement; and,

WHEREAS, the County and Cities have determined that such extension is consistent with the original purpose of the Agreement;

NOW, THEREFORE, the parties agree as follows:

Section 1, Recitals:

The above recitals are true and correct and are hereby incorporated by reference.

Section 2. Modification:

Section 6 of the Agreement "Termination" is hereby amended in its entirety to read as follows:

6. TERMINATION

a. Any party hereto may terminate this Agreement by giving written notice thereof to the other parties and to the Colusa County Transportation Commission at least ninety days in advance thereof.
b. Should such funds, which are disbursed to the parties hereto pursuant to the provisions of the Transportation Development Act, be discontinued for any fiscal year to any of the parties hereto, then this Agreement shall be deemed terminated effective the last day of the fiscal year immediately preceding.
c. Notwithstanding subdivision a. and b. above, this Agreement shall automatically terminate on April 22, 2016.
d. In the event or termination, and after all monetary obligations have been met, any remaining funds shall be returned to the Colusa County Transportation Commission and credit shall be given to each party hereto in proportion to such party's contribution of allocated funds to the program.

Section 3. Construction of First Amendment:

A. In the event of any conflict of inconsistency between the provisions of this First Amendment and the Agreement, this First Amendments shall govern.

Attachment: C11-064 First Amendment JPA City of Colusa & Williams-Public Transpo (6429 : Fourth Amendment to Transit JPA (C06-001)

B. Except as expressly amended by this First Amendment, the Agreement remains in full force and effect. If any provision of this First Amendment is held invalid by a court of competent jurisdiction that provision shall be stricken from the First Amendment and all remaining provisions in this First Amendment shall continue in full force and effect as though the stricken provision were never part of this First Amendment.

Section 4. Miscellaneous Provisions:

A. This First Amendment shall be construed in accordance with the laws and judicial decisions of the State of California, and venue for any legal or equitable actions shall be in Colusa County, regardless of where else venue may lie.

B. The headings within this First Amendment are for the purpose of reference only and shall not limit or otherwise affect any terms of this First Amendment. The parties have had an equal opportunity to participate in the drafting of this First Amendment, therefore the normal construction as against the drafting party shall not apply.

C. The Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument, and all, when taken together, shall constitute the Agreement.

Section 5. Effective Date:

This Agreement shall be effective as of the date first above.

IN WITNESS WHEREOF, the parties hereto executed the First Amendment as of the date set forth above.

COUNTY OF COLUSA

Mark D. Marshall, Chairman

Date: 4-19-11

ATTEST:

Kathy Moran, County Clerk and
Ex-Officio Clerk of the Board

APPROVED AS TO FORM:

Thomas Parker, County Counsel

CITY OF COLUSA

By:

Tom Reische, Mayor

Date: 4-4-2011

ATTEST:

Shelly Kittle, City Clerk

CITY OF WILLIAMS

Angela Plachek-Fulcher, Mayor

ATTEST:

Charles Bergson, Interim City Clerk

Attachment: C11-064 First Amendment JPA City of Colusa & Williams-Public Transpo (6429 : Fourth Amendment to Transit JPA (C06-001)

C06-001

JOINT POWERS AGREEMENT
PROVIDING A PUBLIC TRANSPORTATION SYSTEM
WITHIN THE COUNTY OF COLUSA

THIS AGREEMENT, made this 10th day of January, 2006, by and between the COUNTY OF COLUSA, a political subdivision of the State of California, hereinafter referred to as "County", and the Cities of Williams and Colusa, hereinafter referred to as "Cities".

WITNESSETH:

WHEREAS, the Transportation Development Act of 1971 (Government Code 29530 et seq.) provides for the transfer of transportation funds to local governmental entities; and

WHEREAS, the County and Cities are recipients of funds made available to local government agencies under and by virtue of said act; and

WHEREAS, the County and Cities are desirous of continuing to combine their funds so as to allow a more efficient use thereof; and

WHEREAS, the County and Cities are desirous of developing a public transportation system that will serve the needs of the people within the community affected;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. PURPOSE. The purpose of this Agreement is to continue to provide for a joint exercise of powers for the purpose of providing and maintaining a public transportation system within the County of Colusa, including the Cities.

2. FUNDING. The parties hereto shall make annual claims to the Colusa County Transportation Commission for each party's proportionate share of funds, based upon population ratios, to operate and maintain the above-described system pursuant to the provisions on the Transportation Development Act of 1971. Each party agrees to fund the same proportion

Attachment: C11-064 First Amendment JPA City of Colusa & Williams-Public Transpo (6429 : Fourth Amendment to Transit JPA (C06-001)

necessary to support the annual budget to operate and maintain the transit system.

3. COLUSA COUNTY TRANSIT AGENCY. There has been established and has continued in existence from the date of its creation, the Colusa County Transit Agency (CCTA). The membership of said agency shall consist of three members appointed by the Colusa County Board of Supervisors, two members appointed by the Colusa City Council, and one member appointed by the Williams City Council. The CCTA shall have the responsibility of adopting policy and assuming overall responsibility of the transportation system. Such policies and responsibilities shall extend to such areas as:

a. Approving levels of service;

b. Establishment of fares;

c. Oversee and review the operation of the system;

d. Adopt an annual budget;

e. Acquire vehicles, structures or other improvements to be used in the system;

f. See appropriate funding for the system;

g. Make and enter into contracts; and

h. Incur debts, liabilities and obligations which shall be solely the debts, liabilities and obligations of the CCTA.

4. OPERATION. The day-to-day operation of the transportation system provided hereunder shall be under the control and management of the Colusa County Department of Public Works. All personnel shall be County employees. The powers and duties of said management shall include, but not be limited to:

a. Hiring and discharge of personnel;

b. Own, maintain and operate vehicles;

c. Apply for and receive insurance;

Attachment: C11-064 First Amendment JPA City of Colusa & Williams-Public Transpo (6429 : Fourth Amendment to Transit JPA (C06-001)

d. Own, manage, maintain and operate any buildings, works or improvements pertaining to the transportation services; and

e. Submit proposed annual budget to CCTA and maintain accounts for necessary fiscal and performance audits.

5. FINANCE. The Treasurer of the County of Colusa shall act as Treasurer for the CCTA and shall be the depository and have custody of all monies of the Agency. The Auditor of the County of Colusa shall have authority to draw warrants to pay demands against CCTA upon approval by said Agency, and shall strictly account for all funds and provide reports of all receipts and disbursements pursuant to the requirements set forth in Section 6505 of the California Government Code.

6. TERMINATION.

a. Any party hereto may terminate this Agreement by giving notice thereof to the other parties and to the Colusa County Transportation Commission at least ninety days in advance thereof.

b. Should such funds, which are disbursed to the parties hereto pursuant to the provisions of the Transportation Development Act, be discontinued for any fiscal year to any of the parties hereto, then this Agreement shall be deemed terminated effective the last day of the fiscal year immediately preceding.

c. Notwithstanding subdivisions a. and b. above, this Agreement shall automatically terminate on April 22, 2011 unless action is taken by the County and Cities for renewal.

d. This Agreement may be renewed for an additional five (5) year period beyond the termination date above-described, provided the parties hereto agree to the renewal in writing no later than ninety (90) days prior to said termination date.

Attachment: C11-064 First Amendment JPA City of Colusa & Williams-Public Transpo (6429 : Fourth Amendment to Transit JPA (C06-001)

e. In the event of termination, and after all monetary obligations have been met, any remaining funds shall be returned to the Colusa County Transportation Commission and credit shall be given to each party hereto in proportion to such party's contribution of allocated funds to the program.

7. AMENDMENT. This Agreement may be amended in writing from time to time upon mutual agreement of the parties hereto.

COUNTY OF COLUSA

Christy K. Scofield

Christy K. Scofield, Chairman of the Board of Supervisors, County of Colusa, State of California

ATTEST: KATHLEEN MORAN
County Clerk and Ex-Officio Clerk to the Board of Supervisors

By: _____ Deputy

APPROVED AS TO FORM:

Henry E. Rodegerdts
County Counsel

CITY OF COLUSA

By: _____

CITY OF WILLIAMS

By: _____

Attachment: C11-064 First Amendment JPA City of Colusa & Williams-Public Transpo (6429 : Fourth Amendment to Transit JPA (C06-001)

City of Williams

4-19-11

DPW

For:
Public transportation
System within the
County

CERTIFIED BOARD ORDER
OF THE COLUSA COUNTY BOARD OF SUPERVISORS
County of Colusa, State of California

REGULAR MEETING OF: April 19, 2011

SUPERVISORS PRESENT: Supervisors Carter, Indrieri, Evans, Vann and Marshall.

SUPERVISORS ABSENT: None.

C11-064 PUBLIC WORKS: It is moved b Supervisor Evans, seconded by Supervisor Indrieri to approve "First Amendment to Joint Powers Agreement Providing a Public Transportation System within the County of Colusa" C06-001, between the County of Colusa and **the City of Colusa and the City of Williams,** effective through April 22, 2016, with terms and conditions as set forth in the Amendment and all other terms and conditions to remain in full force and effect and authorize the Chairman to sign. Motion carried: All yes. Absent: None.

State Of California}
County of Colusa} ss.

I, KATHLEEN MORAN County Clerk and ex-officio 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 27th day of April 2011 (SEAL).

Attest: Kathleen Moran County Clerk and Ex-Officio Clerk of the Board of Supervisors

By Ann Nordyke
Ann Nordyke, Deputy Board Clerk

Attachment: C11-064 First Amendment JPA City of Colusa & Williams-Public Transpo (6429 : Fourth Amendment to Transit JPA (C06-001)

JOINT POWERS AGREEMENT
PROVIDING A PUBLIC TRANSPORTATION SYSTEM
WITHIN THE COUNTY OF COLUSA

THIS AGREEMENT, made this 10th day of January, 2006, by and between the COUNTY OF COLUSA, a political subdivision of the State of California, hereinafter referred to as "County", and the Cities of Williams and Colusa, hereinafter referred to as "Cities".

WITNESSETH:

WHEREAS, the Transportation Development Act of 1971 (Government Code 29530 et seq.) provides for the transfer of transportation funds to local governmental entities; and

WHEREAS, the County and Cities are recipients of funds made available to local government agencies under and by virtue of said act; and

WHEREAS, the County and Cities are desirous of continuing to combine their funds so as to allow a more efficient use thereof; and

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NOW, THEREFORE, the parties hereto mutually agree as follows:

1. PURPOSE. The purpose of this Agreement is to continue to provide for a joint exercise of powers for the purpose of providing and maintaining a public transportation system within the County of Colusa, including the Cities.

2. FUNDING. The parties hereto shall make annual claims to the Colusa County Transportation Commission for each party's proportionate share of funds, based upon population ratios, to operate and maintain the above-described system pursuant to the provisions on the Transportation Development Act of 1971. Each party agrees to fund the same proportion

Attachment: C06-001 Cities of Williams and Colusa JPA Public Transportation (6429 : Fourth Amendment to Transit JPA (C06-001) between

necessary to support the annual budget to operate and maintain the transit system.

3. COLUSA COUNTY TRANSIT AGENCY. There has been established and has continued in existence from the date of its creation, the Colusa County Transit Agency (CCTA). The membership of said agency shall consist of three members appointed by the Colusa County Board of Supervisors, two members appointed by the Colusa City Council, and one member appointed by the Williams City Council. The CCTA shall have the responsibility of adopting policy and assuming overall responsibility of the transportation system. Such policies and responsibilities shall extend to such areas as:

a. Approving levels of service;

b. Establishment of fares;

c. Oversee and review the operation of the system;

d. Adopt an annual budget;

e. Acquire vehicles, structures or other improvements to be used in the system;

f. See appropriate funding for the system;

g. Make and enter into contracts; and

h. Incur debts, liabilities and obligations which shall be solely the debts, liabilities and obligations of the CCTA.

4. OPERATION. The day-to-day operation of the transportation system provided hereunder shall be under the control and management of the Colusa County Department of Public Works. All personnel shall be County employees. The powers and duties of said management shall include, but not be limited to:

a. Hiring and discharge of personnel;

b. Own, maintain and operate vehicles;

c. Apply for and receive insurance;

Attachment: C06-001 Cities of Williams and Colusa JPA Public Transportation (6429 : Fourth Amendment to Transit JPA (C06-001) between

d. Own, manage, maintain and operate any buildings, works or improvements pertaining to the transportation services; and

e. Submit proposed annual budget to CCTA and maintain accounts for necessary fiscal and performance audits.

5. FINANCE. The Treasurer of the County of Colusa shall act as Treasurer for the CCTA and shall be the depository and have custody of all monies of the Agency. The Auditor of the County of Colusa shall have authority to draw warrants to pay demands against CCTA upon approval by said Agency, and shall strictly account for all funds and provide reports of all receipts and disbursements pursuant to the requirements set forth in Section 6505 of the California Government Code.

6. TERMINATION.

a. Any party hereto may terminate this Agreement by giving notice thereof to the other parties and to the Colusa County Transportation Commission at least ninety days in advance thereof.

b. Should such funds, which are disbursed to the parties hereto pursuant to the provisions of the Transportation Development Act, be discontinued for any fiscal year to any of the parties hereto, then this Agreement shall be deemed terminated effective the last day of the fiscal year immediately preceding.

c. Notwithstanding subdivisions a. and b. above, this Agreement shall automatically terminate on April 22, 2011 unless action is taken by the County and Cities for renewal.

d. This Agreement may be renewed for an additional five (5) year period beyond the termination date above-described, provided the parties hereto agree to the renewal in writing no later than ninety (90) days prior to said termination date.

Attachment: C06-001 Cities of Williams and Colusa JPA Public Transportation (6429 : Fourth Amendment to Transit JPA (C06-001) between

e. In the event of termination, and after all monetary obligations have been met, any remaining funds shall be returned to the Colusa County Transportation Commission and credit shall be given to each party hereto in proportion to such party's contribution of allocated funds to the program.

7. AMENDMENT. This Agreement may be amended in writing from time to time upon mutual agreement of the parties hereto.

COUNTY OF COLUSA

Chairman of the Board of Supervisors, County of Colusa, State of California

ATTEST: KATHLEEN MORAN
County Clerk and Ex-Officio Clerk to the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

Henry E. Rodegerdts
County Counsel

CITY OF COLUSA

By: _____

CITY OF WILLIAMS

By: _____

Attachment: C06-001 Cities of Williams and Colusa JPA Public Transportation (6429 : Fourth Amendment to Transit JPA (C06-001) between

Approved 1/6/06
Joint Powers
Agreement

Attachment: 2021 Transit JPA amnd 004 [Revision 1] (6429 : Fourth Amendment to Transit JPA (C06-001) between County & Cities of Williams

Fourth Amendment to Joint Powers Agreement between the County of Colusa, the City of Colusa, and the City of Williams Providing a Public Transportation System within the County of Colusa

This Forth Amendment (Amendment) to the Joint Powers Agreement Providing a Public Transportation System within the County of Colusa (JPA) is between the County of Colusa, a political subdivision of the State of California (County), and the Cites of Colusa and Williams, both municipal corporations (Cities).

Background

On January 10, 2006, the County and Cities executed the JPA for the purpose of maintaining a public transportation system within the County and the Cities;

On April 19, 2011, the County and Cities executed a First Amendment (C11-064) to the JPA:

1. The First Amendment modified Section 6.a. to change the method of termination to require written notice of termination;
2. The First Amendment modified Section 6.c. to extend the termination date of the JPA from April 22, 2011 to April 22, 2016; and
3. The First Amendment deleted Section 6.d. of the JPA in its entirety.

On January 1, 2012, the County and Cites executed a Second Amendment (C12-002) to the JPA repealing Section 3 of the JPA in its entirety, and replacing it with a new Section 3; and

On November 17, 2015 the County and the Cities executed a Third Amendment (C15-183) to extend the termination date to April 22, 2021.

The parties now desire to change the termination date of the JPA.

Amendment

Section 6 of the JPA, Termination, is amended to change the termination date of the JPA from April 22, 2021 to April 22, 2026;

Construction

All other terms and conditions of the JPA shall remain in full force and effect.

This Fourth Amendment is executed in Colusa, California on this 30th day of March, 2021.

SIGNATURES FOLLOW ON PAGE 2

COUNTY OF COLUSA

_____
Gary J Evans, Chairman

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

By _____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM

_____
Jennifer Sutton, Senior Deputy County Counsel

CITY OF COLUSA

_____
Josh Hill, Mayor

ATTEST:

_____
Shelly Kittle, City Clerk

CITY OF WILLIAMS

_____
Alfred Sellers Jr., Mayor

ATTEST:

_____
Mariana Pineda, City Clerk

Attachment: 2021 Transit JPA amnd 004 [Revision 1] (6429 : Fourth Amendment to Transit JPA (C06-001) between County & Cities of Williams

COUNTY OF COLUSA, CA **3.11**

Request For County Board of Supervisors Action

MEETING DATE:	**March 30, 2021**
DEPARTMENT:	**County Administrative Office**
FROM:	**Wendy Tyler**
SUBJECT:	**Letter in Opposition to Proposed Needle Exchange Program Regulations Change**

Approve Letter Opposing Changes to California Code of Regulations, Title 17, Section 7000, 7002 and 7014 regarding Syringe Exchange Program Regulations

Detailed Description/Background of request

The California Department of Public Health (CDPH) is proposing what they refer to as "minor amendments" to California Code of Regulations (CCR) Title 17, Sections 7000,7002 and 7014. These Regulations pertain to the process by which an entity may obtain approval to operate a Syringe Exchange Program (SEP) from the State of California.

The Regulation as currently written provides for a 90 day public comment period on applications to operate a SEP. CDPH proposes to reduce the public comment period to 45 days. Further, and far more important, CDPH proposes to remove the provision that an applicant must be in compliance with local ordinances in order to be approved or re-certified for operation of a SEP, and once approved or re-certified must operate and furnish services in compliance with local ordinances.

Prior Board Action

None

Fiscal Impact/Funding Source

None.

Action for the Clerk

Obtain signatures and forward to HBE for distribution.

ATTACHMENTS:

- 1_Proposed-Regs-Text-Section_7000_7002_7014-12062020_ADA (PDF)

- Syringe Exchange Program Comment letter.docx (DOC)
- 2_ISOR_SEP_Regulatory_Consistency_09162020_ADA3 (PDF)

California Code of Regulations
Title 17. Public Health
Division 1. State Department of Health Services
Chapter 4. Preventive Medical Service
Subchapter 15. Syringe Exchange Program (SEP) Certification
Article 1. Definitions (Refs & Annos)

Amend Section 7000 to read as follows:

§ 7000. Syringe Exchange Program (SEP) Certification Definitions.

The California Department of Public Health proposes the following rules for certifying hypodermic needle and syringe exchange programs (herein referred to as Syringe Exchange Programs or SEPs) to facilitate the prevention of HIV and other bloodborne pathogens.

(a) The following definitions used in these regulations shall have the meaning specified.

(1) “AIDS” means acquired immune deficiency syndrome.

(2) “Administrator” means a person having the authority and responsibility for the operation of the SEP and serves as the contact for communication with the department.

(3) “Applicant” means the entity applying for authorization under Health and Safety Code Section 121349, and includes the individual who signs the application for certification of the SEP.

(4) “Bloodborne pathogens” means pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include, but are not limited to, hepatitis B virus, hepatitis C virus and human immunodeficiency virus (HIV).

Attachment: 1_Proposed-Regs-Text-Section_7000_7002_7014-12062020_ADA (6482 : Opposition to Needle Exchange Program Reg)

(5) “Certification” means departmental authorization of an SEP to operate for up to 2 years.

(6) “Core services” means the primary activities an entity undertakes in order to serve its clients.

(7) “Department” means the California Department of Public Health, Office of AIDS.

(8) “Fixed site” means a building or single location, not a mobile site, where syringe exchange services are provided on a regular basis.

(9) “HIV” means the etiologic virus of AIDS.

(10) “Injection drug user” means a person who uses a syringe to self-administer drugs, referred to in Health and Safety Code Section 121349 as an intravenous drug user.

(11) “Local Health Jurisdiction” means a California county or city with a local health department.

(12) “Local Law Enforcement Official” means the individual designated by the sheriff or police chief in the district in which the SEP operates who has authority to receive communications from state and local public health agencies.

(13) “Location” means a site within a Local Health Jurisdiction. For this Subchapter, location can be a fixed or mobile site.

(14) “Mobile site” means a location where syringe exchange is conducted using a vehicle such as a van, or by foot in a location that is not a fixed indoor setting.

(15) “Needlestick Injury” means a penetrating wound from a needle that may result in exposure to blood.

Attachment: 1_Proposed-Regs-Text-Section_7000_7002_7014-12062020_ADA (6482 : Opposition to Needle Exchange Program Reg)

(16) “Needlestick Injury Protocol” means policies and procedures, in adherence with the California Occupational Safety and Health Administration protocol as provided in California Code of Regulations, Title 8, Section 5193, to prevent needlestick injury to SEP staff, including volunteers, and to SEP participants, and that outline both immediate and subsequent remedial and prophylactic actions to take in the event of a needlestick injury.

(17) “Needs Statement” means a paragraph that provides the rationale for the request for certification in the location specified and uses data and other objective sources to document the need. Examples include statistics on HIV infection and/or viral hepatitis among injection drug users in the Local Health Jurisdiction, the presence of injection drug users in the location, and the presence or absence of other syringe exchange services in the Local Health Jurisdiction.

(18) “Participant” means a person who uses syringe exchange services, a client of the SEP.

(19) “Participant Confidentiality Protocols” means written protocols that strictly limit the disclosure of participant identification information.

(20) “Program” means an SEP.

(21) “Protocols” means written guidelines that define the limits and extent of practice of the staff of an SEP.

(22) “Public Comment Period” means a ~~90~~ 45-day period, commencing from the date the department posts information about an application on its website, in

Attachment: 1_Proposed-Regs-Text-Section_7000_7002_7014-12062020_ADA (6482 : Opposition to Needle Exchange Program Reg)

which the public may use the website to comment on an application for SEP certification.

(23) “Sharps Waste” means used needles, syringes and lancets.

(24) “Site” means the location(s) where syringe exchange services are offered to participants.

(25) “Staff” means anyone who provides syringe exchange services on behalf of a program.

(26) “Syringe” means both the needle and syringe used to inject fluids into the body, referred to in Health and Safety Code Section 121349 as a hypodermic needle and syringe.

(27) “Syringe Exchange Program (SEP)” means a program that provides sterile needles and syringes and collects used sharps waste from injection drug users free of charge as part of efforts to reduce the spread of HIV/AIDS, viral hepatitis and other bloodborne pathogens.

(28) “Viral hepatitis” means any of the forms of hepatitis caused by a virus, including hepatitis B virus and hepatitis C virus.

Note: Authority cited: Sections 121349, 121349.1, 121349.2, 121349.3, 131000, 131005, 131019, 131050, 131051, 131052 and 131200, Health and Safety Code. Reference: Sections 4145 and 4170, Business and Professions Code; and Sections 11364, 121285, 121349, 121349.1, 121349.2, 121349.3 and 131019, Health and Safety Code.

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California Code of Regulations
Title 17. Public Health
Division 1. State Department of Health Services
Chapter 4. Preventive Medical Service
Subchapter 15. Syringe Exchange Program (SEP) Certification
Article 2. SEP Certification Process (Refs & Annos)

Amend Section 7002 to read as follows:

§ 7002. Application Requirements for SEP Certification.

An applicant desiring state authorization to operate an SEP shall, pursuant to Health and Safety Code Section 121349, file an application for certification with the California Department of Public Health, Office of AIDS, through its website or by mail.

(a) Each application shall contain the following information:

(1) The name of the applicant organization, the name under which it will be providing syringe exchange services, if different, and the date the application is submitted.

(2) The full name, title, email address and telephone number of the individual designated by the applicant as the administrator of the SEP.

(3) A description of the applicant organization's mission and core services, including a list of services the applicant currently provides to injection drug users. Services offered shall include all services listed in Health and Safety Code Section 121349(d)(1) and may be offered directly or by referral. These are:

(A) Drug abuse treatment services,

(B) HIV or hepatitis screening,

(C) Hepatitis A and hepatitis B vaccination,

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(D) Screening for sexually transmitted infections,

(E) Housing services for the homeless, for victims of domestic violence, or other similar housing services, and

(F) Services related to provision of education and materials for the reduction of sexual risk behaviors, including, but not limited to, the distribution of condoms.

(4) A needs statement as defined in Section 7000(a)(17) and that includes information about the presence or absence of other syringe exchange services in the proposed location.

(5) A description of the proposed syringe exchange services, the anticipated number of participants to be served each year and the estimated number of syringes to be dispensed and collected each year. SEP services include all those listed in Health and Safety Code Section 121349(d)(3) which requires certified SEPs to:

(A) Provide needles and syringe exchange services for all of its participants;

(B) Provide HIV and viral hepatitis prevention education services for all of its participants; and

(C) Provide for the safe recovery and disposal of used syringes and sharps waste from all of its participants.

(6) A description of the service delivery mode(s) to be employed, whether fixed or mobile site, and:

(A) The number of locations at which syringe exchange services will be provided.

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(B) A description of the location(s) where syringe exchange services will be provided that includes the full address (street number, street name, city and zip code) and county of the fixed or mobile site location(s).

(7) A description of additional services that will accompany syringe exchange, such as overdose prevention supplies and education.

(8) The SEP hours of operation in the location(s) and staffing. The description of hours of operation shall include the specific days the SEP is open, opening and closing times, and frequency of syringe exchange services. The description of staffing shall include number of staff, titles of positions and descriptions of duties.

(9) A paragraph, not to exceed 150 words and which will be posted on the department website, which summarizes the proposed program and includes the name of the applicant organization, the name of the SEP, location(s), hours of service, and types of services to be delivered.

(10) A copy of the following plans that guide the SEP's operations:

(A) Syringe Dispensing Plan as described in Section 7012(a);

(B) Syringe Collection and Disposal Plan as described in Section 7012(b);

(C) Service Delivery Plan as described in Section 7012(c);

(D) Data Collection and Program Evaluation Plan as described in Section 7012(d);

(E) Community Relations Plan as described in Section 7012(e).

(11) A budget for the program which includes at minimum projected income and costs for personnel, outside services, and operating expenses, including but not limited to rent, utilities, equipment, materials including syringes and disposal

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containers, transportation, insurance, training, meetings, syringe disposal services, and indirect costs.

(12) Contact name, phone number and email for the neighborhood association of the location, if one exists.

(13) A signed statement attesting to:

(A) The applicant's compliance with state laws~~,~~ and regulations ~~and local ordinances~~;

(B) The capacity of the applicant to begin syringe exchange services within 90 days of certification;

(C) The involvement of program participant input into SEP design, implementation and evaluation.

(b) The public may comment online about an application during the ~~90~~ 45-day public comment period, which commences on the date information about the application is posted on the department website.

(c) Pursuant to Health and Safety Code Section 121349, the department, after consultation with the local health officer and local law enforcement leadership, shall issue a final decision to certify or not to certify within 30 business days after the close of the ~~90~~ 45-day public comment period. Pursuant to Health and Safety Code Section 121349, certification shall be valid for no more than two years, subject to possible renewal.

Note: Authority cited: Sections 121349, 121349.1, 121349.2, 121349.3, 131000, 131005, 131019, 131050, 131051, 131052 and 131200, Health and Safety Code. Reference: Sections 11364, 121285, 121349, 121349.1, 121349.2, 121349.3 and 131019, Health and Safety Code; and Sections 4145 and 4170, Business and Professions Code.

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California Code of Regulations
Title 17. Public Health
Division 1. State Department of Health Services
Chapter 4. Preventive Medical Service
Subchapter 15. Syringe Exchange Program (SEP) Certification
Article 6. Operational Requirements for Certified SEPs (Refs & Annos)

Amend Section 7014 to read as follows:

§ 7014. Compliance with State Laws~~,~~ and Regulations ~~and Local Ordinances~~.

The program and its staff shall operate and furnish services in compliance with all applicable state laws~~,~~ and regulations ~~and local ordinances~~.

Note: Authority cited: Sections 121349, 121349.1, 121349.2, 121349.3, 131000, 131005, 131019, 131050, 131051, 131052 and 131200, Health and Safety Code. Reference: Sections 4145 and 4170, Business and Professions Code; and Sections 11364,121285, 121349, 121349.1, 121349.2, 121349.3 and 131019, Health and Safety Code.

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March 30, 2021

VIA EMAIL regulations@cdph.ca.gov

SUBJECT: DPH-19-001 Syringe Exchange Program Regulatory Consistency

The County of Colusa opposes changes to the California Code of Regulations, Title 17, Section 7000, 7002 and in particular, 7014 as proposed by the California Department of Public Health regarding Syringe Exchange Regulatory Consistency.

Many local governments use their authority over land use policy and ordinances to regulate the imposition of programs they consider not in the general public interest, and which have proven to be a public nuisance to the citizens local governments are sworn to protect.

It is not in the public interest for state agencies far removed from a particular community to specify the terms of operation and determine the balance between risk and benefit with regard to local land use. It is a broad and egregious overreach to do so without any input, control, or regulation by the local government agencies closest to the communities affected.

Health and Safety Code Section 121349 states CDPH may authorize SEP operations "notwithstanding any other law." The department is now pointing to this this code section to demonstrate legislative intent to exempt CDPH from having to conform to any local ordinances and land use decisions.

This Health and Safety Code language is there for a simple reason. Under any other circumstances, distributing syringes and other drug paraphernalia by private citizens from parks or storefronts would be a violation of existing state laws prohibiting the distribution or possession of drug paraphernalia. The preemptive language exists to create an exception to this general rule prohibiting unauthorized items used to inject illicit drugs. This language does not exist to completely immunize one state agency to unilaterally decide all matters of law and municipal affairs simply by a regulatory change to remove legitimate local authority over land use and broad exercise of their policing powers.

Finally, by granting this exemption from any and all local control, the State or permit grantees have absolutely no obligation or need to mitigate any impacts deemed a nuisance by local authorities. Rather than seeking a compromise between health needs and the health and safety of

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the non-using public, it appears the State seeks to apply sole authority over any and all local concerns.

For these reasons, County of Colusa urges CDPH to reject this regulatory change. The proper response from CDPH is to seek accommodation and compromise from local communities, not to silence their objections.

Sincerely,

GARY J. EVANS, Chair

GJE:wt

cc: Assemblyman James Gallagher
CSAC
RCRC
HBE

Attachment: Syringe Exchange Program Comment letter.docx [Revision 2] (6482 : Opposition to Needle Exchange Program Reg)

Syringe Exchange Program Regulatory Consistency
DPH-18-015
December 6, 2020

INITIAL STATEMENT OF REASONS

Summary of Proposal

The California Department of Public Health (Department) proposes to make minor amendments to California Code of Regulations (CCR), Title 17, Sections 7000, 7002 and 7014. First, Assembly Bill (AB) 1810 (Ting, Chapter 34, Statutes of 2018) shortened the public comment period for state-authorized syringe exchange program (SEP) applications in Health and Safety Code (HSC) from 90 days to 45 days; the Department proposes to make the corresponding change in regulations. Second, the Department proposes to remove the words "local ordinances" from CCR Title 17, Section 7002(a)(13)(A) and Section 7014 to be in compliance with HSC 121349(c).

Background and Summary of Existing Laws and Regulations

Authority

HSC Section 131200 authorizes the Department to adopt and enforce regulations for the execution of its duties. Per HSC Section 131019, the Office of AIDS is the lead agency within the state responsible for coordinating HIV/AIDS-related programs. HSC Section 121349 gives the Department the authority to authorize SEPs. AB 1810 removed all sunset provisions from the SEP authorization program and extended the operation of these provisions indefinitely.

Background and Existing Laws

The practice of sharing needles and syringes, which is common among people who inject drugs (PWID), poses a substantial risk for the spread of bloodborne diseases, including HIV and viral hepatitis. Paraphernalia possession laws in many states, including California, have in the past made it difficult or illegal for PWID to obtain and possess sterile syringes and difficult or illegal for agencies that serve them to provide them with sterile syringes. Such statutory barriers have consistently been found to be associated with increased sharing of syringes and increased prevalence of HIV. Removing those barriers is a key HIV prevention strategy endorsed by the California Legislature and the federal Centers for Disease Control and Prevention (CDC), which funds the prevention efforts of the Office of AIDS. Supporting syringe exchange programs is one of the strategies of the federal government's current "Ending the HIV Epidemic" plan.

SEPs have been operating in California since the late 1980s, providing sterile injection equipment, disposing of used syringes and providing linkages to health care and social services. Since the passage of AB 136 (Mazzoni, Chapter 762, Statutes of 1999), organizations in California that provide syringe exchange services have been permitted to apply for authorization to local (city or county) governments. This authorization protects SEP providers from prosecution under HSC Section 11364.7, which lists syringes as drug paraphernalia and thus makes it illegal to provide syringes without a prescription to another individual for disease prevention or any other purposes. AB 604

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(Skinner, Chapter 744, Statutes of 2011) amended California code to allow the Department to also authorize SEP providers. According to the bill's author, Assemblymember Skinner introduced the bill after the Fresno SEP lost its authorization due to a change in office holders on the Fresno County Board of Supervisors in 2011. A similar change to the San Diego City Council had previously resulted in the shutdown of an SEP run by a local federally-qualified health center. The bill's author cited concern about lack of syringe exchange services in jurisdictions highly impacted by HIV, hepatitis C virus (HCV), and injection drug use, as well as concern that the Department lacked the authority "to fully respond to urgent public health concerns from HIV, hepatitis, and other blood-borne infections." AB 604 granted new authority to the Department to authorize SEPs, but did not impact the ability of local governments to continue to authorize SEPs if they chose.

HSC 121349 and Business and Professions Code Section 4145 outline the mechanisms by which an SEP may be authorized to operate. Regulations approved in 2014 allow the Department to authorize SEPs in locations where the Department determines that the conditions exist for rapid spread of HIV or viral hepatitis. Organizations that want to add syringe exchange services may apply directly to the Department's Office of AIDS for authorization, rather than to their local county or city government. Applications must meet minimal requirements outlined by the law to be considered. CCR, Title 17, Sections 7000-7016 define the application process, as well as the reauthorization process for state-authorized entities. All state-authorized SEPs are required to submit a yearly progress report. They may apply for reauthorization prior to the end of the two-year authorization period.

Effectiveness of Syringe Exchange Programs
The first SEP was established in California in 1988; there are currently 50 SEPs in the state. SEPs have been rigorously studied since they were first introduced in the mid-1980s in response to injection-related HIV transmission. As CDC has summarized, this evidence has shown that SEPs:

- Reduce HIV and viral hepatitis transmission;
- Reduce overdose mortality;
- Increase entry into substance use disorder treatment;
- Reduce needle-stick injuries;
- Save money; and
- Do not increase drug use or crime.

The impact of SEPs has been most notable in terms of controlling the HIV epidemic: between 2008 and 2014, the annual HIV diagnoses among PWID in the U.S. fell by half. In jurisdictions where SEPs were adopted early and publicly funded, injection-related HIV transmission has been steeply reduced, such as in San Francisco where the

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number of infections decreased by two-thirds[1], or New York City where HIV prevalence among PWID fell from 54% in 1990 to 3% in 2012.

SEPs also play an important role in preventing the transmission of HCV, in linking individuals to substance use disorder treatment, and in safe disposal of used syringes. Studies have found, for example, that cities with SEPs have less syringe litter than those that don't have SEPs, and that syringes obtained from SEPs are more likely to be safely disposed than those acquired from other sources.

Unintended Conflict Between Law and Regulation
Some local governments that do not support the establishment of authorized SEPs within their jurisdictions are taking steps to circumvent the intent of HSC 121349 by blocking SEPs from operating through issuing restrictive local ordinances. However, the law is designed such that the state can authorize an SEP specifically because not all jurisdictions, even those who have a high need, support the operation of SEPs within their boundaries.

The law specifically provides preemption language to make clear that a state authorization under HSC 121349 overrides any other laws. The law provides:

> "In order to reduce the spread of HIV infection, viral hepatitis, and other potentially deadly bloodborne infections, the State Department of Public Health may, *notwithstanding any other law*, authorize entities that provide services set forth in paragraph (1) of subdivision (d), and that have sufficient staff and capacity to provide the services described in Section 121349.1, as determined by the department, to apply for authorization under this chapter to provide hypodermic needle and syringe exchange services consistent with state standards in any location where the department determines that the conditions exist for the rapid spread of HIV, viral hepatitis, or any other potentially deadly or disabling infections that are spread through the sharing of used hypodermic needles and syringes [emphasis added]."

The improper inclusion of reference to local ordinances in CCR Title 17, Section 7002(a)(13)(A) and Section 7014 in the 2014 regulations has created a direct conflict with the law and had the effect of subverting the Legislature's stated intent of the preemption language in HSC Section 121349. This error in the regulations opened an opportunity for local ordinances to improperly shut down an SEP[2] that was otherwise

[1] San Francisco Department of Public Health, Population Health Division. *Syringe Access and Disposal* Services. (May 2018), https://www.sfdph.org/dph/hc/HCCommPublHlth/Agendas/2018/May%2015/syringeprez.pdf.
[2] County of Orange, Orange County Flood Control District, City of Costa Mesa, City of Orange and City of Anaheim v. California Department of Public Health and Orange County Needle Exchange Program Case No. 37-2018-00039176-CU-MC-CTL Consolidated with 37-2018-00042617-CU-TT-CLT Superior Court of the State of California, County of San Diego.

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approved through the legal mechanism in HSC 121349, could cause many communities deemed to be in need of SEP services to be denied access.

Policy Statement Overview

Problem Statement:
In 2018, AB 1810 was signed into law, amending HSC 121349(e). This changed the public comment period for state-authorized SEP applications from 90 days to 45 days. It is required that CCR, Title 17, Sections 7000 and 7002 be updated to reflect that change.

CCR, Title 17, Section 7002(a)(13)(A) defines one of the steps for state-authorized applicants. It states that SEP applicants must provide a signed statement attesting to "compliance with state laws, regulations and local ordinances." Section 7014 states "the program and its staff shall operate and furnish services in compliance with all applicable state laws, regulations and local ordinances." CCR, Title 17, Section 7002(a)(13)(A) and Section 7014 should not have included "local ordinances" as part of the regulations. This has caused numerous issues. First, it has given some local governments the impression that they have authority over the approval and oversight of state-authorized SEPs. This occurred when the City of Santa Ana moved to close Orange County Needle Exchange Program (OCNEP), a state-authorized SEP. The Department then followed all requirements in HSC 121349 and authorized OCNEP to operate a mobile outreach program. The County of Orange along with several local jurisdictions subsequently filed suit against OCNEP and the Department to void the authorization. A second issue is that some community groups applying for authorization with the state are under the mistaken impression they must be approved by local government as well as the Department in order to be authorized. As a result, community groups may be hesitant to apply for authorization if their local government has indicated that they are not interested in approving an SEP. This misunderstanding is being communicated to the public and creating false expectations for community members opposed to SEPs, who may believe that local government can halt Department authorization of syringe services in their jurisdictions.

Objectives (Goals):
The objectives of this regulatory proposal are to:

- Create consistency between HSC and CCR in defining the public comment period; and
- Correct the current regulations by removing "local ordinances" from the regulations to be in compliance with AB 604.

Benefits

Regulations are required to clarify and implement statute: these changes will improve both clarity and implementation. Additional benefits of this proposal are as follows:

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- Amended regulations will be in compliance with changes to HSC 121349 made by AB 1810; and
- Will remove ambiguity and clearly define the authority of the Department to authorize and oversee state-authorized SEPs notwithstanding any other law.

Detailed Discussion of Each Regulatory Provision Proposed to be Amended

The Department must amend CCR, Title 17, Sections 7000 and 7002 by changing the public comment period from 90 days to 45 days to be consistent with HSC 121349(e).

AB 604 gave authority to the Department to authorize, as specified, certain entities to provide syringe exchange services in any location where the Department determines that the conditions exist for the rapid spread of HIV, viral hepatitis, or any other potentially deadly or disabling infections that are spread through the sharing of used hypodermic needles and syringes. Prior to the passage of AB 604, only local governments had the authority to authorize SEPs.

HSC 121349(b) defines local authority and HSC 121349(c) defines the state authority. HSC 121349(b) and 121349(c) delineate separate processes for SEP authorization. CCR, Title 17, Section 7002(a)(13)(A) defines one of the steps for state-authorized applicants. It states that SEP applicants must provide a signed statement attesting to "compliance with state laws, regulations and local ordinances." Section 7014 states "the program and its staff shall operate and furnish services in compliance with all applicable state laws, regulations and local ordinances." CCR, Title 17, Section 7002(a)(13)(A) and Section 7014 should not have included "local ordinances" as part of the regulations, as local government does not participate in the state-authorized SEP process nor does the state participate in the local process.

This change will amend CCR, Title 17, Section 7002(a)(13)(A) and 7014 by removing the words "local ordinances." It will not prevent local governments from authorizing applicants to provide syringe services in their jurisdictions, nor will it impose additional requirements on local governments or locally-authorized SEPs. It will allow the Department to approve applicants based on compliance with requirements set forth in HSC 121349 and on state priorities for public health and communicable disease control.

Involvement with Affected Parties

The Department's Office of AIDS (OA) held a stakeholders meeting on Thursday, November 21, to solicit input from SEPs, local governments, public health officials, and other interested parties. The Department invited local health officers and county health executives, county AIDS directors, the County Behavioral Health Association, SEP staff and volunteers, the League of California Cities (including city managers statewide) and the California State Association of Counties (including every county supervisor statewide) to attend. Twenty-three people joined the webinar and an additional four people joined in person. Participants had the chance to comment during the webinar or

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via email with a deadline of November 25, 2019. Here is a summary of the comments received:

- An SEP program manager stated that the inclusion of local ordinances in the regulations that pertain to state-authorized programs is confusing and unnecessary.
- A local AIDS Director stated that the regulations as they were appeared to be sufficient.
- A question was asked via email regarding revocation of authorization. The questioner wished to know the "most viewed violations" and "how many violations before a revocation occurs." Office of AIDS sent a response with information on the specific regulation on revocation, clarifying that "to date, no program has had their authorization revoked."
- A comment received through email stated, "I am writing to voice my concerns on limiting Syringe Services…. These places are a welcoming and safe place for people who use drugs to come to and talk about positive change. They do not feel stigmatized and therefore are more likely to choose to not use drugs on their own terms. Forcing people to change and shaming them for how they handle trauma kills people. Positive change comes from positive interaction."
- A comment received through email stated, "One thing that is always burdensome for us is trying to schedule the biennial report on the Board of Supervisors calendar. I think providing updates to community and supervisory groups is a great opportunity, but if there could be some flexibility for State authorized programs I think it could be helpful….perhaps for smaller programs the wording can allow for the presentation(s) to be a bit more flexible."
- Two county supervisors from Santa Cruz County submitted a letter with the following recommendations for new or updated regulations:
    - Preventing and addressing syringe litter should be a priority;
    - Programs must report to the state biennially;
    - Prohibit SEPs from conducting syringe services in public parks and open spaces;
    - OA should consider the number of syringes already being distribute in an area, stating that in their county of only 274,000 people, 600,000 syringes were distributed last year; and
    - Programs should be overseen by medical professionals.
- Nineteen individuals each sent two separate form letters. The form letters recommended the following:
    - All SEPs must collect data on HIV and HCV and report that data to CDPH/OA.
    - OA should require all SEP participants to be tested for HIV and HCV to see if "issuing sterile injection equipment is an effective means of communicable disease prevention.
    - "It must be mandatory for all SEP entities that they offer onsite screening and testing of clients for blood borne communicable diseases and that this information be forwarded to the CDPH/ OA in addition to being made

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public via the mandatory reporting laws described in the CA H&S Code 121349.2 [*sic*]."

- "CDPH/ OA must have all SEPs operating in the state be under the direct jurisdiction of local county health agencies in order to provide the necessary oversight for public opinion."
- "CDPH must only consider certifying nonprofit entities applying for SEP's [*sic*] in areas where current government programs do not exist."
- "Certification from CDPH/OA for SEP's [*sic*] may only be considered if the applicants are licensed health care professionals."
- "Consider utilizing the County Jail booking process as an additional means of BBP [blood-borne pathogens] data collection."
- "Consider networking data between county health officials and the CDPH/ OA to track data for transient populations."
- "In areas where a local SSP [syringe services program] has been authorized by a local government agency, like here in Santa Cruz County, local control and accountability should be prioritized."

Documents Relied Upon

1. Assembly Bill 1810 (Ting, Chapter 34, Statutes of 2018), http://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201720180AB1810.
2. Assembly Bill 604 (Skinner, Chapter 744, Statutes of 2011), http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201120120AB604.
3. California Health and Safety Code Section 121349, http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=121349.&lawCode=HSC.
4. California Code of Regulations, Title 17, Section 7000, https://govt.westlaw.com/calregs/Document/IACE1B100F70711E2A418DBA4AAEEF658?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default).
5. California Code of Regulations, Title 17, Section 7002, https://govt.westlaw.com/calregs/Document/IAD1CE540F70711E2A418DBA4AAEEF658?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default).
6. U.S. Department of Health and Human Services. Federal Response – Ending the HIV Epidemic: A Plan for America, https://www.hhs.gov/blog/2019/02/05/ending-the-hiv-epidemic-a-plan-for-america.html, (as of October 2019).
7. Centers for Disease Control and Prevention. Summary of Information on the Safety and Effectiveness of Syringe Services Programs, (July, 2019), https://www.cdc.gov/ssp/docs/SSP-Summary.pdf (as of October 2019).
8. Centers for Disease Control and Prevention. Reducing Harms from Injection Drug Use & Opioid Use Disorder with Syringe Services Programs, (August,

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2017), https://www.cdc.gov/hiv/pdf/risk/cdchiv-fs-syringe-services.pdf (as of October 2019).
9. California Department of Public Health (CDPH). Issue Brief: Syringe Access Policies for California Syringe Exchange Programs, April 2017, https://www.cdph.ca.gov/Programs/CID/DOA/CDPH%20Document%20Library/CDPH%20SEP%20Distribution%20Policy%20Issue%20Brief%20(Approved%20w%20Logos).pdf (as of October 2019).
10. San Francisco Department of Public Health, Population Health Division. Syringe Access and Disposal Services, (May 2018), https://www.sfdph.org/dph/hc/HCCommPublHlth/Agendas/2018/May%2015/syringeprez.pdf (as of October 2019).
11. County of Orange, Orange County Flood Control District, City of Costa Mesa, City of Orange and City of Anaheim v. CDPH and Orange County Needle Exchange Program Case No. 37-2018-00039176-CU-MC-CTL Consolidated with 37-2018-00042617-CU-TT-CLT Superior Court of the State of California, County of San Diego.
12. Doherty MC, Junge B, Rathouz P, Garfein RS, Riley E, Vlahov D. The effect of a needle exchange program on numbers of discarded needles: a 2-year follow-up. Am J Public Health. 2000;90(6):936–939.
13. Belani HK, Muennig PA. Cost-effectiveness of needle and syringe exchange for the prevention of HIV in New York City. Journal of HIV/AIDS Social Services. 2008;7:229–40.
14. Kong D, et al. Patient Costs, Characteristics, and Outcomes Associated with Hepatitis B and Hepatitis C Hospitalizations – California – 2011. Poster presentation at Conference of State and Territorial Epidemiologists Conference, Pasadena, California, June 2013.

Economic Impact Assessment

The Department analyzed whether and to what extent this proposal affects the following:

1. The creation or elimination of jobs within the State of California: these proposed regulations do not create or eliminate jobs but may create new job opportunities as they may provide additional opportunities for new SEPs to form.

2. The creation of new businesses or the elimination of existing businesses within the State of California: these proposed regulations do not create new businesses or eliminate existing ones but may provide additional opportunities for new SEPs to form.

3. The expansion of businesses currently doing business within the State of California: these proposed regulations may allow existing SEPs to expand into other geographic areas to respond to public health need.

Attachment: 2_ISOR_SEP_Regulatory_Consistency_09162020_ADA3 (6482 : Opposition to Needle Exchange Program Reg)

4. The benefits of the regulation to the health and welfare of California residents, and increases to worker safety: these proposed regulations will not affect worker safety. They may improve the health and welfare of California residents by affording the creation of new SEPs, which have been found to reduce the transmission of HIV, HCV and other bloodborne pathogens.

Reasonable Alternatives

This regulation makes only technical, non-substantive or clarifying changes to current regulations. The Department has made the initial determination that no reasonable alternative considered by the Department or that has otherwise been identified and brought to the attention of the Department would be more effective in carrying out the purpose for which the action is proposed.

Economic Impact Assessment or Standardized Regulatory Impact Analysis

The Department has determined that the proposed regulatory action would have no significant direct economic impact on California business enterprises and individuals, including the ability of California businesses to compete with businesses in other states.

Statements of Determination

Significant Statewide Adverse Economic Impact Directly Affecting Business, Including Ability to Compete:
The Department has determined that the proposed regulatory actions would not have a significant adverse economic impact on businesses or their ability to compete as they do not impose new requirements on existing SEPs or add new requirements to develop new SEPs.

Local Mandate
The Department has determined that the regulation would not impose a mandate on local agencies or school districts. The change clarifies the authority of local governments and the state in authorization of an SEP. It does not create new mandates. All authority was established in 2011 through passage of AB 604 and defined in HSC 121349(b) and 121349(c).

Effect on Small Businesses
The Department has determined that the only effect on small businesses would be on the additional entities (estimated at five new entities) that the Department estimates would be authorized to add syringe exchange to their services for PWID.

Housing Costs
The Department has determined that the regulation will not have an impact on housing costs.

Attachment: 2_ISOR_SEP_Regulatory_Consistency_09162020_ADA3 (6482 : Opposition to Needle Exchange Program Reg)

COUNTY OF COLUSA, CA **4.1**

Request For County Board of Supervisors Action

MEETING DATE: **March 30, 2021**

DEPARTMENT: **Human Resources**

FROM: **Jolene Church**

SUBJECT: **Revised Job Description for Work Crew Supervisor**

Approve the revised job description for the Work Crew Supervisor classification.

Detailed Description/Background of request

The Probation Department is currently recruiting for a position of Work Crew Supervisor - Extra Help. Human Resources has received 2 application packets since the recruitment was first opened on December 16, 2020; one of the applicants is not qualified and the second applicant while qualified is a retired annuitant.

In an effort to attract a larger pool of candidates who could qualify for the position the Department would like to update the requirements. We surveyed our comparable Counties and none have this classification. Currently, the job description lists one year related work experience in law enforcement, probation, support activities or a related field. The new requirement for the classification will be one year of paid or unpaid work experience coordinating/overseeing the work of others or a project. The Department has indicated this experience would likely provide the required knowledge and abilities to perform the job successfully. The training requirement was also updated to add coursework in a related field as highly desirable.

The physical requirements and working conditions have also been added to the job description.

Attached are the red-line and final versions of the revised job description.

The Colusa County Employees' Association was provided a copy of the proposed changes for comment.

Prior Board Action

None

Fiscal Impact/Funding Source

There are no fiscal impacts associated with this recommendation since it only affects the job description.

Action for the Clerk
None

ATTACHMENTS:

- Work Crew Supervisor REDLINE 03-30-21 (DOCX)
- Work Crew Supervisor FINAL 03-30-21 (DOCX)

COUNTY OF COLUSA

Established: TBD
Revised: ~~TBD~~March 30, 2021
Salary Range: MSC14
FLSA: Non-Exempt

WORK CREW SUPERVISOR

DEFINITION

To provide supervision and direction to adult probationers enrolled in the Adult Work Program.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Chief Probation Officer.

EXAMPLES OF IMPORTANT RESPONSIBILITIES AND DUTIES – *Important responsibilities and duties may include, but are not limited to, the following:*

Responsible for meeting crew participants at designated times, checking and loading tools, equipment, and supplies for the day's work, driving the van to transport the work crew to and from work sites.

Assigns specific tasks to each participant, provides instruction and direction on job and safety procedures.

Responsible for rating each participant on daily activities.

Issues and accounts for tools, equipment, and safety gear.

Submits reports as required.

Supervises the return of the Crew, the unloading of the van, cleaning of the equipment, and preparing the van for the next day.

Performs related duties and responsibilities as required.

QUALIFICATIONS

Knowledge of:

Basic principles and procedures of adult probation.

Basic legal terminology and procedures.

Attachment: Work Crew Supervisor REDLINE 03-30-21 (6447 : Revised Job Description for Work Crew Supervisor)

Principles and procedures of record keeping.

Basic arithmetic.

Ability to:

Learn the organization, policies and operating procedures of the department.

Learn and apply pertinent Federal, State, and local laws, codes and regulations.

Understand and deal effectively with probationers in the work program.

Prepare and maintain accurate reports, records and logs.

Understand and follow oral and written instructions.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Experience and Training Guidelines:
Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. ~~*A typical way to obtain the knowledge and abilities would be:*~~

Experience:

One year paid or unpaid work experience coordinating/overseeing the work of others or a project. ~~related work experience in law enforcement, probation, support activities or a related field.~~

Training:

High school diploma or ~~E~~equivalent to the completion of the twelfth grade. ~~supplemented by a~~Additional specialized training or coursework in law enforcement, criminal justice or a related field is highly desirable.

License or Certificate

Possession of, or ability to obtain, an appropriate, valid driver's license.

TYPICAL WORKING CONDITIONS:
The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

Attachment: Work Crew Supervisor REDLINE 03-30-21 (6447 : Revised Job Description for Work Crew Supervisor)

Work is performed in both an office and outside environments, which includes exposure to extreme temperatures, loud noise, dust, controlled and hazardous substances, pesticides, herbicides, gases and chemicals; and moving machinery parts.

PHYSICAL REQUIREMENTS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand; walk; and use hands to finger, handle, or feel objects, tools, or controls. The employee is occasionally required to sit; reach with hands and arms; and stoop, kneel, crouch, or crawl. Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; the employee must regularly lift and/or move up to 20 pounds.

The County of Colusa is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodation to qualified individuals with disabilities. Colusa County encourages both incumbents and individuals who have been offered employment to discuss potential accommodations with the employer.

Attachment: Work Crew Supervisor REDLINE 03-30-21 (6447 : Revised Job Description for Work Crew Supervisor)

COUNTY OF COLUSA

Established: TBD
Revised: March 30, 2021
Salary Range: MSC14
FLSA: Non-Exempt

WORK CREW SUPERVISOR

DEFINITION

To provide supervision and direction to adult probationers enrolled in the Adult Work Program.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Chief Probation Officer.

EXAMPLES OF IMPORTANT RESPONSIBILITIES AND DUTIES – *Important responsibilities and duties may include, but are not limited to, the following:*

Responsible for meeting crew participants at designated times, checking and loading tools, equipment, and supplies for the day's work, driving the van to transport the work crew to and from work sites.

Assigns specific tasks to each participant, provides instruction and direction on job and safety procedures.

Responsible for rating each participant on daily activities.

Issues and accounts for tools, equipment, and safety gear.

Submits reports as required.

Supervises the return of the Crew, the unloading of the van, cleaning of the equipment, and preparing the van for the next day.

Performs related duties and responsibilities as required.

QUALIFICATIONS

Knowledge of:

Basic principles and procedures of adult probation.

Basic legal terminology and procedures.

Attachment: Work Crew Supervisor FINAL 03-30-21 (6447 : Revised Job Description for Work Crew Supervisor)

Principles and procedures of record keeping.

Basic arithmetic.

Ability to:

Learn the organization, policies and operating procedures of the department.

Learn and apply pertinent Federal, State, and local laws, codes and regulations.

Understand and deal effectively with probationers in the work program.

Prepare and maintain accurate reports, records and logs.

Understand and follow oral and written instructions.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Experience and Training Guidelines:
Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying.

Experience:

One year paid or unpaid work experience coordinating/overseeing the work of others or a project.

Training:

High school diploma or equivalent to the completion of the twelfth grade. Additional specialized training or coursework in law enforcement, criminal justice or a related field is highly desirable.

License or Certificate

Possession of, or ability to obtain, an appropriate, valid driver's license.

TYPICAL WORKING CONDITIONS:
The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

Work is performed in both an office and outside environments, which includes exposure to extreme temperatures, loud noise, dust, controlled and hazardous substances, pesticides, herbicides, gases and chemicals; and moving machinery parts.

Attachment: Work Crew Supervisor FINAL 03-30-21 (6447 : Revised Job Description for Work Crew Supervisor)

PHYSICAL REQUIREMENTS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand; walk; and use hands to finger, handle, or feel objects, tools, or controls. The employee is occasionally required to sit; reach with hands and arms; and stoop, kneel, crouch, or crawl. Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; the employee must regularly lift and/or move up to 20 pounds.

The County of Colusa is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodation to qualified individuals with disabilities. Colusa County encourages both incumbents and individuals who have been offered employment to discuss potential accommodations with the employer.

Attachment: Work Crew Supervisor FINAL 03-30-21 (6447 : Revised Job Description for Work Crew Supervisor)

COUNTY OF COLUSA, CA **4.2**

Request For County Board of Supervisors Action

MEETING DATE:	**March 30, 2021**
DEPARTMENT:	**Human Resources**
FROM:	**Jolene Church**
SUBJECT:	**Revised Job Description for Medical Billing Specialist**

Approve the revised job description for the Medical Billing Specialist classification.

Detailed Description/Background of request

The Behavioral Health Department is currently recruiting for a permanent full-time Medical Billing Specialist. The recruitment has been opened for 6 months and we have not received an application that meets the minimum requirements.

In an effort to attract a pool of applicants who could qualify for the position, the job description and salary were reviewed. The Human Resources Department performed a study of similar classifications, requirements and salaries using the County's comparable agencies.

It was determined that the County is currently above market median for the salary of the position; however, the minimum requirements for the position are more restrictive than the surrounding agencies. Many of the surrounding Counties require a High School diploma and 1-2 years of experience in clerical accounting, bookkeeping medical records or clerical records management. Furthermore, the State of California does not require that medical billers have certification for employment; however, a Medical Billing Certificate is desirable by the Department.

Currently, the job description lists:

- Associate's degree in the field of Medical Billing, Accounting or a related field; and
- 4 years of related experience in Medi-Cal record billing/coding; and
- Possession of a Medical Billing Certificate

The new requirements for the classification will be:

- A High School diploma or equivalent to the completion of the twelfth grade with

additional specialized training in medical billing, medical terminology of health care administration desirable

- 1 year of paid or unpaid work experience in accounting, financial or administrative support services or related field; and
- A Medical Billing certificate is desirable.

By reducing the requirements and removing the Medical Billing Certificate requirement, we can attract a larger pool of candidates who could qualify for the position. There is no change in the salary for the position.

Attached are the red-line and final versions of the revised job description.

The Colusa County Employees' Association was provided a copy of the proposed changes for comment.

Prior Board Action
None.

Fiscal Impact/Funding Source
There are no fiscal impacts associated with this recommendation since it only affects the job description.

Action for the Clerk
None.

ATTACHMENTS:

- Medical Billing Specialist REDLINE 3.30.21 (DOC)
- Medical Billing Specialist FINAL 3.30.21 (DOC)

COUNTY OF COLUSA

Established: 10/09/2012
Revised: ~~TBD~~3/30/2021
Salary Range: MSC22
FLSA: Non-Exempt

MEDICAL BILLING SPECIALIST

Disclaimer*: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

POSITION PURPOSE:

Under general supervision, evaluates medical records and codes to ensure completeness, accuracy, and compliance; provides technical guidance and training on medical coding to physicians and staff; and performs related duties as required.

SUPERVISION RECEIVED:

Receives direction from the Electronic Health Records Manager.

SUPERVISION EXERCISED:

None.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

1. Supports the Mission of the County and its elected and appointed officials. Exhibits the duty of loyalty to an employer's representatives.

2. Provides courteous and timely service to the public as the ultimate employer.

3. Works cooperatively with other county employees.

B. Essential Job Specific Duties:

1. Evaluates medical record documentation and coding to optimize reimbursement by ensuring that diagnostic and procedural codes and other documentation accurately reflect and support the outpatient visit, and ensures that data complies with legal standards and guidelines.

Attachment: Medical Billing Specialist REDLINE 3.30.21 (6449 : Revised Job Description for Medical Billing Specialist)

2. Interprets medical information such as diagnostic descriptions and procedures for a given visit in order to accurately assign and sequence the correct billing codes; places ICD (International Classification of Diseases) codes on all MediCal and Medicare claims.

3. Reviews Medi-Cal and Medicare reimbursement claims before submission, for completeness and accuracy and to minimize claim denial.

C. Other Job Specific Duties:

1. Evaluates records and prepares reports for review by management and/or professional evaluation committees.

2. Makes recommendations for changes in policies and procedures relating to assigned tasks; assists data processing staff in making revisions to the computer master file as required.

3. Analyzes and use correct modifiers to increase reimbursement amounts.

4. Provides technical guidance to physicians and other departmental staff related to billing assignments, in identifying and resolving issues or errors; educates and advises staff on proper code selection, documentation, procedures, and requirements.

5. Reviews bulletins, newsletters, and periodicals, and attends workshops to stay abreast of current issues, trends, and changes in the laws and regulations governing medical record coding and documentation; develops and updates procedures manuals to maintain standards for correct coding, minimize the risk of fraud and abuse, and optimize revenue recovery.

6. Performs end of month billing processes for Medi-Cal and or Medicare claiming for state and federal reimbursement, and third party billing.

7. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:
The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the job's essential duties and responsibilities.

Knowledge of:
Medical billing procedures and protocols and International Classification of Diseases coding guidelines.
Medical terminology.
Medi-Cal and Medicare reimbursement guidelines.
Computer English grammar and usage.
Interviewing techniques.
Computer terminology and basic computer operating procedures.
Basic office practices and procedures.

Attachment: Medical Billing Specialist REDLINE 3.30.21 (6449 : Revised Job Description for Medical Billing Specialist)

Ability to:
Research and analyze data, draw conclusions, and resolve issues.
Apply private and program (MediCal and Medicare) regulations and insurance billing codes.
Read, interpret, and apply policies, procedures, laws, and regulations including medical procedures and terminology for billing purposes.
Develop training materials; make group presentations relating to areas assigned.
Exercise independent judgment.
Prepare reports and related documents.
Review the work of others relating to medical billings and codes.
Maintain confidentiality.
Make arithmetic computations of moderate difficulty.
Read and understand patient charts.
Keyboard with accuracy and moderate speed.
Communicate effectively both verbally and in writing.
Work with accuracy and attention to detail.
Operate and use modern office equipment.
Effectively organize and prioritize assigned work.
Establish and maintain effective working relationships with those contacted in the course of work.

~~EDUCATION AND EXPERIENCE~~EXPERIENCE AND TRAINING GUIDELINES:
~~The following requirements generally demonstrate possession of the minimum requisite knowledge and ability necessary to perform the duties of the position.~~Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying:

EXPERIENCE:
One year paid or unpaid work experience in accounting, financial or administrative support services or related field.

TRAINING:
High School diploma or equivalent to the completion of the twelfth grade. Additional specialized training in medical billing, medical terminology or health care administration is desirable.

LICENSE OR CERTIFICATE:
A Medical Billing Certificate is desirable.

- ~~Possession of an Associate's degree from an accredited college in the field of Medical Billing (certified), Accounting or a related field.~~

WORKING CONDITIONS:
The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- *Work is primarily performed indoors.*

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Attachment: Medical Billing Specialist REDLINE 3.30.21 (6449 : Revised Job Description for Medical Billing Specialist)

- *Noise level is quiet to moderately quiet.*
- *Hazards are minimal.*

ESSENTIAL PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- *Sit for extended periods of time.*
- *Stand, walk, and bend.*
- *Hear and speak both in person and on the telephone.*
- *Use hands and fingers to operate office equipment.*
- *See well enough to read documents and operate office equipment.*
- *Lift and move up to 25 pounds.*

The County of Colusa is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodation to qualified individuals with disabilities. Colusa County encourages both incumbents and individuals who have been offered employment to discuss potential accommodations with the employer.

Attachment: Medical Billing Specialist REDLINE 3.30.21 (6449 : Revised Job Description for Medical Billing Specialist)

COUNTY OF COLUSA

Established: 10/09/2012
Revised: 3/30/2021
Salary Range: MSC22
FLSA: Non-Exempt

MEDICAL BILLING SPECIALIST

Disclaimer*: Job descriptions are written as a representative list of the ADA essential duties performed by a job class. They cannot include nor are they intended to include all duties performed by all positions occupying a class.*

POSITION PURPOSE:

Under general supervision, evaluates medical records and codes to ensure completeness, accuracy, and compliance; provides technical guidance and training on medical coding to physicians and staff; and performs related duties as required.

SUPERVISION RECEIVED:

Receives direction from the Electronic Health Records Manager.

SUPERVISION EXERCISED:

None.

EXAMPLES OF DUTIES AND RESPONSIBILITIES:

A. Held in Common:

1. Supports the Mission of the County and its elected and appointed officials. Exhibits the duty of loyalty to an employer's representatives.

2. Provides courteous and timely service to the public as the ultimate employer.

3. Works cooperatively with other county employees.

B. Essential Job Specific Duties:

1. Evaluates medical record documentation and coding to optimize reimbursement by ensuring that diagnostic and procedural codes and other documentation accurately reflect and support the outpatient visit, and ensures that data complies with legal standards and guidelines.

Attachment: Medical Billing Specialist FINAL 3.30.21 (6449 : Revised Job Description for Medical Billing Specialist)

2. Interprets medical information such as diagnostic descriptions and procedures for a given visit in order to accurately assign and sequence the correct billing codes; places ICD (International Classification of Diseases) codes on all MediCal and Medicare claims.

3. Reviews Medi-Cal and Medicare reimbursement claims before submission, for completeness and accuracy and to minimize claim denial.

C. Other Job Specific Duties:

1. Evaluates records and prepares reports for review by management and/or professional evaluation committees.

2. Makes recommendations for changes in policies and procedures relating to assigned tasks; assists data processing staff in making revisions to the computer master file as required.

3. Analyzes and use correct modifiers to increase reimbursement amounts.

4. Provides technical guidance to physicians and other departmental staff related to billing assignments, in identifying and resolving issues or errors; educates and advises staff on proper code selection, documentation, procedures, and requirements.

5. Reviews bulletins, newsletters, and periodicals, and attends workshops to stay abreast of current issues, trends, and changes in the laws and regulations governing medical record coding and documentation; develops and updates procedures manuals to maintain standards for correct coding, minimize the risk of fraud and abuse, and optimize revenue recovery.

6. Performs end of month billing processes for Medi-Cal and or Medicare claiming for state and federal reimbursement, and third party billing.

7. Performs related duties as required.

REPRESENTATIVE COMPETENCIES AND QUALIFICATIONS:
The requirements listed below are representative of the knowledge, skill and ability required to satisfactorily perform the job's essential duties and responsibilities.

Knowledge of:
Medical billing procedures and protocols and International Classification of Diseases coding guidelines.
Medical terminology.
Medi-Cal and Medicare reimbursement guidelines.
Computer English grammar and usage.
Interviewing techniques.
Computer terminology and basic computer operating procedures.
Basic office practices and procedures.

Attachment: Medical Billing Specialist FINAL 3.30.21 (6449 : Revised Job Description for Medical Billing Specialist)

Ability to:
Research and analyze data, draw conclusions, and resolve issues.
Apply private and program (MediCal and Medicare) regulations and insurance billing codes.
Read, interpret, and apply policies, procedures, laws, and regulations including medical procedures and terminology for billing purposes.
Develop training materials; make group presentations relating to areas assigned.
Exercise independent judgment.
Prepare reports and related documents.
Review the work of others relating to medical billings and codes.
Maintain confidentiality.
Make arithmetic computations of moderate difficulty.
Read and understand patient charts.
Keyboard with accuracy and moderate speed.
Communicate effectively both verbally and in writing.
Work with accuracy and attention to detail.
Operate and use modern office equipment.
Effectively organize and prioritize assigned work.
Establish and maintain effective working relationships with those contacted in the course of work.

EXPERIENCE AND TRAINING GUIDELINES:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying:

EXPERIENCE:

One year paid or unpaid work experience in accounting, financial or administrative support services or related field.

TRAINING:

High School diploma or equivalent to the completion of the twelfth grade. Additional specialized training in medical billing, medical terminology or health care administration is desirable.

LICENSE OR CERTIFICATE:

A Medical Billing Certificate is desirable.

WORKING CONDITIONS:

The work environment characteristics described are representative of those an employee encounters in performing the essential functions of this job.

- *Work is primarily performed indoors.*
- *Noise level is quiet to moderately quiet.*
- *Hazards are minimal.*

Attachment: Medical Billing Specialist FINAL 3.30.21 (6449 : Revised Job Description for Medical Billing Specialist)

ESSENTIAL PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable employees with disabilities to perform the essential duties.

- *Sit for extended periods of time.*
- *Stand, walk, and bend.*
- *Hear and speak both in person and on the telephone.*
- *Use hands and fingers to operate office equipment.*
- *See well enough to read documents and operate office equipment.*
- *Lift and move up to 25 pounds.*

The County of Colusa is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodation to qualified individuals with disabilities. Colusa County encourages both incumbents and individuals who have been offered employment to discuss potential accommodations with the employer.

Attachment: Medical Billing Specialist FINAL 3.30.21 (6449 : Revised Job Description for Medical Billing Specialist)

COUNTY OF COLUSA, CA

4.3

Request For County Board of Supervisors Action

MEETING DATE: **March 30, 2021**

DEPARTMENT: **Human Resources**

FROM: **Jolene Church**

SUBJECT: **Revised Job Description for Assistant Agricultural Commissioner and Sealer of Weights and Measures**

Approve the revised job description for the Assistant Agricultural Commissioner and Sealer of Weights and Measures classification.

Detailed Description/Background of request

On September 15, 2020 the Board approved the Airport Operations responsibilities be moved from the Agricultural Commissioner to the Director of Public Works. In preparation for a future recruitment for the Assistant Agricultural Commissioner and Sealer of Weights and Measures position, the job description was reviewed. The Human Resources Department is requesting that the job description be revised to remove the airport operation responsibilities to accurately reflect the duties of the Assistant Agricultural Commissioner and Sealer of Weights and Measures.

Attached are the red-line and final versions of the revised job description.

The Colusa County Management Coalition was provided a copy of the proposed changes for comment.

Prior Board Action

None.

Fiscal Impact/Funding Source

There are no fiscal impacts associated with this recommendation since it only affects the job description.

Action for the Clerk

None.

ATTACHMENTS:

- Assistant Ag Commissioner -REDLINE 3.30.21 (DOC)
- Assistant Ag Commissioner FINAL 3.30.21 (DOC)

Attachment: Assistant Ag Commissioner -REDLINE 3.30.21 (6450 : Revised Job Description for Assistant Agricultural Commissioner and

COUNTY OF COLUSA

Established: 01/06/1998
Revised: 01/24/2006; 3/30/21
Salary Range: MGT27
FLSA: Exempt

ASSISTANT AGRICULTURAL COMMISSIONER AND SEALER OF WEIGHTS AND MEASURES

DEFINITION

To supervise, plan and coordinate the activities of staff responsible for the enforcement of all laws, rules and regulations that pertain to the agricultural programs, weights and measures, and hazardous material program; to coordinate activities with other divisions and departments; and to provide staff assistance to the Agricultural Commissioner, Sealer of Weights and Measures, Director of Air Quality Standards and~~,~~ Director of Migrant Housing. ~~and Director of Airport Operations.~~

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Agricultural Commissioner, Sealer of Weights and Measures, Director of Air Quality Standards and~~,~~ Director of Migrant Housing. ~~and Director of Airport Operations.~~

Exercises direct supervision over lower level staff.

EXAMPLES OF IMPORTANT RESPONSIBILITIES AND DUTIES -*Important responsibilities and duties may include, but are not limited to, the following.*

Recommend and assist in the implementation of goals and objectives; establish schedules and methods for providing services; implement policies and procedures.

Plan, prioritize, assign, supervise and review the work of staff responsible for providing agricultural, weights and measures, and other activities within the Department.

Participate in the preparation and administration of the budget; submit budget recommendations; monitor expenditures.

Participate in the selection of staff; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures and conduct annual performance evaluations.

Participate and assist in the administration and management of all programs and departments

under the control of the Agricultural Commissioner/Sealer of Weights and Measures, Director of Air Quality Standards and~~,~~ Director of Migrant Housing~~.~~ ~~and Director of Airport Operations.~~

Reviews, prepares and/or submits a variety of administrative and technical reports as assigned.

Assists and cooperates with federal, state, and local enforcement organizations, other department personnel, County departments, and outside business organizations.

Supervise and participate in the inspection of fruits, vegetables, honey and eggs for minimum standard requirements.

Manage, supervise and participate in the monitoring of pesticide applications to assure compliance with the law; investigate complaints of pesticide damage; collect and submit samples for laboratory diagnosis.

Manage, supervise and participate in the inspection of incoming shipments of plant material and other restricted articles at all receiving points for compliance with plant quarantine laws and regulations; order quarantined shipments to be treated, destroyed, or returned to origin as necessary.

Manage, supervise and participate in the inspection of incoming seed shipments and seed mills to determine compliance with the State Seed Law; issue rejections, stop orders and notices of violation as necessary.

Direct inspections of nurseries for compliance with pest cleanliness, grades, standards, and labeling requirements; collect, prepare and submit pest specimens; issue off-scale orders and notices of violation as required.

Direct inspections, test and sealing commercial scales, weights, measures and meters; maintain records of inspections and tests made.

Direct testing, sampling and weight packaged commodities at retail and wholesale sites for compliance with weights and measures laws and regulations; issue off-scale orders as required.

Act as Agriculture Commissioner, Sealer of Weights and Measures~~,~~ and Director of Migrant Housing as required.
~~and Director of Airport Operations as assigned and/or as required.~~

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Perform related duties and responsibilities as required.

QUALIFICATIONS

Knowledge of:

Pertinent federal, state, and county laws and regulations.

Operations, services and activities of the departments of agricultural commissioner, weights and measures, air pollution control~~,~~ and migrant housing~~ and airport.~~

Proper pesticide use and enforcement methods.

Methods of control and eradication of various weeds and pests.

Budgeting procedures and techniques

Types of weighing and measuring devices, and methods used in verifying the accuracy and content of packaged commodities.

Physical principles, mechanics, construction, operation and maintenance of weighing and measuring devices.

Principles of supervision, training and performance evaluation.

Ability to:

Manage, supervise, organize, train, and review the work of professional, technical, and clerical personnel.

Participate in the organizing, directing, and implementing a comprehensive agriculture, air pollution, weights and measures~~,~~ and migrant housing~~ and airport~~ programs.

Enforce rules and regulations regarding assigned programs in a fair and impartial manner.

Maintain records and prepare reports.

Interpret and apply Federal, State and local policies, procedures, laws and regulations.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work including County officials and the general public.

Experience and Training Guidelines
Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be.

Experience:

Five years of increasingly responsible experience in agricultural inspection or weights and measures work, including two years of supervisory responsibility.

Training:

Equivalent to a Bachelors degree from an accredited college or university with major coursework in agriculture, biology, chemistry, physics, engineering or a related field.

License or Certificate

Possession of, or ability to obtain, an appropriate, valid California driver's license.

Possession of, a valid Deputy Agriculture Commissioner and Deputy Sealer of Weights and Measures state registered license. Possession of a County Agricultural Commissioner and County Sealer of Weights and Measures state registered license preferred.

Physical Requirements

Sit for extended periods; frequently stand and walk; walk, stand or crouch on narrow, slippery and erratically moving surfaces; stoop, kneel, bend to pick up or move heavy objects; crawl through various areas requiring moving on hands and knees; walk for long distances; walk on sloped ground/floor and uneven surfaces; ability to operate on and off-road motor vehicles; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication.

Typical Working Conditions

Work is performed both in office and outdoor environments; may be subject to uncomfortable working conditions including exposure to dust, noise, heat, cold, smoke, gases, fumes, chemicals, mechanical hazards, and electrical hazards; continuous contract with staff and the public.

***This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills. NOT ALL DUTIES ARE NECESSARILY PERFORMED BY EACH INCUMBENT.**

The County of Colusa is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodation to qualified individuals with disabilities. Colusa County encourages both incumbents and individuals who have been offered employment to discuss potential accommodations with the employer.

Attachment: Assistant Ag Commissioner -REDLINE 3.30.21 (6450 : Revised Job Description for Assistant Agricultural Commissioner and

Attachment: Assistant Ag Commissioner FINAL 3.30.21 (6450 : Revised Job Description for Assistant Agricultural Commissioner and Sealer of

COUNTY OF COLUSA

Established: 01/06/1998
Revised: 01/24/2006; 3/30/2021
Salary Range: MGT27
FLSA: Exempt

ASSISTANT AGRICULTURAL COMMISSIONER AND SEALER OF WEIGHTS AND MEASURES

DEFINITION

To supervise, plan and coordinate the activities of staff responsible for the enforcement of all laws, rules and regulations that pertain to the agricultural programs, weights and measures, and hazardous material program; to coordinate activities with other divisions and departments; and to provide staff assistance to the Agricultural Commissioner, Sealer of Weights and Measures, Director of Air Quality Standards and Director of Migrant Housing.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Agricultural Commissioner, Sealer of Weights and Measures, Director of Air Quality Standards and Director of Migrant Housing.

Exercises direct supervision over lower level staff.

EXAMPLES OF IMPORTANT RESPONSIBILITIES AND DUTIES -*Important responsibilities and duties may include, but are not limited to, the following.*

Recommend and assist in the implementation of goals and objectives; establish schedules and methods for providing services; implement policies and procedures.

Plan, prioritize, assign, supervise and review the work of staff responsible for providing agricultural, weights and measures, and other activities within the Department.

Participate in the preparation and administration of the budget; submit budget recommendations; monitor expenditures.

Participate in the selection of staff; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures and conduct annual performance evaluations.

Participate and assist in the administration and management of all programs and departments under the control of the Agricultural Commissioner/Sealer of Weights and Measures, Director of Air Quality Standards and Director of Migrant Housing.

Attachment: Assistant Ag Commissioner FINAL 3.30.21 (6450 : Revised Job Description for Assistant Agricultural Commissioner and Sealer of

Reviews, prepares and/or submits a variety of administrative and technical reports as assigned.

Assists and cooperates with federal, state, and local enforcement organizations, other department personnel, County departments, and outside business organizations.

Supervise and participate in the inspection of fruits, vegetables, honey and eggs for minimum standard requirements.

Manage, supervise and participate in the monitoring of pesticide applications to assure compliance with the law; investigate complaints of pesticide damage; collect and submit samples for laboratory diagnosis.

Manage, supervise and participate in the inspection of incoming shipments of plant material and other restricted articles at all receiving points for compliance with plant quarantine laws and regulations; order quarantined shipments to be treated, destroyed, or returned to origin as necessary.

Manage, supervise and participate in the inspection of incoming seed shipments and seed mills to determine compliance with the State Seed Law; issue rejections, stop orders and notices of violation as necessary.

Direct inspections of nurseries for compliance with pest cleanliness, grades, standards, and labeling requirements; collect, prepare and submit pest specimens; issue off-scale orders and notices of violation as required.

Direct inspections, test and sealing commercial scales, weights, measures and meters; maintain records of inspections and tests made.

Direct testing, sampling and weight packaged commodities at retail and wholesale sites for compliance with weights and measures laws and regulations; issue off-scale orders as required.

Act as Agriculture Commissioner, Sealer of Weights and Measures and Director of Migrant Housing as required.

Perform related duties and responsibilities as required.

QUALIFICATIONS

Knowledge of:

Pertinent federal, state, and county laws and regulations.

Operations, services and activities of the departments of agricultural commissioner, weights and measures, air pollution control and migrant housing.

Proper pesticide use and enforcement methods.

Methods of control and eradication of various weeds and pests.

Budgeting procedures and techniques

Types of weighing and measuring devices, and methods used in verifying the accuracy and content of packaged commodities.

Physical principles, mechanics, construction, operation and maintenance of weighing and measuring devices.

Principles of supervision, training and performance evaluation.

Ability to:

Manage, supervise, organize, train, and review the work of professional, technical, and clerical personnel.

Participate in the organizing, directing, and implementing a comprehensive agriculture, air pollution, weights and measures and migrant housing programs.

Enforce rules and regulations regarding assigned programs in a fair and impartial manner.

Maintain records and prepare reports.

Interpret and apply Federal, State and local policies, procedures, laws and regulations.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work including County officials and the general public.

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be.

Experience:

Five years of increasingly responsible experience in agricultural inspection or weights and measures work, including two years of supervisory responsibility.

Attachment: Assistant Ag Commissioner FINAL 3.30.21 (6450 : Revised Job Description for Assistant Agricultural Commissioner and Sealer of

Training:

Equivalent to a Bachelors degree from an accredited college or university with major coursework in agriculture, biology, chemistry, physics, engineering or a related field.

License or Certificate

Possession of, or ability to obtain, an appropriate, valid California driver's license.

Possession of, a valid Deputy Agriculture Commissioner and Deputy Sealer of Weights and Measures state registered license. Possession of a County Agricultural Commissioner and County Sealer of Weights and Measures state registered license preferred.

Physical Requirements

Sit for extended periods; frequently stand and walk; walk, stand or crouch on narrow, slippery and erratically moving surfaces; stoop, kneel, bend to pick up or move heavy objects; crawl through various areas requiring moving on hands and knees; walk for long distances; walk on sloped ground/floor and uneven surfaces; ability to operate on and off-road motor vehicles; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication.

Typical Working Conditions

Work is performed both in office and outdoor environments; may be subject to uncomfortable working conditions including exposure to dust, noise, heat, cold, smoke, gases, fumes, chemicals, mechanical hazards, and electrical hazards; continuous contract with staff and the public.

***This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills. NOT ALL DUTIES ARE NECESSARILY PERFORMED BY EACH INCUMBENT.**

The County of Colusa is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodation to qualified individuals with disabilities. Colusa County encourages both incumbents and individuals who have been offered employment to discuss potential accommodations with the employer.

COUNTY OF COLUSA, CA **4.4**

Request For County Board of Supervisors Action

MEETING DATE: **March 30, 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.

On March 19, 2021 Governor Newsom signed into law Senate Bill SB 95 codifying labor code section 248.2 new obligations on public agency employers to provide COVID-19 Supplemental Paid Sick Leave to employees who are unable to work or telework due to certain qualifying reasons. The legislation goes into effect 10 days after enactment or on March 29, 2021. SB 95 significant provisions include:

- Expands the qualifying reasons under Emergency Paid Sick Leave for the provision of COVID-19 Supplemental Paid Sick Leave
- 80-hour leave entitlement for full-time employees and pro-rated amount for part-time employees
- Employees will be compensated for each hour of qualifying leave at their regular rate of pay up to $511 per day and $5,110 in the aggregate
- The leave is retroactive to January 1, 2021 and effective through September 30, 2021
- Employers must post or electronically submit a model notice related to COVID-19 Supplemental Paid Sick Leave

Prior Board Action

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:

- 03.31.21 Resolution 20-008 RED LINE (DOCX)
- 03.31.21 Resolution 20-008 FINAL (DOCX)

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: 03.31.21 Resolution 20-008 RED LINE [Revision 2] (6460 : 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~~6~~. 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~~7~~. 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~~8~~. 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: 03.31.21 Resolution 20-008 RED LINE [Revision 2] (6460 : Revisit Resolution 20-008)

109. 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.

110. 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.

121. 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 30th5th day of ~~January~~March, 2021 by the following vote:

AYES:

NOES:

ABSENT:

_____

Gary J. Evans~~Denise J. Carter~~, 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: 03.31.21 Resolution 20-008 RED LINE [Revision 2] (6460 : Revisit Resolution 20-008)

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: 03.31.21 Resolution 20-008 FINAL [Revision 1] (6460 : 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: 03.31.21 Resolution 20-008 FINAL [Revision 1] (6460 : 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:

NOES:

ABSENT:

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: 03.31.21 Resolution 20-008 FINAL [Revision 1] (6460 : Revisit Resolution 20-008)

COUNTY OF COLUSA, CA **5.1**

Request For County Board of Supervisors Action

MEETING DATE:	**March 30, 2021**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Ann Nordyke**
SUBJECT:	**Letter of Intent to transition to a County Organized Health System (COHS) Medi-Cal Managed Care Model with Partnership Health Plan.**

Approve joint letter with Partnership HealthPlan of California and 9 other counties to the California Department of Health Care Services (DHCS) indicating Colusa County's intent to transition to a Partnership Health Plan Medi-Cal Managed Care Plan (MCP). **(Tabled from the March 16, 2021 meeting)**

Detailed Description/Background of request

Over the past several decades, California has implemented a variety of Medicaid (in California called "Medi-Cal") managed care models, including the County Organized Health System (COHS), the Two-Plan Model and the Geographic Model. In 2013, Medi-Cal managed care was expanded to 28 California counties, including Colusa County. Many counties in Northern California sought to enter into the COHS model. The COHS model is generally regarded as offering counties the greatest amount of local control, with counties being directly responsible for governance of their respective plans, either alone or in combination with other counties. Prior to this expansion of managed care Partnership Health Plan, a COHS serving several Northern California counties, already had a strong reputation for superior quality, access, and collaboration with counties and medical providers. Prior to the 2013 managed care expansion, many Northern California counties sought to join the COHS model under Partnership Health Plan. However, at the time DHCS restricted the number of counties allowed to enter into a COHS model, and assigned the remaining counties to the Regional Model, in which the state contracts with two for-profit plans to administer Medi-Cal benefits in a county. Colusa County, along with most other counties in our region, was assigned to the Regional Model and Anthem Blue Cross and California Health and Wellness were selected as our 2 Medi-Cal managed care plans. Colusa County was not consulted by DHCS on its assignment to the Regional Model or on the procurement process that led to the selection of our 2 Medi-Cal managed care plans.

In 2018, Senator Jim Nielsen requested, and the Joint Legislative Audit Committee approved, a state audit of DHCS' oversight of managed health care in the 18 small and rural counties under the Regional Model. In August of 2019, the State Auditor released a report entitled "Department of Health Care Services: It Has Not Ensured That Medi-Cal Beneficiaries in Some Rural Counties Have Reasonable Access to Care" that found:

- DHCS did not enforce state requirements that limit distances health plans may direct their Medi-Cal beneficiaries to travel to receive health services.

- DHCS failed to hold Regional Model health plans accountable for improving beneficiaries' access to care.
- Regional Model beneficiaries have generally received a lower quality of care than beneficiaries in other areas of the state.
- DHCS did not adequately educate Regional Model counties about the options available to them regarding their transition to managed care.
- DHCS was found to not have assisted Regional Model counties that wanted to create or join a County-Organized Health System (COHS), which may have provided beneficiaries with better access to care.

In addition, the audit report recommended that DHCS assist counties desiring a transition to COHS model in making that change after their current contracts expire. All of the current 18 regional counties are actively pursuing letters of intent to transition to COHS plans.

Also in 2019, the California Health Care Foundation performed an independent evaluation of the Regional Model and found the following:

- Specialty care is somewhat more difficult for Medi-Cal enrollees in Regional Model counties compared to other rural areas of the state.
- The quality of care provided to Medi-Cal enrollees by Regional Model MCPs was worse, on average, when compared to MCPs in other rural counties.
- Overall, Medi-Cal enrollee satisfaction with MCP performance was lower in Regional Model counties relative to other rural areas of the state.

Pursuant to the State Auditor's recommendations, DHCS recently released information on the upcoming statewide procurement of commercial Medi-Cal MCPs and issued an instruction that all counties wishing to transition to a COHS should submit a letter of intent to DHCS by March 31, 2021. Colusa County DHHS has met with several counties in the region who are excited at the prospect of transitioning together into a COHS Medi-Cal Managed Care model with Partnership Health Plan. Additionally, Tehama, Butte, Placer, Plumas, Glenn, Sierra, Yuba, Sutter, and Nevada Counties are all planning to submit an LOI to transition to partnership.

Prior Board Action

Board of Supervisors approved a Resolution Allowing Colusa County to Participate in the Partnership Health Plan on 10/31/2017.

Fiscal Impact/Funding Source

A letter of intent would be non-binding and there is no anticipated fiscal impact to the County associated with submitting a letter to DHCS indicating Colusa County's intent to transition to a COHS model. An eventual transition to a COHS model is expected to streamline care coordination for Colusa County DHHS clients and may result in modest reductions in Department expenses.

Action for the Clerk

Please have Gary J. Evans, the BOS Chair, sign the Letter of Intent.

ATTACHMENTS:

- LOI Final 3-8-2021 (PDF)

- County Procurement LOI signature page (DOCX)

PARTNERSHIP HEALTHPLAN of CALIFORNIA
A Public Agency

March 31, 2021

Bambi Cisneros,
Assistant Deputy Director
California Department of Health Care Services

Ms. Cisneros,

In 2013, 18 counties formed the Regional Model of Medi-Cal managed care. Over the last few years, a subset of these counties have approached Partnership HealthPlan of California (PHC) about possible expansion of the plan to include 10 of these counties. With the support of the PHC Board of Commissioners, please accept this as our letter of intent for Butte, Colusa, Glenn, Nevada, Placer, Plumas, Sierra, Sutter, Tehama, and Yuba counties to join PHC in 2024.

The counties have spent years of discussion with area hospitals, outpatient Medi-Cal providers, affected county departments and many area ancillary health providers regarding the change. Moving from the Regional Model to PHC would be in the best interest of the counties' residents. This decision was made after careful deliberation and extensive discussion with health care and community partners.

Many factors motivated the 10 counties to pursue a County Organized Health System (COHS) model of Medi-Cal managed care with PHC. Some of these included:

- The organization is non-profit;
- Each county in the service area appoints members to PHC's Board of Commissioners;
- PHC's reinvestment into important community programs and benefits for members and providers, in part due to the PHC's low administrative overhead;
- PHC's long established record of working collaboratively in the local communities it serves;
- The emphasis on quality and quality incentive programs, including accreditation by the National Committee on Quality Assurance (NCQA);
- High member and provider satisfaction scores; and
- PHC's experience with the challenges of health care delivery in rural California.

PHC and the counties understand this is a significant change for all parties, including Medi-Cal beneficiaries in these counties. We are committed to working diligently to respond to all questions and inquiries from DHCS, community partners, and beneficiaries. The counties and PHC have reviewed the readiness requirements and can attest:

1. PHC is in good financial standing and is able to assume financial risk for Medi-Cal managed care plan services for Medi-Cal beneficiaries in these 10 counties, assuming revenue rates for the expansion area are determined to be sufficient by PHC. PHC is able to meet all financial readiness requirements.
2. There are no health related financial sanctions or corrective action plans currently in place for PHC or the counties.
3. PHC will explore if direct contract or subcontract/delegation arrangements are needed for this transition.
4. PHC and counties will work together to self-fund all pre-implementation activities.
5. PHC and the counties will meet non-financial readiness requirements and timelines as provided by DHCS.
6. PHC will meet network capacity requirements for all of the eligible beneficiaries in these counties.
7. PHC will implement all applicable Medi-Cal managed care plan requirements.
8. PHC is committed to a robust network contracting strategy.
9. The Counties are not aware of any new state statute that would be required to enact a transition, but if at some point it is determined that new legislation is required, then all of our counties will work together with DHCS, PHC, the County Health Executives Association of California (CHEAC), the Health Officers Association of California (HOAC) and the Rural County Representatives of California (RCRC) to develop and enact such legislation.

Attachment: LOI Final 3-8-2021 (6481 : Notice of Intent to join Partnership Health Plan)

10. All ten counties attest that each of our Board of Supervisors will consider enacting local ordinances by October 2021 authorizing the shift of our counties to Partnership HealthPlan of California.

PHC and the counties understand this is a non-binding letter of intent, and that an expansion of PHC's service area to include these counties is contingent upon DHCS and CMS approval. We acknowledge that under federal Medicaid rules, beneficiaries are required to have a choice of at least two managed care plans. An exception to this rule does apply for COHS plans, provided that total enrollment does not exceed 16 percent (16%) of the total Medi-Cal population. Further, Medi-Cal beneficiaries residing in rural areas are also exempted from federal managed care plan choice requirements. Currently, the number of beneficiaries falling under this provision appears to be below the cap. Based on PHC's initial legal review, it also appears that under current federal agreements for managed care operations that this federal enrollment cap may be waived. We note, however, that DHCS may have a different view of the application and impact of this enrollment cap. PHC and the counties will need to engage in further conversation with DHCS regarding the interpretation of this cap; and/or potential waivers needed for approval.

PHC and the counties acknowledge this is a large initiative for DHCS and appreciate the opportunity to improve the care our Medi-Cal members receive. We look forward to ongoing collaboration during this transition.

Thank you,

Liz Gibboney
CEO, Partnership HealthPlan of California

Bill Connelly
Chair, Board of Supervisors
Butte County

Jeff Engel
Chair, Board of Supervisors
Plumas County

Gary Evans
Chair, Board of Supervisors
Colusa County

Lee Adams
Chair, Board of Supervisors
Sierra County

Keith Corum
Chair, Board of Supervisors
Glenn County

Dan Flores
Chair, Board of Supervisors
Sutter County

Dan Miller
Chair, Board of Supervisors
Nevada County

Dennis Garton
Chair, Board of Supervisors
Tehama County

Robert Weygandt
Chair, Board of Supervisors
Placer County

Gary Bradford
Chair, Board of Supervisors
Yuba County

Enclosure (3):
1. Contact Information for PHC and Counties
2. Readiness Planning Document
3. PHC Financial Documents

Attachment: LOI Final 3-8-2021 (6481 : Notice of Intent to join Partnership Health Plan)

Enclosure 1: County and PHC Contact Information

County/Name of Contacts	Contact type	Phone	Email	Address
Butte County				
Danette York	Primary	(530) 552-3820	DYork@buttecounty.net	Butte County Public Health, 202 Mira Loma Dr. Oroville, CA 95965
Dr. Robert Berstein	Secondary	(530) 552-3902	rbernstein@buttecounty.net	Butte County Public Health, 202 Mira Loma Dr. Oroville, CA 95965
Colusa County				
Elizabeth Kelly	Primary	(530) 458-0250	Elizabeth.Kelly@colusadhhs.org	Colusa County HHS, 251 E. Webster St., Colusa, CA 95932
Annie Mitchell	Secondary	(530) 458-0250	annie.mitchell@countyofcolusa.com	Colusa County HHS, 251 E. Webster St., Colusa, CA 95932
Glenn County				
Brenda Enriquez	Primary	(530) 934-1496	Benriquez@countyofglenn.net	Glenn County HHS, 420 E. Laurel St., Willows, CA 95988
Nan DiLouie	Secondary	(530) 934-1439	NDiLouie@countyofglenn.net	Glenn County HHS, 420 E. Laurel St., Willows, CA 95988
Christine Zoppi	County Rep.	(530) 934-6683	Czoppi@countyofglenn.net	Glenn County HHS, 420 E. Laurel St., Willows, CA 95988
Nevada				
Phebe Bell	Primary	(530) 470-2784	Phebe.Bell@co.nevada.ca.us	Nevada County Behavioral Health, 500 Crown Point Circle, Grass Valley, CA 95945
Ryan Gruver	Secondary	(530) 265-7226	Ryan.Gruver@co.nevada.ca.us	Nevada County HHSA, 950 Maidu Ave, Suite 120, Nevada City, CA 95959
Placer				
Rob Oldham	Primary	(530) 745-3191	roldham@placer.ca.gov	Placer County HHS, 3091 County Center Drive, Auburn, CA 95603
Joe Arsenith	Secondary	(530) 889-7145	jarsenith@placer.ca.gov	Placer County HHS/Public Health, 11484 B Avenue, Auburn, CA 95603
Plumas				
Tony Hobson	Primary	(530) 283-6307 ext 1007	thobson@pcbh.services	Plumas County Public Health Agency, 270 County Hospital Road, Suite 109 Quincy, CA 95971
Shelley Evans	Secondary	530-283-6307 ext. 1038	sevans@pcbh.services	Plumas County Public Health Agency, 270 County Hospital Road, Suite 109 Quincy, CA 95971
Sierra				
Vickie Clark	Primary	(530) 993-6707	vclark@sierracounty.ca.gov	Sierra County Public Health and Social Services, 202 Front

Attachment: LOI Final 3-8-2021 (6481 : Notice of Intent to join Partnership Health Plan)

County/Name of Contacts	Contact type	Phone	Email	Address
				St., PO Box 1019, Loyalton, CA 96118
Jamie Franceschini	Secondary	(530) 993-6770	jfranceschini@sierracounty.ca.gov	Sierra County Public Health and Social Services, 202 Front St., PO Box 7, Loyalton, CA 96118
Sutter				
Nancy O'Hara	Primary	(530) 822-7327	nohara@co.sutter.ca.us	Sutter County HHS, 1445 Veterans Memorial Circle, Yuba City, CA 95993
Rick Bingham	Secondary	(530) 822-7327	rbingham@co.sutter.ca.us	Sutter County HHS, 1445 Veterans Memorial Circle, Yuba City, CA 95993
Leah Northrop	Secondary	(530) 822-7226	lnorthrop@co.sutter.ca.us	Sutter County HHS, 1445 Veterans Memorial Circle, Yuba City, CA 95993
Tehama				
Valerie Lucero	Primary	(530) 528-3216	Valerie.Lucero@tchsa.net	Tehama County Health Services Agency, P.O. Box 400/818 Main St. Red Bluff, CA 96080
Jayme Bottke	Secondary	(530) 528-3275	Jayme.Bottke@tchsa.net	Tehama County Health Services Agency, P.O. Box 400/818 Main St. Red Bluff, CA 96080
Yuba				
Homer Rice	Primary	(530) 749-6385	hrice@co.yuba.ca.us	Yuba County HHS, 5730 Packard Ave, Marysville, CA 95901
Jennifer Vasquez	Secondary	(530) 749-6380	jvasquez@co.yuba.ca.us	Yuba County HHS, 5730 Packard Ave, Marysville, CA 95901
Partnership HealthPlan of California				
Liz Gibboney	CEO	(707) 863-4232	egibboney@partnershiphp.org	4665 Business Center Dr. Fairfield, CA 94534
Amy Turnipseed	Sr. Director External and Regulatory Affairs	(661) 203-7836	aturnipseed@partnershiphp.org	4665 Business Center Dr. Fairfield, CA 94534

Attachment: LOI Final 3-8-2021 (6481 : Notice of Intent to join Partnership Health Plan)

Enclosure 2: Readiness Planning Document

Partnership HealthPlan of California (PHC) was formed as a health insurance organization, and is legally a subdivision of the State of California, but is not part of any city, county or state government system. PHC began serving Medi-Cal eligible persons in Solano in May 1994. Napa County joined PHC in March of 1998, followed by Yolo in March of 2001, Sonoma in October 2009, and Marin and Mendocino in July 2011. PHC expanded to eight northern counties (Del Norte, Humboldt, Lake, Lassen, Modoc, Shasta, Siskiyou, and Trinity) in September 2013.

Today, PHC serves over 570,000 Medi-Cal beneficiaries in 14 counties. PHC is willing to produce supplemental information (policies, reports, etc.) needed to elaborate on our ability to meet readiness criteria; and are proud of our experience with five expansions.

Service Utilization

PHC has systematic processes for monitoring for overutilization and underutilization of services (PHC policy MPUP 3006 and UM program description MPUD 3001, as approved by DHCS). The availability of primary care and specialty care providers and accessibility of primary care and specialty care services are evaluated as part of the network adequacy and availability requirements, following DHCS and NCQA standards.

Network Adequacy

Per our contract with DHCS, PHC submits a complete Provider Network that is adequate to provide required covered services for eligible beneficiaries within PHC's service area.

Within PHC's service area, we ensure and monitor an appropriate network, including adult and pediatric primary care providers (PCPs), OB/GYN, adult and pediatric behavioral health providers, adult and pediatric specialists, professional, Allied Health Care Personnel, supportive paramedical personnel, hospitals, pharmacies, and an adequate number of accessible inpatient facilities and service sites. PHC's network includes American Indian Health Service Programs, Federally Qualified Health Centers (FQHCs), Rural Health Clinics (RHCs), and Freestanding Birthing Centers (FBCs), where available. In addition, we have a robust telemedicine program that offers adult and pediatric specialty health care services.

Quality Monitoring

PHC's Quality and Performance Improvement (QI/PI) program provides a systematic process to monitor the quality of clinical care and health care service delivery to PHC members. It includes an organized framework to identify opportunities to improve the quality of health care services provided, promote efficient and effective use of health plan financial resources, and to partner with internal and external stakeholders to support performance improvement and to improve health outcomes. The program promotes consistency in application of quality assessment and improvement functions for the full scope of health care services while providing a mechanism to:

- Ensure integration with current community health priorities, standards, and goals that impact the health of the PHC member population
- Identify and act on opportunities to improve care and service
- Identify overuse, misuse, and underuse of health care services
- Identify and act on opportunities to improve processes to ensure patient safety
- Address potential or tangible quality issues
- Review trends that suggest variations in the process or outcomes of care

Accessibility Standards

PHC is committed to ensuring that its members have access to providers to meet their health care needs. PHC has established standards that meet or exceed DHCS requirements for the numbers and types of clinicians and facilities, as well as for their geographic distribution, appointment accessibility and office and telephone availability. PHC monitors provider availability and accessibility on an annual basis by conducting various surveys. These includes verifying the third next available appointment ("the 3NA"), telephone access, and access to care outside of normal business hours. PHC policy MPNET 100 describes the plan's approach to full compliance with both DHCS and NCQA standards. PHC also ensures the provider network is educated on how our members can access the PHC 24/7 Advice Nurse program, transportation benefits, interpreter services and behavioral health services.

Attachment: LOI Final 3-8-2021 (6481 : Notice of Intent to join Partnership Health Plan)

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

Attachment: County Procurement LOI signature page (6481 : Notice of Intent to join Partnership Health Plan)

COUNTY OF COLUSA, CA

6.1

Request For County Board of Supervisors Action

MEETING DATE: **March 30, 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

Request For County Board of Supervisors Action

MEETING DATE:	**March 30, 2021**
DEPARTMENT:	**Community Development**
FROM:	**Mary Fahey**
SUBJECT:	**Colusa County Groundwater Commission 2020 Annual Report**

Receive 2020 Annual Report from the Colusa County Groundwater Commission.

Detailed Description/Background of request

The Bylaws of the Colusa County Groundwater Commission state; "The Commission shall report to the Board of Supervisors annually on the activities of the previous year. Such report shall be made not later than March 1st and shall include the progress made on the items reflected in the Annual Statement of Goals and Objectives." (Due to scheduling conflicts, the report is slightly delayed this year).

Groundwater Commission Chair, Darrin Williams and Water Resources Manager, Mary Fahey, will present the Annual Report to the Board. The attached report summarizes the Groundwater Commission's activities and accomplishments over the past year. The Commission's adopted 2021 Annual Goals and Objectives is also attached for the Board's information.

Prior Board Action

None

Fiscal Impact/Funding Source

None

Action for the Clerk

None

ATTACHMENTS:

- 2021 GWC BOS Report_FINAL (PDF)
- Annual Statement of Goals and Objectives_2021_FINAL APPROVED (PDF)

COLUSA COUNTY GROUNDWATER COMMISSION 2020 ANNUAL STAFF REPORT:

The 2020 Colusa County Groundwater Commission consisted of the following members:

- District 1: Darrin Williams (Chair)
- District 2: Deke Dormer
- District 3: Matt LaGrande
- District 4: Tom Charter
- District 5: Jeff Moresco (Vice Chair)

Mr. Williams and Mr. Moresco each serve as a Private Pumper representative on the Board of the Colusa Groundwater Authority (CGA), as appointed by the Board of Supervisors. The CGA is the Groundwater Sustainability Agency responsible for implementing the Sustainable Groundwater Management Act (SGMA) in the Colusa County portions of the Colusa Subbasin and portions of the Butte Subbasin. These Private Pumper representatives serve a very important role in representing landowners in the portions of the groundwater basins that are not included within the boundaries of an irrigation district.

In 2020, the Colusa County Groundwater Commission meeting schedule was as follows:

- **February 12, 2020** – This meeting included a public information forum that featured the following presentations:
    - DWR Update; *Brandon Davison, California Department of Water Resources, Northern Region Office*
    - Colusa Groundwater Authority SGMA Update; *Commissioner Moresco, Commissioner Williams, Mary Fahey (Staff)*
    - Legislative Activities; *Staff and Commissioners*
        - Water Resilience Portfolio – comment deadline: February 7, 2020
        - Delta Conveyance Environmental Review – comment deadline: March 20, 2020
- **May 6, 2020** – this meeting was cancelled due to weather conditions affecting the farming operations of the Commissioners such that a quorum was not available to attend
- **June 3, 2020** – There was limited in-person seating available at this meeting and physical distancing was enforced due to the COVID-19 pandemic. This meeting was also held via teleconference for those that could not attend in person. This meeting included a public hearing on the following:
    i. Discuss and consider a request from Sycamore Mutual Water Company for a permit to participate in a short-term (less than one year) groundwater substitution water transfer to San Luis and Delta-Mendota Water Authority, outside of the County

Attachment: 2021 GWC BOS Report_FINAL (6428 : Colusa County Groundwater Commission Annual Report)

ii. Consider Resolution 2020-01: A Resolution of the Colusa County Groundwater Commission approving an out-of-county Groundwater Substitution Water Transfer Permit and Agreement from the Sycamore Mutual Water Company

- **June 29, 2020 Special Meeting** – This meeting was held to re-address the June 3 request for a permit for a groundwater substitution Water Transfer Permit and Agreement

- **August 5, 2020** – This meeting was cancelled

- **November 4, 2020** – This meeting included a public information forum featuring an update on the Sites Reservoir Project from Executive Director of the Sites Project, Jerry Brown.

Milestones achieved in 2020:

- Election of officers
- Public Information Forums have been beneficial to enhance public outreach, education and engagement. These forums were successful and the Commission continued to build on them in 2020.
- The Commission addressed the first request for an out-of-county Groundwater Substitution Water Transfer since 2014.

Attachment: 2021 GWC BOS Report_FINAL (6428 : Colusa County Groundwater Commission Annual Report)

PROGRESS ON
Annual Statement of Goals and Objectives
For the period of March 1, 2020 – February 28, 2021.
Adopted by the Colusa County Groundwater Commission on February 12, 2020

Attachment: 2021 GWC BOS Report_FINAL (6428 : Colusa County Groundwater Commission Annual Report)

Goal 1: Comply with SGMA Regulations and Deadlines

a. The Groundwater Commission will coordinate with the Colusa Groundwater Authority (CGA) and support their activities to maintain sustainable groundwater conditions in Colusa County.

GOAL 1a PROGRESS REPORT: Two Commissioners serve on the CGA Board; updates on CGA activities and SGMA in general were provided at each Commission meeting.

b. The Groundwater Commission will coordinate with, provide input to, and support the Colusa Groundwater Authority and other GSAs during development of Groundwater Sustainability Plans for the Colusa and Butte Subbasins.

GOAL 1b PROGRESS REPORT: Groundwater Sustainability Plan development was just getting underway locally in early 2020 and started ramping up in late 2020. Commissioners Williams and Moresco remain very involved through their participation on the Colusa Groundwater Authority Board. Additionally, Commissioner Williams serves on the Joint Colusa Groundwater Authority/Glenn Groundwater Authority Technical Advisory Committee (CGA/GGA Joint TAC). This committee meets monthly and is responsible for bringing recommendations to the CGA Board regarding the technical elements of the Groundwater Sustainability Plan in the Colusa Subbasin. Commissioner Moresco serves on the Butte Subbasin Advisory Committee Board which serves a similar role as the CGA/GGA Joint TAC, in the Butte Subbasin.

Goal 2: Public Outreach Program

a. The Groundwater Commission will support and participate in outreach activities to inform the public and solicit public input about groundwater conditions, and SGMA implementation activities. The Commission will coordinate with and support the Colusa Groundwater Authority's Communication and Engagement Plan, and utilize all outreach options as feasible, including email, social media, mail, newspaper articles, community meetings, partnering with other local water-related organizations, and face-to-face interactions with landowners.

GOAL 2a PROGRESS REPORT: The Groundwater Commission restructured their meetings in 2019 to provide a public information forum for landowners, and the Commission provided two public forums in 2020.

b. The Groundwater Commission will review Colusa Groundwater Authority Communication and Engagement Plan and identify opportunities to coordinate efforts with the CGA.

GOAL 2b PROGRESS REPORT: The first draft of the CGA's Communication and Engagement Plan was completed in August, 2019. The Plan will be updated in 2021. The Commission will review this Plan in 2021 and identify opportunities to coordinate efforts with the CGA.

Goal 3: Review and Assess County-wide Groundwater Conditions

a. At one Commission meeting each year, Staff will provide a report on local groundwater levels, based on the County groundwater level monitoring network

GOAL 3a PROGRESS REPORT: A report on groundwater levels was not provided by Staff, but the DWR presentation provided a good overview. Due to COVID-19 pandemic restrictions, DWR was not able to monitor groundwater levels at all wells in 2020. As the Groundwater Sustainability Plans move forward, a great deal of information will be available regarding groundwater levels and groundwater conditions.

b. The Commission will receive periodic reports on groundwater conditions from the California Department of Water Resources, Northern Region Office

GOAL 3b PROGRESS REPORT: DWR provided a report on Groundwater Conditions at the February 12, 2020 meeting.

Goal 4: Review and Assess potential Projects in Coordination with the Colusa Groundwater Authority

a. The Groundwater Commission will assist the CGA by reviewing and making recommendations on proposed projects that could benefit the groundwater basins, including groundwater recharge projects and others.

Attachment: 2021 GWC BOS Report_FINAL (6428 : Colusa County Groundwater Commission Annual Report)

GOAL 4a PROGRESS REPORT: There were no opportunities in 2020 to review projects. The CGA recently launched a Projects and Management Actions form that stakeholders can use to submit project ideas. There will be opportunity in 2021 and beyond for the Commission to review and provide input on these project ideas.

Goal 5: Remain informed of Legislative Activities

a. Groundwater Commissioners will remain up to date on Statewide Groundwater legislative activities and report relevant information at Groundwater Commission meetings.

GOAL 5a PROGRESS REPORT: The Commissioners have reported on various legislation during the regular "Comments and Updates" portion of their agenda, and Staff has included legislative updates provided by the Northern California Water Association in the agenda packets.

b. A presentation on current legislative activities will be given to the Groundwater Commission each year by an expert speaker at one regular meeting.

GOAL 5b PROGRESS REPORT: This is still to be arranged for 2021.

Attachment: 2021 GWC BOS Report_FINAL (6428 : Colusa County Groundwater Commission Annual Report)

Annual Statement of Goals and Objectives

For the period of March 1, 2021 – February 28, 2022.
Adopted by the Colusa County Groundwater Commission on February 10, 2021

Goal 1: Comply with SGMA Regulations and Deadlines

a. The Groundwater Commission will coordinate with the Colusa Groundwater Authority (CGA) and support their activities to maintain sustainable groundwater conditions in Colusa County.
b. The Groundwater Commission will coordinate with, provide input to, and support the Colusa Groundwater Authority and other GSAs during development of Groundwater Sustainability Plans for the Colusa and Butte Subbasins.

Goal 2: Public Outreach Program

a. The Groundwater Commission will support and participate in outreach activities to inform the public and solicit public input about groundwater conditions, and SGMA implementation activities, and utilize all outreach options as feasible, including email, social media, mail, newspaper articles, community meetings, partnering with other local water-related organizations, and face-to-face interactions with landowners.
b. The Groundwater Commission will review the Colusa Subbasin Communication and Engagement Plan and identify opportunities to coordinate efforts with the CGA.

Goal 3: Review and Assess County-wide Groundwater Conditions

a) At one Commission meeting each year, Staff will provide a report on local groundwater levels, based on the County groundwater level monitoring network
b) The Commission will receive periodic reports on groundwater conditions from the California Department of Water Resources, Northern Region Office

Goal 4: Review and Assess potential Projects in Coordination with the Colusa Groundwater Authority

a. The Groundwater Commission will assist the CGA by reviewing and making recommendations on proposed projects that could benefit the groundwater basins, including groundwater recharge projects and others.

Goal 5: Remain informed of Legislative Activities

a. Groundwater Commissioners will remain up to date on Statewide Groundwater legislative activities and report relevant information at Groundwater Commission meetings.
a. A presentation on relevant current legislative activities will be given to the Groundwater Commission each year by an expert speaker at one regular meeting.

Attachment: Annual Statement of Goals and Objectives_2021_FINAL APPROVED (6428 : Colusa County Groundwater Commission Annual

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: **March 30, 2021**

DEPARTMENT: **Community Development**

FROM: **Greg Plucker**

SUBJECT: **Resolution of Intent to Sell Contract Water**

Adopt a Resolution of Intent for the temporary sale and transfer of a portion of the County's Central Valley Project contracted water.

Detailed Description/Background of request

In 2005, the County entered into a long-term renewal contract (Contract) with the United States Department of the Interior, Bureau of Reclamation (Reclamation) for water from the Central Valley Water Project (CVP). Initially, the County's rights were assigned out to various water districts within the County. In 2012 the County requested the relinquishment of 5% or 1000 acre-feet of CVP water the County had assigned out, excluding 86 acre feet assigned to the Glenn Valley Water District. In response, following review by Reclamation, contract rights to 914 acre feet of CVP water were returned to the County.

In response to the lack of rain this season, Reclamation has reduced the supply of water to agricultural water service contractors north-of-Delta to just 5% of their contract allocation amount. The County's contract rights to 914 acre-feet of water has been reduced to just 46 acre-feet.

The County is required under the terms of the Contract to make "reasonable and beneficial use" of its contract water. Accordingly, because other North of the Delta, Sacramento River settlement contractors have also had their allocations reduced, it would be a reasonable and beneficial use of the County's water to transfer it to another North of Delta contractor that may utilized the water.

Water is considered a real property interest and so the Board is required to adopt a resolution of intent to sell and transfer the water under California Government Code section 25526. The resolution is required to contain the minimum sale terms which 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.

2. Only 1 lot of water will be sold for a total of 46 acre-feet.

3. The transfer and sale will be contingent on the assumption that the North of the Delta, Agricultural Water Service Contractors' allocations from Reclamation stays at 5%. Should the allocation be increased or decreased, the County and parties may negotiate different minimum terms subject to the Board's final approval.

4. The minimum price to be paid to the County will be $275.00 per acre foot of water. The County will be responsible for all Reclamation costs and fees.

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 of Supervisors.

If the Board adopts the resolution of intent to sell the contract water a subsequent agenda item will be set at the Board's regular meeting on April 27, 2021 for the Board to consider sealed proposals and to give potential responsible bidders an opportunity to bid on the water.

Prior Board Action

In 2005 the County entered into Irrigation and M&I Contract No. 14-06-200-8310A-LTRI with the United States Department of Interior, Bureau of Reclamation.

In 2020, the Board approved a resolution declaring the intent for the temporary sale and transfer of 457 acre-feet of contracted water.

Fiscal Impact/Funding Source

The potential revenue from the water sales is estimated to be $9,200 (net). The Reclamation cost to be paid by the County is estimated to be $75 an acre-foot.

Action for the Clerk

Publish notice of the resolution and the date and agendize for the April 27, 2021 regular Board meeting the consideration of sealed proposals and bids under the Resolution in accordance with Government Code 25528 (Notice of the adoption of the resolution and of the time and place of holding the meeting shall be given by posting copies of the resolution signed by the chairman of the board in three public places in the county, not less than 15 days before the date of the meeting). Also, Publish a notice in accordance with Government Code 6063 (publication of notice pursuant to this section shall be once a week for three successive weeks). Three publications in a newspaper regularly

published once a week or oftener, with at least five days intervening between the respective publications dates not counting such publication dates, are sufficient. The period of notice commences upon the first day of publication and terminates at the end of the twenty-first day, including therein the first day. The notices shall be published in the Williams Pioneer Review on April 1, 2021, April 8, 2021, and April 15, 2021.

ATTACHMENTS:

- Draft Resolution Notice of Intent for Water Sale (DOCX)
- Reclamation Contract 14-06-200-8310A-LTR1 CVWP Water Allocation (PDF)
- Draft Public Hearing Notice for Water Sale Bid (DOCX)

RESOLUTION NO. 21-____

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: Draft Resolution Notice of Intent for Water Sale (6456 : Resolution of Intent to Sell Contract 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:

NOES:

ABSENT:

_____
Gary Evans, Board Chair

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

By _____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
, County Counsel

Attachment: Draft Resolution Notice of Intent for Water Sale (6456 : Resolution of Intent to Sell Contract Water)

Irrigation and M&I
Contract No.
14-06-200-8310A-LTR1

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Central Valley Project, California

LONG-TERM RENEWAL CONTRACT BETWEEN THE UNITED STATES AND COUNTY OF COLUSA PROVIDING FOR PROJECT WATER SERVICE FROM THE SACRAMENTO RIVER DIVISION

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Exhibit A – Map of Contractor's Service Area

Exhibit B – Rates and Charges

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Contract No.
14-06-200-8310A-LTR1

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMAT`ION
Central Valley Project, California

LONG-TERM RENEWAL CONTRACT BETWEEN THE UNITED STATES
AND
COUNTY OF COLUSA
PROVIDING FOR PROJECT WATER SERVICE
FROM THE SACRAMENTO RIVER DIVISION

THIS CONTRACT, made this 25th day of February, 2005, in pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary thereto, including, but not limited to, the Acts of August 26, 1937 (50 Stat. 844), as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), October 27, 1986 (100 Stat. 3050), as amended, and Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to as Federal Reclamation law, between THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, and COUNTY OF COLUSA, hereinafter referred to as the Contractor, a political subdivision of the State of California, duly organized, existing, and acting pursuant to the laws thereof;

WITNESSETH, That:

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EXPLANATORY RECITALS

[1st] WHEREAS, the United States has constructed and is operating the Central Valley Project (Project), California, for diversion, storage, carriage, distribution and beneficial use, for flood control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection and restoration, generation and distribution of electric energy, salinity control, navigation and other beneficial uses, of waters of the Sacramento River, the American River, the Trinity River, and the San Joaquin River and their tributaries; and

[2nd] WHEREAS, the United States constructed the Red Bluff Diversion Dam, and the Tehama-Colusa Canal and related delivery facilities including pumping plants, hereinafter collectively referred to as the Canal Facilities, which will be used in part for the furnishing of water to the Contractor pursuant to the terms of this Contract; and

[3rd] WHEREAS, the rights to Project Water were acquired by the United States pursuant to California law for operation of the Project; and

[4th] WHEREAS, the Contractor and the United States entered into Contract No. 14-06-200-8310A, which established terms for the delivery to the Contractor of Project Water from the Canal Facilities from November 18, 1975, through February 28, 1995, and under which the initial date of water delivery to the Contractor was January 1, 1981; and

[5th] WHEREAS, the Contractor and the United States have pursuant to subsection 3404(c)(1) of the Central Valley Project Improvement Act (CVPIA), subsequently entered into interim renewal contract(s) identified as Contract No(s). 14-06-200-8310A-IR1, 14-06-200-8310A-IR2, 14-06-200-8310A-IR3, 14-06-200-8310A-IR4, 14-06-200-8310A-IR5, 14-06-200-8310A-IR6, 14-06-200-8310A-IR7, and 14-06-200-8310A-IR8, the current of which is hereinafter referred to as the Existing Contract, which provided for the continued water service to the Contractor from March 1, 2004, through February 28, 2006; and

[5.1] WHEREAS, in accordance with Article 5 (a) of Contract No. 14-06-200-8310A, and with the prior approval of the Contracting Officer, the Contractor entered into subcontracts

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for the resale and distribution of all of the Project Water under Contract No. 14-06-200-8310A with the Member Units, with an initial delivery date of January 1, 1981, and for the quantities set forth below:

Colusa County Water District for 5,965 acre-feet;

Cortina Water District for 1,700 acre-feet;

4-M Water District for 5,700 acre-feet;

Glenn Valley Water District for 1,730 acre-feet;

Holthouse Water District for 2,450 acre-feet;

La Grande Water District for 2,200 acre-feet;

Myers-Marsh Mutual Water Company for 255 acre-feet;

Westside Water District for 40,000 acre-feet; and

[5.2] WHEREAS, the Contractor and Westside Water District entered into a partial assignment on March 27, 2002, identified as Contract No. 14-06-200-8310X, to permanently assign to Westside Water District 40,000 acre-feet of the Project Water made available to the Contractor pursuant to Contract No. 14-06-200-8310A; and

[6th] WHEREAS, Section 3404(c) of the CVPIA provides for long-term renewal of the Existing Contract following completion of appropriate environmental documentation, including a programmatic environmental impact statement (PEIS) pursuant to the National Environmental Policy Act (NEPA), analyzing the direct and indirect impacts and benefits of implementing the CVPIA and the potential renewal of all existing contracts for Project Water; and

[7th] WHEREAS, the United States has completed the PEIS and all other appropriate environmental review necessary to provide for long-term renewal of the Existing Contract; and

[8th] WHEREAS, the Contractor has requested the long-term renewal of the Existing Contract, pursuant to the terms of the Existing Contract, Federal Reclamation law, and the laws of the State of California, for water service from the Project; and

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[9th] WHEREAS, the United States has determined that the Contractor has fulfilled all of its obligations under the Existing Contract; and

[10th] WHEREAS, the Contractor has demonstrated to the satisfaction of the Contracting Officer that the Contractor has utilized the Project Water supplies available to it for reasonable and beneficial use and, based upon a needs analysis cooperatively prepared by the Contracting Officer and the Contractor, has demonstrated projected future demand for water use that exceeds the Contract Total to be made available to it pursuant to this Contract; and

[11th] WHEREAS, water obtained from the Project has been relied upon by urban and agricultural areas within California for more than 50 years, and is considered by the Contractor as an essential portion of its water supply; and

[12th] WHEREAS, the economies of regions within the Project, including the Contractor's, depend upon the continued availability of water, including water service from the Project; and

[13th] WHEREAS, the Secretary intends through coordination, cooperation, and partnerships to pursue measures to improve water supply, water quality, and reliability of the Project for all Project purposes; and

[14th] WHEREAS, the mutual goals of the United States and the Contractor include: to provide for reliable Project Water supplies; to control costs of those supplies; to achieve repayment of the Project as required by law; to guard reasonably against Project Water shortages; to achieve a reasonable balance among competing demands for use of Project Water; and to comply with all applicable environmental statutes, all consistent with the legal obligations of the United States relative to the Project; and

[15th] WHEREAS, the parties intend by this Contract to develop a more cooperative relationship in order to achieve their mutual goals; and

[16th] WHEREAS, the United States and the Contractor are willing to enter into this Contract pursuant to Federal Reclamation law on the terms and conditions set forth below;

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NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is hereby mutually agreed by the parties hereto as follows:

DEFINITIONS

1. When used herein unless otherwise distinctly expressed, or manifestly incompatible with the intent of the parties as expressed in this Contract, the term:

(a) "Calendar Year" shall mean the period January 1 through December 31, both dates inclusive;

(b) "Charges" shall mean the payments required by Federal Reclamation law in addition to the Rates and Tiered Pricing Component specified in this Contract as determined annually by the Contracting Officer pursuant to this Contract;

(c) "Condition of Shortage" shall mean a condition respecting the Project during any Year such that the Contracting Officer is unable to deliver sufficient water to meet the Contract Total;

(d) "Contracting Officer" shall mean the Secretary of the Interior's duly authorized representative acting pursuant to this Contract or applicable Federal Reclamation law or regulation;

(e) "Contract Total" shall mean the maximum amount of water to which the Contractor is entitled under subdivision (a) of Article 3 of this Contract;

(f) "Contractor's Service Area" shall mean the area to which the Contractor is permitted to provide Project Water under this Contract as described in Exhibit "A" attached hereto, which may be modified from time to time in accordance with Article 35 of this Contract without amendment of this Contract;

(g) "CVPIA" shall mean the Central Valley Project Improvement Act, Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706);

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(h) "Eligible Lands" shall mean all lands to which Irrigation Water may be delivered in accordance with Section 204 of the Reclamation Reform Act of October 12, 1982 (96 Stat. 1263), as amended, hereinafter referred to as RRA;

(i) "Excess Lands" shall mean all lands in excess of the limitations contained in Section 204 of the RRA, other than those lands exempt from acreage limitation under Federal Reclamation law;

(j) "Full Cost Rate" shall mean an annual rate as determined by the Contracting Officer that shall amortize the expenditures for construction properly allocable to the Project irrigation or M&I functions, as appropriate, of facilities in service including all O&M deficits funded, less payments, over such periods as may be required under Federal Reclamation law, or applicable contract provisions. Interest will accrue on both the construction expenditures and funded O&M deficits from October 12, 1982, on costs outstanding at that date, or from the date incurred in the case of costs arising subsequent to October 12, 1982, and shall be calculated in accordance with subsections 202(3)(B) and (3)(C) of the RRA. The Full Cost Rate includes actual operation, maintenance, and replacement costs consistent with Section 426.2 of the Rules and Regulations for the RRA;

(k) "Ineligible Lands" shall mean all lands to which Irrigation Water may not be delivered in accordance with Section 204 of the RRA;

(l) "Irrigation Full Cost Water Rate" shall mean the Full Cost Rate applicable to the delivery of Irrigation Water;

(m) "Irrigation Water" shall mean water made available from the Project that is used primarily in the production of agricultural crops or livestock, including domestic use incidental thereto, and watering of livestock;

(n) "Landholder" shall mean a party that directly or indirectly owns or leases nonexempt land, as provided in 43 CFR 426.2;

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(o) "Member Unit" shall mean an entity within the Contractor's Service Area organized for the purpose of obtaining Project Water from the Canal Facilities and executing a subcontract with the Contractor for such a supply;

(p) "Municipal and Industrial (M&I) Water" shall mean Project Water, other than Irrigation Water, made available to the Contractor. M&I Water shall include water used for human use and purposes such as the watering of landscaping or pasture for animals (e.g., horses) which are kept for personal enjoyment or water delivered to land holdings operated in units of less than five acres, unless the Contractor establishes to the satisfaction of the Contracting Officer that the use of water delivered to any such landholding is a use described in subdivision (m) of this Article;

(q) "M&I Full Cost Water Rate" shall mean the Full Cost Rate applicable to the delivery of M&I Water;

(r) "Operation and Maintenance" or "O&M" shall mean normal and reasonable care, control, operation, repair, replacement (other than capital replacement), and maintenance of Project facilities;

(s) "Operating Non-Federal Entity" shall mean the Tehama-Colusa Canal Authority, its successors or assigns, a non-Federal entity which has the obligation to operate and maintain all or a portion of the Canal Facilities pursuant to an agreement with the United States, and which may have funding obligations with respect thereto;

(t) "Project" shall mean the Central Valley Project owned by the United States and managed by the Department of the Interior, Bureau of Reclamation;

(u) "Project Contractors" shall mean all parties who have water service contracts for Project Water from the Project with the United States pursuant to Federal Reclamation law;

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(v) "Project Water" shall mean all water that is developed, diverted, stored, or delivered by the Secretary in accordance with the statutes authorizing the Project and in accordance with the terms and conditions of water rights acquired pursuant to California law;

(w) "Rates" shall mean the payments determined annually by the Contracting Officer in accordance with the then-current applicable water ratesetting policies for the Project, as described in subdivision (a) of Article 7 of this Contract;

(x) "Recent Historic Average" shall mean the most recent five-year average of the final forecast of Water Made Available to the Contractor pursuant to this Contract or its preceding contract(s);

(y) "Secretary" shall mean the Secretary of the Interior, a duly appointed successor, or an authorized representative acting pursuant to any authority of the Secretary and through any agency of the Department of the Interior;

(z) "Tiered Pricing Component" shall be the incremental amount to be paid for each acre-foot of Water Delivered as described in subdivision (j) of Article 7 of this Contract;

(aa) "Water Delivered" or "Delivered Water" shall mean Project Water diverted for use by the Contractor at the point(s) of delivery approved by the Contracting Officer;

(bb) "Water Made Available" shall mean the estimated amount of Project Water that can be delivered to the Contractor for the upcoming Year as declared by the Contracting Officer, pursuant to subdivision (a) of Article 4 of this Contract;

(cc) "Water Scheduled" shall mean Project Water made available to the Contractor for which times and quantities for delivery have been established by the Contractor and Contracting Officer, pursuant to subdivision (b) of Article 4 of this Contract; and

(dd) "Year" shall mean the period from and including March 1 of each Calendar Year through the last day of February of the following Calendar Year.

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TERM OF CONTRACT

2. (a) This Contract shall be effective March 1, 2005, through February 28, 2030, and supersedes the Existing Contract. In the event the Contractor wishes to renew this Contract beyond February 28, 2030, the Contractor shall submit a request for renewal in writing to the Contracting Officer no later than two years prior to the date this Contract expires. The renewal of this Contract insofar as it pertains to the furnishing of Irrigation Water to the Contractor shall be governed by subdivision (b) of this Article, and the renewal of this Contract insofar as it pertains to the furnishing of M&I Water to the Contractor shall be governed by subdivision (c) of this Article.

(b) (1) Under terms and conditions of a renewal contract that are mutually agreeable to the parties hereto, and upon a determination by the Contracting Officer that at the time of contract renewal the conditions set forth in subdivision (b)(2) of this Article are met, and subject to Federal and State law, this Contract, insofar as it pertains to the furnishing of Irrigation Water to the Contractor, shall be renewed for a period of 25 years.

(2) The conditions which must be met for this Contract to be renewed are: (i) the Contractor and/or each Member Unit has prepared a water conservation plan that has been determined by the Contracting Officer in accordance with Article 26 of this Contract to meet the conservation and efficiency criteria for evaluating such plans established under Federal law; (ii) the Contractor and/or each Member Unit is implementing an effective water conservation and efficiency program based on the Contractor's and/or each Member Unit's water conservation plan as required by Article 26 of this Contract; (iii) the Contractor and/or each Member Unit is maintaining all water measuring devices and implementing all water measurement methods as approved by the Contracting Officer pursuant to Article 6 of this Contract; (iv) the Contractor and/or each Member Unit has reasonably and beneficially used the Project Water supplies made available to it and, based on projected demands, is reasonably anticipated and expects to fully utilize for reasonable and beneficial use the quantity of Project

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Water to be made available to it pursuant to such renewal; (v) the Contractor and/or each Member Unit is complying with all terms and conditions of this Contract; and (vi) the Contractor and/or each Member Unit has the physical and legal ability to deliver Project Water.

(3) The terms and conditions of the renewal contract described in subdivision (b)(1) of this Article and any subsequent renewal contracts shall be developed consistent with the parties' respective legal rights and obligations, and in consideration of all relevant facts and circumstances, as those circumstances exist at the time of renewal, including, without limitation, the Contractor's need for continued delivery of Project Water; environmental conditions affected by implementation of the Contract to be renewed, and specifically changes in those conditions that occurred during the life of the Contract to be renewed; the Secretary's progress toward achieving the purposes of the CVPIA as set out in Section 3402 and in implementing the specific provisions of the CVPIA; and current and anticipated economic circumstances of the region served by the Contractor.

(c) This Contract, insofar as it pertains to the furnishing of M&I Water to the Contractor, shall be renewed for successive periods of up to 40 years each, which periods shall be consistent with then-existing Reclamation-wide policy, under terms and conditions mutually agreeable to the parties and consistent with Federal and State law. The Contractor shall be afforded the opportunity to comment to the Contracting Officer on the proposed adoption and application of any revised policy applicable to the delivery of M&I Water that would limit the term of any subsequent renewal contract with the Contractor for the furnishing of M&I Water to less than 40 years.

(d) The Contracting Officer shall make a determination ten years after the date of execution of this Contract, and every five years thereafter during the term of this Contract, of whether a conversion of the relevant portion of this Contract to a contract under subsection 9(d) of the Reclamation Project Act of 1939 can be accomplished pursuant to the Act of July 2, 1956 (70 Stat. 483). The Contracting Officer shall also make a determination ten years

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after the date of execution of this Contract and every five years thereafter during the term of this contract of whether a conversion of the relevant portion of this Contract to a contract under subsection 9(c)(1) of the Reclamation Project Act of 1939 can be accomplished. Notwithstanding any provision of this Contract, the Contractor reserves and shall have all rights and benefits under the Act of July 2, 1956 (70 Stat. 483). The Contracting Officer anticipates that during the term of this Contract, all authorized Project construction expected to occur will have occurred, and on that basis the Contracting Officer agrees upon such completion to allocate all costs that are properly assignable to the Contractor, and agrees further that, at any time after such allocation is made, and subject to satisfaction of the condition set out in this subdivision, this Contract shall, at the request of the Contractor, be converted to a contract under subsection 9(d) or 9(c)(1), whichever is applicable, of the Reclamation Project Act of 1939, subject to applicable Federal law and under stated terms and conditions mutually agreeable to the Contractor and the Contracting Officer. A condition for such conversion to occur shall be a determination by the Contracting Officer that, account being taken of the amount credited to return by the Contractor as provided for under Federal Reclamation law, the remaining amount of construction costs assignable for ultimate return by the Contractor can probably be repaid to the United States within the term of a contract under subsection 9(d) or 9(c)(1), whichever is applicable. If the remaining amount of costs that are properly assignable to the Contractor cannot be determined during the term of this Contract, the Contracting Officer shall notify the Contractor, and provide the reason(s) why such a determination could not be made. Further, the Contracting Officer shall make such a determination as soon thereafter as possible so as to permit, upon request of the Contractor and satisfaction of the condition set out above, conversion to a contract under subsection 9(d) or 9(c)(1), whichever is applicable. In the event such determination of costs has not been made at a time which allows conversion of this Contract during the term of this Contract or the Contractor has not requested conversion of this Contract within such term, the parties shall incorporate in any subsequent renewal contract as described in

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subdivision (b) of this Article a provision that carries forth in substantially identical terms the provisions of this subdivision.

WATER TO BE MADE AVAILABLE AND DELIVERED TO THE CONTRACTOR

3. (a) During each Year, consistent with all applicable State water rights, permits, and licenses, Federal law, and subject to the provisions set forth in Articles 11 and 12 of this Contract, the Contracting Officer shall make available for delivery to the Contractor 20,000 acre-feet of Project Water for irrigation and M&I purposes. Water Delivered to the Contractor in accordance with this subdivision shall be scheduled and paid for pursuant to the provisions of Articles 4 and 7 of this Contract.

(b) Because the capacity of the Project to deliver Project Water has been constrained in recent years and may be constrained in the future due to many factors including hydrologic conditions and implementation of Federal and State laws, the likelihood of the Contractor actually receiving the amount of Project Water set out in subdivision (a) of this Article in any given Year is uncertain. The Contracting Officer's modeling referenced in the PEIS projected that the Contract Total set forth in this Contract will not be available to the Contractor in many years. During the most recent five years, the Recent Historic Average of water made available to the Contractor was 18,400 acre-feet. Nothing in subdivision (b) of this Article shall affect the rights and obligations of the parties under any provision of this Contract.

(c) The Contractor shall utilize the Project Water in accordance with all applicable legal requirements.

(d) The Contractor shall make reasonable and beneficial use of all water furnished pursuant to this Contract. Groundwater recharge programs (direct, indirect, or in lieu), groundwater banking programs, surface water storage programs, and other similar programs utilizing Project Water or other water furnished pursuant to this Contract conducted within the Contractor's Service Area which are consistent with applicable State law and result in use consistent with Federal Reclamation law will be allowed; Provided, That any direct recharge

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program(s) is (are) described in each Member Unit's water conservation plan submitted pursuant to Article 26 of this Contract; Provided, further, That such water conservation plan demonstrates sufficient lawful uses exist in the Contractor's Service Area so that using a long-term average, the quantity of Delivered Water is demonstrated to be reasonable for such uses and in compliance with Federal Reclamation law. Groundwater recharge programs, groundwater banking programs, surface water storage programs, and other similar programs utilizing Project Water or other water furnished pursuant to this Contract conducted outside the Contractor's Service Area may be permitted upon written approval of the Contracting Officer, which approval will be based upon environmental documentation, Project Water rights, and Project operational concerns. The Contracting Officer will address such concerns in regulations, policies, or guidelines.

(e) The Contractor shall comply with requirements applicable to the Contractor in biological opinion(s) prepared as a result of a consultation regarding the execution of this Contract undertaken pursuant to Section 7 of the Endangered Species Act of 1973 (ESA), as amended, that are within the Contractor's legal authority to implement. The Existing Contract, which evidences in excess of 22 years of diversions for irrigation and/or M&I purposes of the quantities of water provided in subdivision (a) of Article 3 of this Contract, will be considered in developing an appropriate baseline for biological assessment(s) prepared pursuant to the ESA, and any other needed environmental review. Nothing herein shall be construed to prevent the Contractor from challenging or seeking judicial relief in a court of competent jurisdiction with respect to any biological opinion or other environmental documentation referred to in this Article.

(f) As soon as possible following each declaration of Water Made Available under Article 4 of this Contract, the Contracting Officer will make a determination whether Project Water, or other water available to the Project, can be made available to the Contractor in addition to the Contract Total under Article 3 of this Contract during the Year without adversely

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impacting other Project Contractors. At the request of the Contractor, the Contracting Officer will consult with the Contractor prior to making such a determination. If the Contracting Officer determines that Project Water, or other water available to the Project, can be made available to the Contractor, the Contracting Officer will announce the availability of such water and shall so notify the Contractor as soon as practical. The Contracting Officer will thereafter meet with the Contractor and other Project Contractors capable of taking such water to determine the most equitable and efficient allocation of such water. If the Contractor requests the delivery of any quantity of such water, the Contracting Officer shall make such water available to the Contractor in accordance with applicable statutes, regulations, guidelines, and policies.

(g) The Contractor may request permission to reschedule for use during the subsequent Year some or all of the Water Made Available to the Contractor during the current Year referred to as "carryover." The Contractor may request permission to use during the current Year a quantity of Project Water which may be made available by the United States to the Contractor during the subsequent Year referred to as "preuse." The Contracting Officer's written approval may permit such uses in accordance with applicable statutes, regulations, guidelines, and policies.

(h) The Contractor's right pursuant to Federal Reclamation law and applicable State law to the reasonable and beneficial use of Water Delivered pursuant to this Contract during the term thereof and any subsequent renewal contracts, as described in Article 2 of this Contract, during the terms thereof shall not be disturbed so long as the Contractor shall fulfill all of its obligations under this Contract and any renewals thereof. Nothing in the preceding sentence shall affect the Contracting Officer's ability to impose shortages under Article 11 or subdivision (b) of Article 12 of this Contract or applicable provisions of any subsequent renewal contracts.

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(i) Project Water furnished to the Contractor pursuant to this Contract may be delivered for other than irrigation or M&I purposes upon written approval by the Contracting Officer in accordance with the terms and conditions of such approval.

(j) The Contracting Officer shall make reasonable efforts to protect the water rights necessary for the Project and to provide the water available under this Contract. The Contracting Officer shall not object to participation by the Contractor, in the capacity and to the extent permitted by law, in administrative proceedings related to the Project Water rights; Provided, That the Contracting Officer retains the right to object to the substance of the Contractor's position in such a proceeding; Provided further, That in such proceedings the Contracting Officer shall recognize the Contractor has a legal right under the terms of this Contract to use Project Water.

TIME FOR DELIVERY OF WATER

4. (a) On or about February 20 of each Calendar Year, the Contracting Officer shall announce the Contracting Officer's expected declaration of the Water Made Available. Such declaration will be expressed in terms of both Water Made Available and the Recent Historic Average and will be updated monthly, and more frequently if necessary, based on then-current operational and hydrologic conditions and a new declaration with changes, if any, to the Water Made Available will be made. The Contracting Officer shall provide forecasts of Project operations and the basis of the estimate, with relevant supporting information, upon the written request of the Contractor. Concurrently with the declaration of the Water Made Available, the Contracting Officer shall provide the Contractor with the updated Recent Historic Average.

(b) On or before each March 1 and at such other times as necessary, the Contractor shall, or, if so provided by subcontract with a Member Unit, a Member Unit shall submit to the Contracting Officer a written schedule, satisfactory to the Contracting Officer, showing the monthly quantities of Project Water to be delivered by the United States to the Contractor pursuant to this Contract for the Year commencing on such March 1. The

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Contracting Officer shall use all reasonable means to deliver Project Water according to the approved schedule for the Year commencing on such March 1.

(c) The Contractor, or, if so provided by subcontract with a Member Unit, a Member Unit shall not schedule Project Water in excess of the quantity of Project Water the Contractor intends to put to reasonable and beneficial use within the Contractor's Service Area or to sell, transfer, or exchange pursuant to Article 9 of this Contract during any Year.

(d) Subject to the conditions set forth in subdivision (a) of Article 3 of this Contract, the United States shall deliver Project Water to the Contractor in accordance with the initial schedule submitted by the Contractor or Member Unit pursuant to subdivision (b) of this Article, or any written revision(s), satisfactory to the Contracting Officer, thereto submitted within a reasonable time prior to the date(s) on which the requested change(s) is/are to be implemented.

POINT OF DIVERSION AND RESPONSIBILITY FOR DISTRIBUTION OF WATER

5. (a) Project Water scheduled pursuant to subdivision (b) of Article 4 of this Contract shall be delivered to the Contractor at approved turnouts on the Canal Facilities and any additional point or points of delivery either on Project facilities or another location or locations mutually agreed to in writing by the Contracting Officer and the Contractor.

(b) The Contracting Officer, either directly or through its written agreement(s) with the Operating Non-Federal Entity/Entities shall make all reasonable efforts to maintain sufficient flows and levels in the Project facilities to deliver Project Water to the Contractor at specific turnouts established pursuant to subdivision (a) of this Article. The parties acknowledge that it may be necessary from time to time to shut down some or all of Project facilities for maintenance or emergencies. Except in the case of emergency, the Contracting Officer shall consult with the Contractor to schedule the shutdown at such times and for such duration as will allow for the work to be accomplished completely and efficiently, and with a minimum of

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disruption of water service to the Contractor. In this regard, shutdowns will, to the extent reasonably possible, be limited to the months of December and January.

(c) The Contractor shall deliver Irrigation Water in accordance with any applicable land classification provisions of Federal Reclamation law and the associated regulations. The Contractor shall not deliver Project Water to land outside the Contractor's Service Area unless approved in advance by the Contracting Officer.

(d) All Water Delivered to the Contractor pursuant to this Contract shall be measured and recorded with equipment furnished, installed, operated, and maintained by the United States or the Operating Non-Federal Entity/Entities at the point or points of delivery established pursuant to subdivision (a) of this Article. Upon the request of either party to this Contract, the Contracting Officer shall investigate, or cause to be investigated by the responsible Operating Non-Federal Entity/Entities, the accuracy of such measurements and shall take any necessary steps to adjust any errors appearing therein. For any period of time when accurate measurements have not been made, the Contracting Officer shall consult with the Contractor and the responsible Operating Non-Federal Entity/Entities prior to making a final determination of the quantity delivered for that period of time.

(e) Neither the Contracting Officer nor any Operating Non-Federal Entity/Entities shall be responsible for the control, carriage, handling, use, disposal, or distribution of Water Delivered to the Contractor pursuant to this Contract beyond the delivery points specified in subdivision (a) of this Article. The Contractor shall indemnify the United States, its officers, employees, agents, and assigns on account of damage or claim of damage of any nature whatsoever for which there is legal responsibility, including property damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such Water Delivered beyond such delivery points, except for any damage or claim arising out of (i) acts or omissions of the Contracting Officer or any of its officers, employees, agents, or assigns, including the Operating Non-Federal Entity/Entities, with

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the intent of creating the situation resulting in any damage or claim, (ii) willful misconduct of the Contracting Officer or any of its officers, employees, agents, or assigns, including the Operating Non-Federal Entity/Entities, (iii) negligence of the Contracting Officer or any of its officers, employees, agents, or assigns including the Operating Non-Federal Entity/Entities, or (iv) damage or claims resulting from a malfunction of facilities owned and/or operated by the United States or responsible Operating Non-Federal Entity/Entities.

MEASUREMENT OF WATER WITHIN THE CONTRACTOR'S SERVICE AREA

6. (a) The Contractor has established a measuring program satisfactory to the Contracting Officer. The Contractor shall ensure that all surface water delivered for irrigation purposes within the Contractor's Service Area is measured at each agricultural turnout and such water delivered for M&I purposes is measured at each M&I service connection. The water measuring devices or water measuring methods of comparable effectiveness must be acceptable to the Contracting Officer. The Contractor shall be responsible for installing, operating, and maintaining and repairing all such measuring devices and implementing all such water measuring methods at no cost to the United States. The Contractor shall use the information obtained from such water measuring devices or water measuring methods to ensure its proper management of the water, to bill water users for water delivered by the Contractor; and, if applicable, to record water delivered for M&I purposes by customer class as defined in the Member Unit's water conservation plan provided for in Article 26 of this Contract. Nothing herein contained, however, shall preclude the Contractor from establishing and collecting any charges, assessments, or other revenues authorized by California law. The Contractor shall include a summary of all its annual surface water deliveries in the annual report described in subdivision (c) of Article 26.

(b) To the extent the information has not otherwise been provided, upon execution of this Contract, the Contractor shall provide to the Contracting Officer a written report describing the measurement devices or water measuring methods being used or to be used

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to implement subdivision (a) of this Article and identifying the agricultural turnouts and the M&I service connections or alternative measurement programs approved by the Contracting Officer, at which such measurement devices or water measuring methods are being used, and, if applicable, identifying the locations at which such devices and/or methods are not yet being used including a time schedule for implementation at such locations. The Contracting Officer shall advise the Contractor in writing within 60 days as to the adequacy and necessary modifications, if any, of the measuring devices or water measuring methods identified in the Contractor's report and if the Contracting Officer does not respond in such time, they shall be deemed adequate. If the Contracting Officer notifies the Contractor that the measuring devices or methods are inadequate, the parties shall within 60 days following the Contracting Officer's response, negotiate in good faith the earliest practicable date by which the Contractor shall modify said measuring devices and/or measuring methods as required by the Contracting Officer to ensure compliance with subdivision (a) of this Article.

(c) All new surface water delivery systems installed within the Contractor's Service Area after the effective date of this Contract shall also comply with the measurement provisions described in subdivision (a) of this Article.

(d) The Contractor shall inform the Contracting Officer and the State of California in writing by April 30 of each Year of the monthly volume of surface water delivered within the Contractor's Service Area during the previous Year.

(e) The Contractor shall inform the Contracting Officer and the Operating Non-Federal Entity on or before the 20th calendar day of each month of the quantity of Irrigation and M&I Water taken during the preceding month.

RATES AND METHOD OF PAYMENT FOR WATER

7. (a) The Contractor shall pay the United States as provided in this Article for all Delivered Water at Rates, Charges, and the Tiered Pricing Component established in accordance with (i) the Secretary's ratesetting policy for Irrigation Water adopted in 1988 and

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the Secretary's then-existing ratesetting policy for M&I Water. Such ratesetting policies shall be amended, modified, or superseded only through a public notice and comment procedure; (ii) applicable Federal Reclamation law and associated rules and regulations, or policies; and (iii) other applicable provisions of this Contract. Payments shall be made by cash transaction, electronic funds transfer, or any other mechanism as may be agreed to in writing by the Contractor and the Contracting Officer. The Rates, Charges, and Tiered Pricing Component applicable to the Contractor upon execution of this Contract are set forth in Exhibits "B-1 through B-7" for subcontracts with the Member Units identified in said exhibits, as may be revised annually. For subcontracts with Member Units other than those identified in the said exhibits, Rates, Charges, and Tiered Pricing Component will be developed as necessary and will automatically become exhibits hereto as though fully set forth herein.

(b) The Contracting Officer shall notify the Contractor of the Rates, Charges, and Tiered Pricing Component as follows:

(1) Prior to July 1 of each Calendar Year, the Contracting Officer shall provide the Contractor an estimate of the Charges for Project Water that will be applied to the period October 1, of the current Calendar Year, through September 30, of the following Calendar Year, and the basis for such estimate. The Contractor shall be allowed not less than two months to review and comment on such estimates. On or before September 15 of each Calendar Year, the Contracting Officer shall notify the Contractor in writing of the Charges to be in effect during the period October 1 of the current Calendar Year, through September 30, of the following Calendar Year, and such notification shall revise Exhibits "B-1" through "B-7" and any additional exhibits.

(2) Prior to October 1 of each Calendar Year, the Contracting Officer shall make available to the Contractor an estimate of the Rates and Tiered Pricing Component for Project Water for the following Year and the computations and cost allocations upon which those Rates are based. The Contractor shall be allowed not less than two months to review and

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comment on such computations and cost allocations. By December 31 of each Calendar Year, the Contracting Officer shall provide the Contractor with the final Rates and Tiered Pricing Component to be in effect for the upcoming Year, and such notification shall revise Exhibits "B-1" through "B-7" and any additional exhibits.

(c) At the time the Contractor submits the initial schedule for the delivery of Project Water for each Year pursuant to subdivision (b) of Article 4 of this Contract, the Contractor shall make an advance payment to the United States equal to the total amount payable pursuant to the applicable Rate(s) set under subdivision (a) of this Article, for the Project Water scheduled to be delivered pursuant to this Contract during the first two calendar months of the Year. Before the end of the first month and before the end of each calendar month thereafter, the Contractor shall make an advance payment to the United States, at the Rate(s) set under subdivision (a) of this Article, for the Water Scheduled to be delivered pursuant to this Contract during the second month immediately following. Adjustments between advance payments for Water Scheduled and payments at Rates due for Water Delivered shall be made before the end of the following month; Provided, That any revised schedule submitted by the Contractor pursuant to Article 4 of this Contract which increases the amount of Water Delivered pursuant to this Contract during any month shall be accompanied with appropriate advance payment, at the Rates then in effect, to assure that Project Water is not delivered to the Contractor in advance of such payment. In any month in which the quantity of Water Delivered to the Contractor pursuant to this Contract equals the quantity of Water Scheduled and paid for by the Contractor, no additional Project Water shall be delivered to the Contractor unless and until an advance payment at the Rates then in effect for such additional Project Water is made. Final adjustment between the advance payments for the Water Scheduled and payments for the quantities of Water Delivered during each Year pursuant to this Contract shall be made as soon as practicable but no later than April 30th of the following Year, or 60 days after the delivery of Project Water carried

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over under subdivision (g) of Article 3 of this Contract if such water is not delivered by the last day of February.

(d) The Contractor shall also make a payment in addition to the Rate(s) in subdivision (c) of this Article to the United States for Water Delivered, at the Charges and the appropriate Tiered Pricing Component then in effect, before the end of the month following the month of delivery; Provided, That the Contractor may be granted an exception from the Tiered Pricing Component pursuant to subdivision (j)(2) of this Article. The payments shall be consistent with the quantities of Irrigation Water and M&I Water Delivered as shown in the water delivery report for the subject month prepared by the Operating Non-Federal Entity/Entities or, if there is no Operating Non-Federal Entity/Entities, by the Contracting Officer. The water delivery report shall be deemed a bill for the payment of Charges and the applicable Tiered Pricing Component for Water Delivered. Adjustment for overpayment or underpayment of Charges shall be made through the adjustment of payments due to the United States for Charges for the next month. Any amount to be paid for past due payment of Charges and the Tiered Pricing Component shall be computed pursuant to Article 20 of this Contract.

(e) The Contractor shall pay for any Water Delivered under subdivision (a), (f), or (g) of Article 3 of this Contract as determined by the Contracting Officer pursuant to applicable statutes, associated regulations, any applicable provisions of guidelines or ratesetting policies; Provided, That the Rate for Water Delivered under subdivision (f) of Article 3 of this Contract shall be no more than the otherwise applicable Rate for Irrigation Water or M&I Water under subdivision (a) of this Article.

(f) Payments to be made by the Contractor to the United States under this Contract may be paid from any revenues available to the Contractor.

(g) All revenues received by the United States from the Contractor relating to the delivery of Project Water or the delivery of non-Project water through Project facilities shall

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be allocated and applied in accordance with Federal Reclamation law and the associated rules or regulations, and the then-current Project ratesetting policies for M&I Water or Irrigation Water.

(h) The Contracting Officer shall keep its accounts pertaining to the administration of the financial terms and conditions of its long-term contracts, in accordance with applicable Federal standards, so as to reflect the application of Project costs and revenues. The Contracting Officer shall, each Year upon request of the Contractor, provide to the Contractor a detailed accounting of all Project and Contractor expense allocations, the disposition of all Project and Contractor revenues, and a summary of all water delivery information. The Contracting Officer and the Contractor shall enter into good faith negotiations to resolve any discrepancies or disputes relating to accountings, reports, or information.

(i) The parties acknowledge and agree that the efficient administration of this Contract is their mutual goal. Recognizing that experience has demonstrated that mechanisms, policies, and procedures used for establishing Rates, Charges, and Tiered Pricing Components, and/or for making and allocating payments, other than those set forth in this Article may be in the mutual best interest of the parties, it is expressly agreed that the parties may enter into agreements to modify the mechanisms, policies, and procedures for any of those purposes while this Contract is in effect without amending this Contract.

(j) (1) Beginning at such time as deliveries of Project Water in a Year exceed 80 percent of the quantity of Project Water under subcontract with each Member Unit, then before the end of the month following the month of delivery the Contractor shall make an additional payment to the United States equal to the applicable Tiered Pricing Component. The Tiered Pricing Component for the amount of Water Delivered in excess of 80 percent of the quantity of Project Water under subcontract with each Member Unit, but less than or equal to 90 percent of the quantity of Project Water under subcontract with each Member Unit, shall equal one-half of the difference between the Rate established under subdivision (a) of this Article and the Irrigation Full Cost Water Rate or M&I Full Cost Water Rate, whichever is applicable. The

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Tiered Pricing Component for the amount of Water Delivered which exceeds 90 percent of the quantity of Project Water under subcontract with each Member Unit shall equal the difference between (i) the Rate established under subdivision (a) of this Article and (ii) the Irrigation Full Cost Water Rate or M&I Full Cost Water Rate, whichever is applicable. For all Water Delivered pursuant to subdivision (a) of Article 3 of this Contract which is in excess of 80 percent of the quantity of Project Water under subcontract with each Member Unit, this increment shall be deemed to be divided between Irrigation Water and M&I Water in the same proportion as actual deliveries of each bear to the cumulative total Water Delivered.

(2) Subject to the Contracting Officer's written approval, the Contractor may request and receive an exemption from such Tiered Pricing Components for Project Water delivered to produce a crop which the Contracting Officer determines will provide significant and quantifiable habitat values for waterfowl in fields where the water is used and the crops are produced; Provided, That the exemption from the Tiered Pricing Component for Irrigation Water shall apply only if such habitat values can be assured consistent with the purposes of the CVPIA through binding agreements executed with or approved by the Contracting Officer prior to use of such water.

(3) For purposes of determining the applicability of the Tiered Pricing Component pursuant to this Article, Water Delivered shall include Project Water that each Member Unit transfers to others but shall not include Project Water transferred to each Member Unit, nor shall it include the additional water provided to the Contractor and/or each Member Unit under the provisions of subdivision (f) of Article 3 of this Contract.

(k) For the term of this Contract, Rates under the respective ratesetting policies will be established to recover only reimbursable O&M (including any deficits) and capital costs of the Project, as those terms are used in the then-current Project ratesetting policies, and interest, where appropriate, except in instances where a minimum Rate is applicable in accordance with the relevant Project ratesetting policy. Changes of significance in practices

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which implement the Contracting Officer's ratesetting policies will not be implemented until the Contracting Officer has provided the Contractor an opportunity to discuss the nature, need, and impact of the proposed change.

(l) Except as provided in subsections 3405(a)(1)(B) and 3405(f) of the CVPIA, the Rates for Project Water transferred by each Member Unit shall be each Member Unit's Rates adjusted upward or downward to reflect the changed costs, if any, incurred by the Contracting Officer in the delivery of the transferred Project Water to the transferee's point of delivery in accordance with the then applicable Project ratesetting policy. If each Member Unit is receiving lower Rates and Charges because of inability to pay and is transferring Project Water to another entity whose Rates and Charges are not adjusted due to inability to pay, the Rates and Charges for transferred Project Water shall will not be adjusted to reflect the Member's inability to pay.

(m) Pursuant to the Act of October 27, 1986 (100 Stat. 3050), the Contracting Officer is authorized to adjust determinations of ability to pay every five years.

(n) With respect to the Rates for M&I Water, the Contractor asserts that it is not legally obligated to repay any Project deficits claimed by the United States to have accrued as of the date of this Contract or deficit-related interest charges thereon. By entering into this Contract, the Contractor does not waive any legal rights or remedies that it may have with respect to such disputed issues. Notwithstanding the execution of this Contract, and payments made hereunder, the Contractor may challenge in the appropriate administrative or judicial forums: (1) the existence, computation, or imposition of any deficit charges accruing during the term of the Existing Contract and any preceding interim renewal contracts, if applicable; (2) interest accruing on any such deficits; (3) the inclusion of any such deficit charges or interest in the Rates; (4) the application by the United States of payments made by the Contractor under its Existing Contract and any preceding interim renewal contracts, if applicable; and (5) the application of such payments in the Rates. The Contracting Officer agrees that the Contractor

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shall be entitled to the benefit of any administrative or judicial ruling in favor of any other Project M&I contractor on any of these issues, and credits for payments heretofore made, Provided, That the basis for such ruling is applicable to the Contractor.

NON-INTEREST BEARING OPERATION AND MAINTENANCE DEFICITS

8. The Contractor and the Contracting Officer concur that, as of the effective date of this Contract, the Contractor has no non-interest bearing O&M deficits and shall have no further liability therefor.

SALES, TRANSFERS, OR EXCHANGES OF WATER

9. (a) The right to receive Project Water provided for in this Contract may be sold, transferred, or exchanged to others for reasonable and beneficial uses within the State of California if such sale, transfer, or exchange is authorized by applicable Federal and State laws, and applicable guidelines or regulations then in effect. No sale, transfer, or exchange of Project Water under this Contract may take place without the prior written approval of the Contracting Officer, except as provided for in subdivision (b) of this Article, and no such sales, transfers, or exchanges shall be approved absent all appropriate environmental documentation, including but not limited to documents prepared pursuant to NEPA and ESA. Such environmental documentation should include, as appropriate, an analysis of groundwater impacts and economic and social effects, including environmental justice, of the proposed water transfers on both the transferor and transferee.

(b) In order to facilitate efficient water management by means of water transfers of the type historically carried out among Project Contractors located within the same geographical area and to allow the Contractor to participate in an accelerated water transfer program during the term of this Contract, the Contracting Officer shall prepare, as appropriate, necessary environmental documentation including, but not limited to, documents prepared pursuant to NEPA and ESA, analyzing annual transfers within such geographical areas and the Contracting Officer shall determine whether such transfers comply with applicable law.

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Following the completion of the environmental documentation, such transfers addressed in such documentation shall be conducted with advance notice to the Contracting Officer, but shall not require prior written approval by the Contracting Officer. Such environmental documentation and the Contracting Officer's compliance determination shall be reviewed every five years and updated, as necessary, prior to the expiration of the then-existing five-year period. All subsequent environmental documentation shall include an alternative to evaluate not less than the quantity of Project Water historically transferred within the same geographical area.

(c) For a water transfer to qualify under subdivision (b) of this Article, such water transfer must: (i) be for irrigation purposes for lands irrigated within the previous three years, for M&I use, groundwater recharge, groundwater banking, similar groundwater activities, surface water storage, or fish and wildlife resources; not lead to land conversion; and be delivered to established cropland, wildlife refuges, groundwater basins or M&I use; (ii) occur within a single Year; (iii) occur between a willing seller and a willing buyer; (iv) convey water through existing facilities with no new construction or modifications to facilities and be between existing Project Contractors and/or the Contractor and the United States, Department of the Interior; and (v) comply with all applicable Federal, State, and local or tribal laws and requirements imposed for protection of the environment and Indian Trust Assets, as defined under Federal law.

(d) For the purpose of determining whether Section 3405(a)(1)(M) of the CVPIA applies to the Contractor or a Member Unit as a transferor or transferee of Project Water, the Contracting Officer acknowledges that the Contractor or a Member Unit is within a county, watershed, or other area of origin, as those terms are utilized under California law, of water that constitutes the natural flow of the Sacramento River and its tributaries above the confluence of the American and Sacramento Rivers.

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APPLICATION OF PAYMENTS AND ADJUSTMENTS

10. (a) The amount of any overpayment by the Contractor of the Contractor's O&M, capital, and deficit (if any) obligations for the Year shall be applied first to any current liabilities of the Contractor arising out of this Contract then due and payable. Overpayments of more than $1,000 shall be refunded at the Contractor's request. In lieu of a refund, any amount of such overpayment, at the option of the Contractor, may be credited against amounts to become due to the United States by the Contractor. With respect to overpayment, such refund or adjustment shall constitute the sole remedy of the Contractor or anyone having or claiming to have the right to the use of any of the Project Water supply provided for herein. All credits and refunds of overpayments shall be made within 30 days of the Contracting Officer obtaining direction as to how to credit or refund such overpayment in response to the notice to the Contractor that it has finalized the accounts for the Year in which the overpayment was made.

(b) All advances for miscellaneous costs incurred for work requested by the Contractor pursuant to Article 25 of this Contract shall be adjusted to reflect the actual costs when the work has been completed. If the advances exceed the actual costs incurred, the difference will be refunded to the Contractor. If the actual costs exceed the Contractor's advances, the Contractor will be billed for the additional costs pursuant to Article 25.

TEMPORARY REDUCTIONS--RETURN FLOWS

11. (a) Subject to: (i) the authorized purposes and priorities of the Project and the requirements of Federal law; and (ii) the obligations of the United States under existing contracts, or renewals thereof, providing for water deliveries from the Project, the Contracting Officer shall make all reasonable efforts to optimize Project Water deliveries to the Contractor as provided in this Contract.

(b) The Contracting Officer or Operating Non-Federal Entity/Entities may temporarily discontinue or reduce the quantity of Water Delivered to the Contractor as herein provided for the purposes of investigation, inspection, maintenance, repair, or replacement of any

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of the Project facilities or any part thereof necessary for the delivery of Project Water to the Contractor, but so far as feasible the Contracting Officer or Operating Non-Federal Entity will give the Contractor due notice in advance of such temporary discontinuance or reduction, except in case of emergency, in which case no notice need be given; Provided, That the United States shall use its best efforts to avoid any discontinuance or reduction in such service. Upon resumption of service after such reduction or discontinuance, and if requested by the Contractor, the United States will, if possible, deliver the quantity of Project Water which would have been delivered hereunder in the absence of such discontinuance or reduction.

(c) The United States reserves the right to all seepage and return flow water derived from Water Delivered to the Contractor hereunder which escapes or is discharged beyond the Contractor's Service Area; Provided, That this shall not be construed as claiming for the United States any right to seepage or return flow being put to reasonable and beneficial use pursuant to this Contract within the Contractor's Service Area by the Contractor or those claiming by, through, or under the Contractor.

CONSTRAINTS ON THE AVAILABILITY OF WATER

12. (a) In its operation of the Project, the Contracting Officer will use all reasonable means to guard against a Condition of Shortage in the quantity of water to be made available to the Contractor pursuant to this Contract. In the event the Contracting Officer determines that a Condition of Shortage appears probable, the Contracting Officer will notify the Contractor of said determination as soon as practicable.

(b) If there is a Condition of Shortage because of errors in physical operations of the Project, drought, other physical causes beyond the control of the Contracting Officer or actions taken by the Contracting Officer to meet legal obligations then, except as provided in subdivision (a) of Article 18 of this Contract, no liability shall accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom.

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(c) In any Year in which there may occur a shortage for any of the reasons specified in subdivision (b) above, the Contracting Officer shall apportion the available Project Water supply among the Contractor and others entitled, under existing contracts and future contracts (to the extent such future contracts are permitted under subsections (a) and (b) of Section 3404 of the CVPIA) and renewals thereof, to receive Project Water consistent with the contractual obligations of the United States.

(d) Project Water furnished under this long-term renewal contract will be allocated in accordance with the then-existing Project M&I Water Shortage Policy. Such policy shall be amended, modified, or superseded only through a public notice and comment procedure.

UNAVOIDABLE GROUNDWATER PERCOLATION

13. To the extent applicable, the Contractor shall not be deemed to have delivered Irrigation Water to Excess Lands or Ineligible Lands within the meaning of this Contract if such lands are irrigated with groundwater that reaches the underground strata as an unavoidable result of the delivery of Irrigation Water by the Contractor to Eligible Lands.

RULES AND REGULATIONS

14. The parties agree that the delivery of Irrigation Water or use of Federal facilities pursuant to this Contract is subject to Federal Reclamation law, including but not limited to the Reclamation Reform Act of 1982 (43 U.S.C.390aa et seq.), as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal Reclamation law.

WATER AND AIR POLLUTION CONTROL

15. The Contractor, in carrying out this Contract, shall comply with all applicable water and air pollution laws and regulations of the United States and the State of California, and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

QUALITY OF WATER

16. (a) Project facilities used to deliver Project Water to the Contractor pursuant to this Contract shall be operated and maintained to enable the United States to deliver Project

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Water to the Contractor in accordance with the water quality standards specified in subsection 2(b) of the Act of August 26, 1937 (50 Stat. 865), as added by Section 101 of the Act of October 27, 1986 (100 Stat. 3050) or other existing Federal laws. The United States is under no obligation to construct or furnish water treatment facilities to maintain or to improve the quality of Water Delivered to the Contractor pursuant to this Contract. The United States does not warrant the quality of Water Delivered to the Contractor pursuant to this Contract.

(b) The O&M of Project facilities shall be performed in such manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable as determined by the Contracting Officer. The Contractor shall be responsible for compliance with all State and Federal water quality standards applicable to surface and subsurface agricultural drainage discharges generated through the use of Federal or Contractor facilities or Project Water provided by the Contractor within the Contractor's Service Area.

WATER ACQUIRED BY THE CONTRACTOR OTHER THAN FROM THE UNITED STATES

17. (a) Water or water rights now owned or hereafter acquired by the Contractor other than from the United States and Irrigation Water furnished pursuant to the terms of this Contract may be simultaneously transported through the same distribution facilities of the Contractor subject to the following: (i) if the facilities utilized for commingling Irrigation Water and non-Project water were constructed without funds made available pursuant to Federal Reclamation law, the provisions of Federal Reclamation law will be applicable only to the Landholders of lands which receive Irrigation Water; (ii) the eligibility of land to receive Irrigation Water must be established through the certification requirements as specified in the Acreage Limitation Rules and Regulations (43 CFR Part 426); (iii) the water requirements of Eligible Lands within the Contractor's Service Area can be established and the quantity of Irrigation Water to be utilized is less than or equal to the quantity necessary to irrigate such Eligible Lands; and (iv) if the facilities utilized for commingling Irrigation Water and

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non-Project water are/were constructed with funds made available pursuant to Federal Reclamation law, the non-Project water will be subject to the acreage limitation provisions of Federal Reclamation law, unless the Contractor pays to the United States the incremental fee described in 43 CFR 426.15. In determining the incremental fee, the Contracting Officer will calculate annually the cost to the Federal Government, including interest, on storing or delivering non-Project water, which for purposes of this Contract shall be determined as follows: The quotient shall be the unpaid distribution system costs divided by the total irrigable acreage within the Contractor's Service Area. The incremental fee per acre is the mathematical result of such quotient times the interest rate determined using Section 202 (3) of the Act of October 12, 1982 (96 Stat. 1263). Such incremental fee will be charged to each acre of excess or full cost land within the Contractor's Service Area that receives non-Project water through Federally financed or constructed facilities. The incremental fee calculation methodology will continue during the term of this Contract absent the promulgation of a contrary Reclamation-wide rule, regulation, or policy adopted after the Contractor has been afforded the opportunity to review and comment on the proposed rule, regulation, or policy. If such rule, regulation, or policy is adopted it shall supersede this provision.

(b) Water or water rights now owned or hereafter acquired by the Contractor, other than from the United States, may be stored, conveyed, and/or diverted through Project facilities, subject to the completion of appropriate environmental documentation, with the approval of the Contracting Officer and the execution of any contract determined by the Contracting Officer to be necessary, consistent with the following provisions:

(1) The Contractor may introduce non-Project water into Project facilities and deliver said water to lands within the Contractor's Service Area, including Ineligible Lands, subject to payment to the United States and/or to any applicable Operating Non-Federal Entity of an appropriate rate as determined by the applicable Project ratesetting

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policy, the RRA, and the Project use power policy, if such Project use power policy is applicable, each as amended, modified, or superseded from time to time.

(2) Delivery of such non-Project water in and through Project facilities shall only be allowed to the extent such deliveries do not: (i) interfere with other Project purposes as determined by the Contracting Officer; (ii) reduce the quantity or quality of water available to other Project Contractors; (iii) interfere with the delivery of contractual water entitlements to any other Project Contractors; or (iv) interfere with the physical maintenance of the Project facilities.

(3) Neither the United States nor the Operating Non-Federal Entity shall be responsible for control, care, or distribution of the non-Project water before it is introduced into or after it is delivered from the Project facilities. The Contractor hereby releases and agrees to defend and indemnify the United States and the Operating Non-Federal Entity, and their respective officers, agents, and employees, from any claim for damage to persons or property, direct or indirect, resulting from the acts of the Contractor, its officers', employees', agents', or assigns', act(s) in (i) extracting or diverting non-Project water from any source, or (ii) diverting such non-Project water into Project facilities.

(4) Diversion of such non-Project water into Project facilities shall be consistent with all applicable laws, and if involving groundwater, consistent with any applicable groundwater management plan for the area from which it was extracted.

(5) After Project purposes are met, as determined by the Contracting Officer, the United States and the Contractor shall share priority to utilize the remaining capacity of the facilities declared to be available by the Contracting Officer for conveyance and transportation of non-Project water prior to any such remaining capacity being made available to non-Project contractors.

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OPINIONS AND DETERMINATIONS

18. (a) Where the terms of this Contract provide for actions to be based upon the opinion or determination of either party to this Contract, said terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or determinations. Both parties, notwithstanding any other provisions of this Contract, expressly reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious, or unreasonable opinion or determination. Each opinion or determination by either party shall be provided in a timely manner. Nothing in subdivision (a) of Article 18 of this Contract is intended to or shall affect or alter the standard of judicial review applicable under Federal law to any opinion or determination implementing a specific provision of Federal law embodied in statute or regulation.

(b) The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with the provisions of this Contract, the laws of the United States and of the State of California, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Contractor to the extent reasonably practicable.

COORDINATION AND COOPERATION

19. (a) In order to further their mutual goals and objectives, the Contracting Officer and the Contractor shall communicate, coordinate, and cooperate with each other, and with other affected Project Contractors, in order to improve the operation and management of the Project. The communication, coordination, and cooperation regarding operations and management shall include, but not be limited to, any action which will or may materially affect the quantity or quality of Project Water supply, the allocation of Project Water supply, and Project financial matters including, but not limited to, budget issues. The communication, coordination, and cooperation provided for hereunder shall extend to all provisions of this

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Contract. Each party shall retain exclusive decision making authority for all actions, opinions, and determinations to be made by the respective party.

(b) Within 120 days following the effective date of this Contract, the Contractor, other affected Project Contractors, and the Contracting Officer shall arrange to meet with interested Project Contractors to develop a mutually agreeable, written Project-wide process, which may be amended as necessary separate and apart from this Contract. The goal of this process shall be to provide, to the extent practicable, the means of mutual communication and interaction regarding significant decisions concerning Project operation and management on a real-time basis.

(c) In light of the factors referred to in subdivision (b) of Article 3 of this Contract, it is the intent of the Secretary to improve water supply reliability. To carry out this intent:

(1) The Contracting Officer will, at the request of the Contractor, assist in the development of integrated resource management plans for the Contractor. Further, the Contracting Officer will, as appropriate, seek authorizations for implementation of partnerships to improve water supply, water quality, and reliability.

(2) The Secretary will, as appropriate, pursue program and project implementation and authorization in coordination with Project Contractors to improve the water supply, water quality, and reliability of the Project for all Project purposes.

(3) The Secretary will coordinate with Project Contractors and the State of California to seek improved water resource management.

(4) The Secretary will coordinate actions of agencies within the Department of the Interior that may impact the availability of water for Project purposes.

(5) The Contracting Officer shall periodically, but not less than annually, hold division level meetings to discuss Project operations, division level water management activities, and other issues as appropriate.

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(d) Without limiting the contractual obligations of the Contracting Officer under the other Articles of this Contract, nothing in this Article shall be construed to limit or constrain the Contracting Officer's ability to communicate, coordinate, and cooperate with the Contractor or other interested stakeholders or to make decisions in a timely fashion as needed to protect health, safety, or the physical integrity of structures or facilities.

CHARGES FOR DELINQUENT PAYMENTS

20. (a) The Contractor shall be subject to interest, administrative and penalty charges on delinquent installments or payments. When a payment is not received by the due date, the Contractor shall pay an interest charge for each day the payment is delinquent beyond the due date. When a payment becomes sixty (60) days delinquent, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. When a payment is delinquent ninety (90) days or more, the Contractor shall pay an additional penalty charge of six (6%) percent per year for each day the payment is delinquent beyond the due date. Further, the Contractor shall pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of one-half of one (0.5%) percent per month prescribed by Section 6 of the Reclamation Project Act of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received, the amount received shall be applied, first to the penalty, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

EQUAL OPPORTUNITY

21. During the performance of this Contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of payment or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

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(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

22. (a) The obligation of the Contractor to pay the United States as provided in this Contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of individual water users in their obligations to the Contractor.

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(b) The payment of charges becoming due hereunder is a condition precedent to receiving benefits under this Contract. The United States shall not make water available to the Contractor through Project facilities during any period in which the Contractor may be in arrears in the advance payment of water rates due the United States. The Contractor shall not furnish water made available pursuant to this Contract for lands or parties which are in arrears in the advance payment of water rates levied or established by the Contractor.

(c) With respect to subdivision (b) of this Article, the Contractor shall have no obligation to require advance payment for water rates which it levies.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

23. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(b) These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation. By executing this Contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(c) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this Article, and that the United States reserves the right to seek judicial enforcement thereof.

PRIVACY ACT COMPLIANCE

24. (a) The Contractor shall comply with the Privacy Act of 1974 (5 U.S.C. 552a) (the Act) and the Department of the Interior rules and regulations under the Act (43 CFR 2.45 et seq.) in maintaining Landholder acreage certification and reporting records, required to be submitted to the Contractor for compliance with Sections 206 and 228 of the Reclamation Reform Act of 1982 (96 Stat. 1266), and pursuant to 43 CFR 426.18.

(b) With respect to the application and administration of the criminal penalty provisions of the Act (5 U.S.C. 552a(i)), the Contractor and the Contractor's employees responsible for maintaining the certification and reporting records referenced in (a) above are considered to be employees of the Department of the Interior. See 5 U.S.C. 552a(m).

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(c) The Contracting Officer or a designated representative shall provide the Contractor with current copies of the Interior Department Privacy Act regulations and the Bureau of Reclamation Federal Register Privacy Act System of Records Notice (Acreage Limitation--Interior, Reclamation-31) which govern the maintenance, safeguarding, and disclosure of information contained in the Landholder's certification and reporting records.

(d) The Contracting Officer shall designate a full-time employee of the Bureau of Reclamation to be the System Manager who shall be responsible for making decisions on denials pursuant to 43 CFR 2.61 and 2.64 amendment requests pursuant to 43 CFR 2.72. The Contractor is authorized to grant requests by individuals for access to their own records.

(e) The Contractor shall forward promptly to the System Manager each proposed denial of access under 43 CFR 2.64; and each request for amendment of records filed under 43 CFR 2.71; notify the requester accordingly of such referral; and provide the System Manager with information and records necessary to prepare an appropriate response to the requester. These requirements do not apply to individuals seeking access to their own certification and reporting forms filed with the Contractor pursuant to 43 CFR 426.18, unless the requester elects to cite the Privacy Act as a basis for the request.

CONTRACTOR TO PAY CERTAIN MISCELLANEOUS COSTS

25. In addition to all other payments to be made by the Contractor pursuant to this Contract, the Contractor shall pay to the United States, within 60 days after receipt of a bill and detailed statement submitted by the Contracting Officer to the Contractor for such specific items of direct cost incurred by the United States for work requested by the Contractor associated with this Contract plus indirect costs in accordance with applicable Bureau of Reclamation policies and procedures. All such amounts referred to in this Article shall not exceed the amount agreed to in writing in advance by the Contractor. This Article shall not apply to costs for routine contract administration.

WATER CONSERVATION

26. (a) Prior to the delivery of water provided from or conveyed through Federally constructed or Federally financed facilities pursuant to this Contract, each Member Unit which has a subcontract shall be implementing an effective water conservation and efficiency program based on the Member Unit's water conservation plan that has been determined by the Contracting Officer to meet the conservation and efficiency criteria for evaluating water conservation plans established under Federal law. The water conservation and

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efficiency program shall contain definite water conservation objectives, appropriate economically feasible water conservation measures, and time schedules for meeting those objectives. Continued Project Water delivery pursuant to this Contract shall be contingent upon the Member Unit's continued implementation of such water conservation program. In the event the Member Unit's water conservation plan or any revised water conservation plan completed pursuant to subdivision (d) of Article 26 of this Contract have not yet been determined by the Contracting Officer to meet such criteria, due to circumstances which the Contracting Officer determines are beyond the control of the Member Unit, water deliveries shall be made under this Contract so long as the Member Unit diligently works with the Contracting Officer to obtain such determination at the earliest practicable date, and thereafter the Member Unit immediately begins implementing its water conservation and efficiency program in accordance with the time schedules therein.

(b) Should the amount of M&I Water delivered pursuant to subdivision (a) of Article 3 of this Contract equal or exceed 2,000 acre-feet per Year, the Member Unit shall implement the Best Management Practices identified by the time frames issued by the California Urban Water Conservation Council for such M&I Water unless any such practice is determined by the Contracting Officer to be inappropriate for the Member Unit.

(c) The Member Unit shall submit to the Contracting Officer a report on the status of its implementation of the water conservation plan on the reporting dates specified in the then existing conservation and efficiency criteria established under Federal law.

(d) At five-year intervals, the Contractor shall revise its water conservation plan to reflect the then-current conservation and efficiency criteria for evaluating water conservation plans established under Federal law and submit such revised water management plan to the Contracting Officer for review and evaluation. The Contracting Officer will then determine if the water conservation plan meets Reclamation's then-current conservation and efficiency criteria for evaluating water conservation plans established under Federal law.

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(e) If the Contractor is engaged in direct groundwater recharge, such activity shall be described in the Contractor's water conservation plan.

EXISTING OR ACQUIRED WATER OR WATER RIGHTS

27. Except as specifically provided in Article 17 of this Contract, the provisions of this Contract shall not be applicable to or affect non-Project water or water rights now owned or hereafter acquired by the Contractor or any user of such water within the Contractor's Service Area. Any such water shall not be considered Project Water under this Contract. In addition, this Contract shall not be construed as limiting or curtailing any rights which the Contractor or any water user within the Contractor's Service Area acquires or has available under any other contract pursuant to Federal Reclamation law.

OPERATION AND MAINTENANCE BY OPERATING NON-FEDERAL ENTITY

28. (a) The O&M of a portion of the Project facilities which serve the Contractor, and responsibility for funding a portion of the costs of such O&M, have been transferred to the Operating Non-Federal Entity by separate agreement between the United States and the Operating Non-Federal Entity. That separate agreement shall not interfere with or affect the rights or obligations of the Contractor or the United States hereunder.

(b) The Contracting Officer has previously notified the Contractor in writing that the O&M of a portion of the Project facilities which serve the Contractor has been transferred to the Operating Non-Federal Entity, and therefore, the Contractor shall pay directly to the Operating Non-Federal Entity, or to any successor approved by the Contracting Officer under the terms and conditions of the separate agreement between the United States and the Operating Non-Federal Entity described in subdivision (a) of this Article, all rates, charges, or assessments of any kind, including any assessment for reserve funds, which the Operating Non-Federal Entity or such successor determines, sets, or establishes for the O&M of the portion of the Project facilities operated and maintained by the Operating Non-Federal Entity or such successor. Such direct payments to the Operating Non-Federal Entity or such successor shall not

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relieve the Contractor of its obligation to pay directly to the United States the Contractor's share of the Project Rates, Charges, and Tiered Pricing Component(s) except to the extent the Operating Non-Federal Entity collects payments on behalf of the United States in accordance with the separate agreement identified in subdivision (a) of this Article.

(c) For so long as the O&M of any portion of the Project facilities serving the Contractor is performed by the Operating Non-Federal Entity, or any successor thereto, the Contracting Officer shall adjust those components of the Rates for Water Delivered under this Contract representing the cost associated with the activity being performed by the Operating Non-Federal Entity or its successor.

(d) In the event the O&M of the Project facilities operated and maintained by the Operating Non-Federal Entity is reassumed by the United States during the term of this Contract, the Contracting Officer shall so notify the Contractor, in writing, and present to the Contractor a revised Exhibit "B" which shall include the portion of the Rates to be paid by the Contractor for Project Water under this Contract representing the O&M costs of the portion of such Project facilities which have been reassumed. The Contractor shall, thereafter, in the absence of written notification from the Contracting Officer to the contrary, pay the Rates, Charges, and Tiered Pricing Component(s) specified in the revised Exhibit "B" directly to the United States in compliance with Article 7 of this Contract.

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

29. The expenditure or advance of any money or the performance of any obligation of the United States under this Contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this Contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

BOOKS, RECORDS, AND REPORTS

30. (a) The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including: the Contractor's financial transactions, water supply data, and Project land and right-of-way agreements; the water users' land-use (crop census), land ownership, land-leasing and water use

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data; and other matters that the Contracting Officer may require. Reports thereon shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this Contract shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this Contract.

(b) Notwithstanding the provisions of subdivision (a) of this Article, no books, records, or other information shall be requested from the Contractor by the Contracting Officer unless such books, records, or information are reasonably related to the administration or performance of this Contract. Any such request shall allow the Contractor a reasonable period of time within which to provide the requested books, records, or information.

(c) At such time as the Contractor provides information to the Contracting Officer pursuant to subdivision (a) of this Article, a copy of such information shall be provided to the Operating Non-Federal Entity.

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

31. (a) The provisions of this Contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein shall be valid until approved in writing by the Contracting Officer.

(b) The assignment of any right or interest in this Contract by either party shall not interfere with the rights or obligations of the other party to this Contract absent the written concurrence of said other party.

(c) The Contracting Officer shall not unreasonably condition or withhold his approval of any proposed assignment.

SEVERABILITY

32. In the event that a person or entity who is neither (i) a party to a Project contract, nor (ii) a person or entity that receives Project Water from a party to a Project contract, nor (iii) an association or other form of organization whose primary function is to represent parties to Project contracts, brings an action in a court of competent jurisdiction challenging the legality or enforceability of a provision included in this Contract and said person, entity, association, or organization obtains a final court decision holding that such provision is legally invalid or

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unenforceable and the Contractor has not intervened in that lawsuit in support of the plaintiff(s), the parties to this Contract shall use their best efforts to (i) within 30 days of the date of such final court decision identify by mutual agreement the provisions in this Contract which must be revised, and (ii) within three months thereafter promptly agree on the appropriate revision(s). The time periods specified above may be extended by mutual agreement of the parties. Pending the completion of the actions designated above, to the extent it can do so without violating any applicable provisions of law, the United States shall continue to make the quantities of Project Water specified in this Contract available to the Contractor pursuant to the provisions of this Contract which were not found to be legally invalid or unenforceable in the final court decision.

RESOLUTION OF DISPUTES

33. Should any dispute arise concerning any provisions of this Contract, or the parties' rights and obligations thereunder, the parties shall meet and confer in an attempt to resolve the dispute. Prior to the Contractor commencing any legal action, or the Contracting Officer referring any matter to Department of Justice, the party shall provide to the other party 30 days' written notice of the intent to take such action; Provided, That such notice shall not be required where a delay in commencing an action would prejudice the interests of the party that intends to file suit. During the 30-day notice period, the Contractor and the Contracting Officer shall meet and confer in an attempt to resolve the dispute. Except as specifically provided, nothing herein is intended to waive or abridge any right or remedy that the Contractor or the United States may have.

OFFICIALS NOT TO BENEFIT

34. No Member of or Delegate to Congress, Resident Commissioner, or official of the Contractor shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.

CHANGES IN CONTRACTOR'S SERVICE AREA

35. (a) While this Contract is in effect, no change may be made in the Contractor's Service Area, by inclusion or exclusion of lands, dissolution, consolidation, merger, or otherwise, except upon the Contracting Officer's written consent.

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(b) Within 30 days of receipt of a request for such a change, the Contracting Officer will notify the Contractor of any additional information required by the Contracting Officer for processing said request, and both parties will meet to establish a mutually agreeable schedule for timely completion of the process. Such process will analyze whether the proposed change is likely to: (i) result in the use of Project Water contrary to the terms of this Contract; (ii) impair the ability of the Contractor to pay for Project Water furnished under this Contract or to pay for any Federally-constructed facilities for which the Contractor is responsible; and (iii) have an impact on any Project Water rights applications, permits, or licenses. In addition, the Contracting Officer shall comply with the NEPA and the ESA. The Contractor will be responsible for all costs incurred by the Contracting Officer in this process, and such costs will be paid in accordance with Article 25 of this Contract.

FEDERAL LAWS

36. By entering into this Contract, the Contractor does not waive its rights to contest the validity or application in connection with the performance of the terms and conditions of this Contract of any Federal law or regulation; Provided, That the Contractor agrees to comply with the terms and conditions of this Contract unless and until relief from application of such Federal law or regulation to the implementing provision of the Contract is granted by a court of competent jurisdiction.

NOTICES

37. Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Area Manager, Bureau of Reclamation, Northern California Area Office, 16349 Shasta Dam Boulevard, Shasta Lake, California 96019, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Board of Supervisors of the County of Colusa, 546 Jay Street, Colusa, California 95932. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.

CONFIRMATION OF CONTRACT

38. The Contractor, after the execution of this Contract, shall promptly seek to secure a decree of a court of competent jurisdiction of the State of California, confirming the execution

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of this Contract. The Contractor shall furnish the United States a certified copy of the final decree, the validation proceedings, and all pertinent supporting records of the court approving and confirming this Contract, and decreeing and adjudging it to be lawful, valid, and binding on the Contractor.

CONTRACTS WITH MEMBER UNITS–RESALE OF WATER

39. The Contractor may enter into subcontracts with Member Units for the resale and distribution of water furnished pursuant to this Contract within the Contractor's Service Area. Each such Member Unit subcontract shall be subject to the obligations and limitations imposed, and to the rights granted, by this Contract and shall so provide. The terms and conditions of each Member Unit's subcontract shall be approved by the Contracting Officer prior to the execution of such Member Unit subcontract, which approval shall be limited to a determination that the subcontract is consistent with the provisions of this Contract. Nothing herein or therein contained shall be deemed in any way to release the Contractor from its primary liability to the United States hereunder with respect to each and all of the obligations undertaken by the Contractor in this Contract.

Attachment: Reclamation Contract 14-06-200-8310A-LTR1 CVWP Water Allocation (6456 : Resolution of Intent to Sell Contract Water)

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

THE UNITED STATES OF AMERICA

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
OFFICE OF REGIONAL SOLICITOR
DEPARTMENT OF THE INTERIOR

By: _____
Regional Director, Mid-Pacific Region
Bureau of Reclamation

(SEAL)

COUNTY OF COLUSA

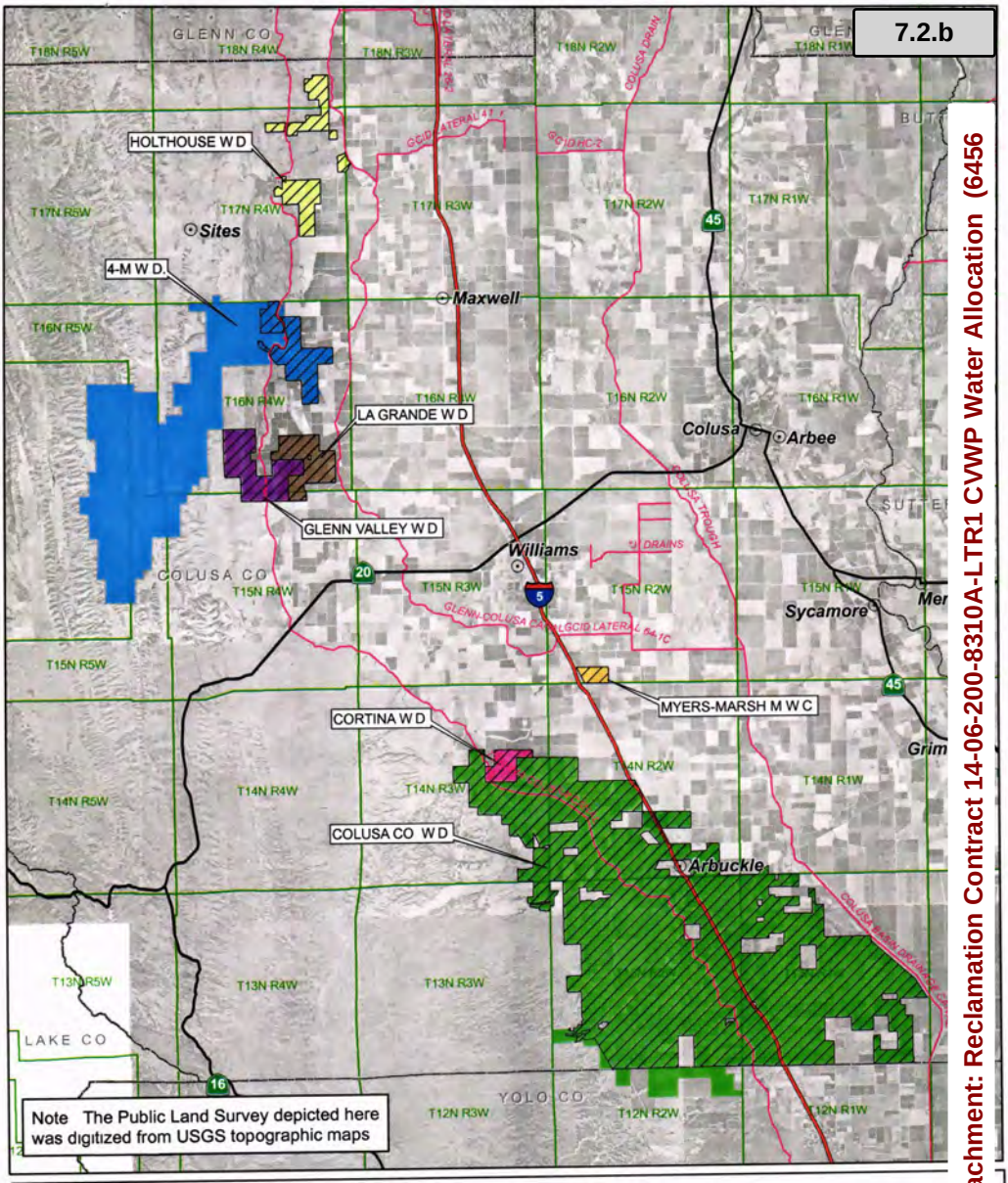
By: _____
Chairperson of the Board of Supervisors

Attest:

By: _____
Secretary of the Board of Supervisors

(H:\public\Willows Final LTRC's\2005-01-31 County of Colusa Final LTRC Draft Contract.doc)

Attachment: Reclamation Contract 14-06-200-8310A-LTR1 CVWP Water Allocation (6456 : Resolution of Intent to Sell Contract Water)



County of Colusa

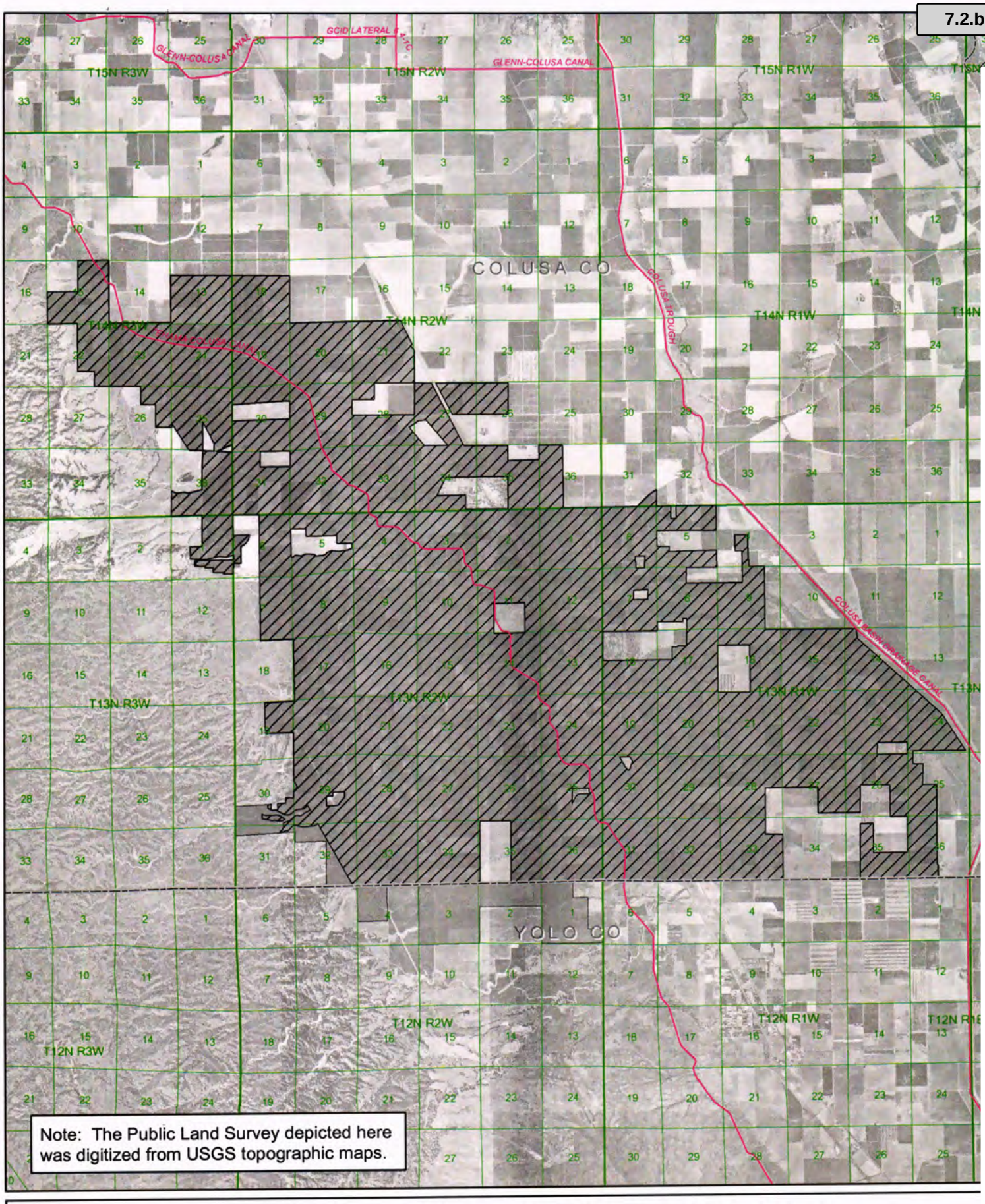
Contractor's Service Area

Contract No. 14-06-200-8310A-LTR1
Exhibit A

Date: November 16, 2004
File Name: N:\districts\contracts\cnty_of_colusa\cnty_of_colusa.mxd

0 2.5 5 Miles

Attachment: Reclamation Contract 14-06-200-8310A-LTR1 CVWP Water Allocation (6456



Colusa County Water District

Contractor's Service Area

District Boundary

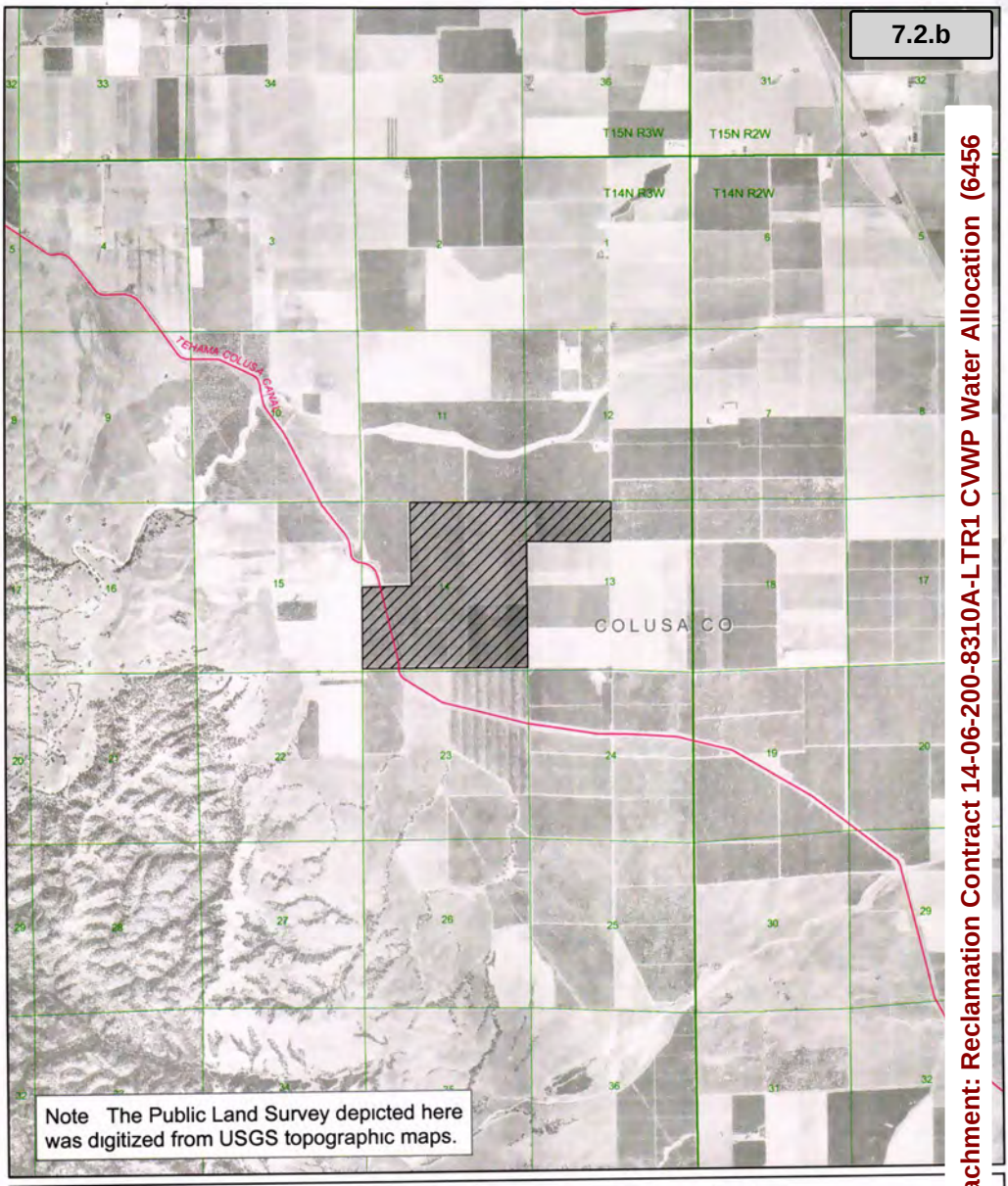
Contract No. 1-07-20-W0220-R-1

Exhibit A

Date: November 16, 2004
File Name: N:\districts\contracts\colusa\colusa_subcontr.mxd

0 2.5 5 Miles

Attachment: Reclamation Contract 14-06-200-8310A-LTR1 CVWP Water Allocation (6456 : Resolution of Intent to Sell Contract Water)



Note The Public Land Survey depicted here was digitized from USGS topographic maps.

Cortina Water District

Contractor's Service Area

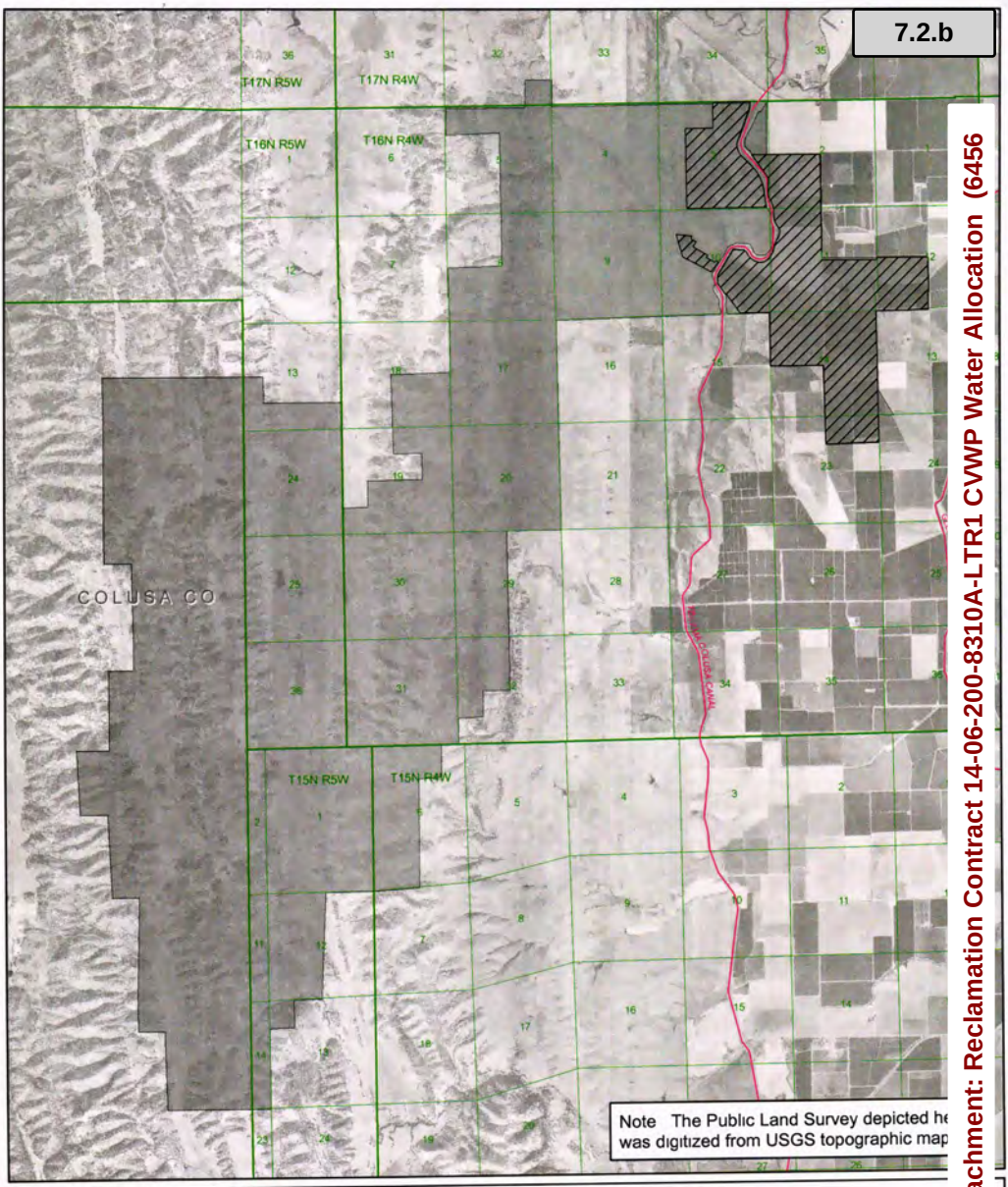
District Boundary

Contract No. 0-07-20-W0206-R-1
Exhibit A

0 0.5 1 2 Miles

Date: November 17 2004
File Name: N:\districts\contracts\cortina_wd\cortina_subcontr.mxd

Attachment: Reclamation Contract 14-06-200-8310A-LTR1 CVWP Water Allocation (6456



4-M Water District

Contractor's Service Area

District Boundary

Contract No. 0-07-20-W0183-R-1

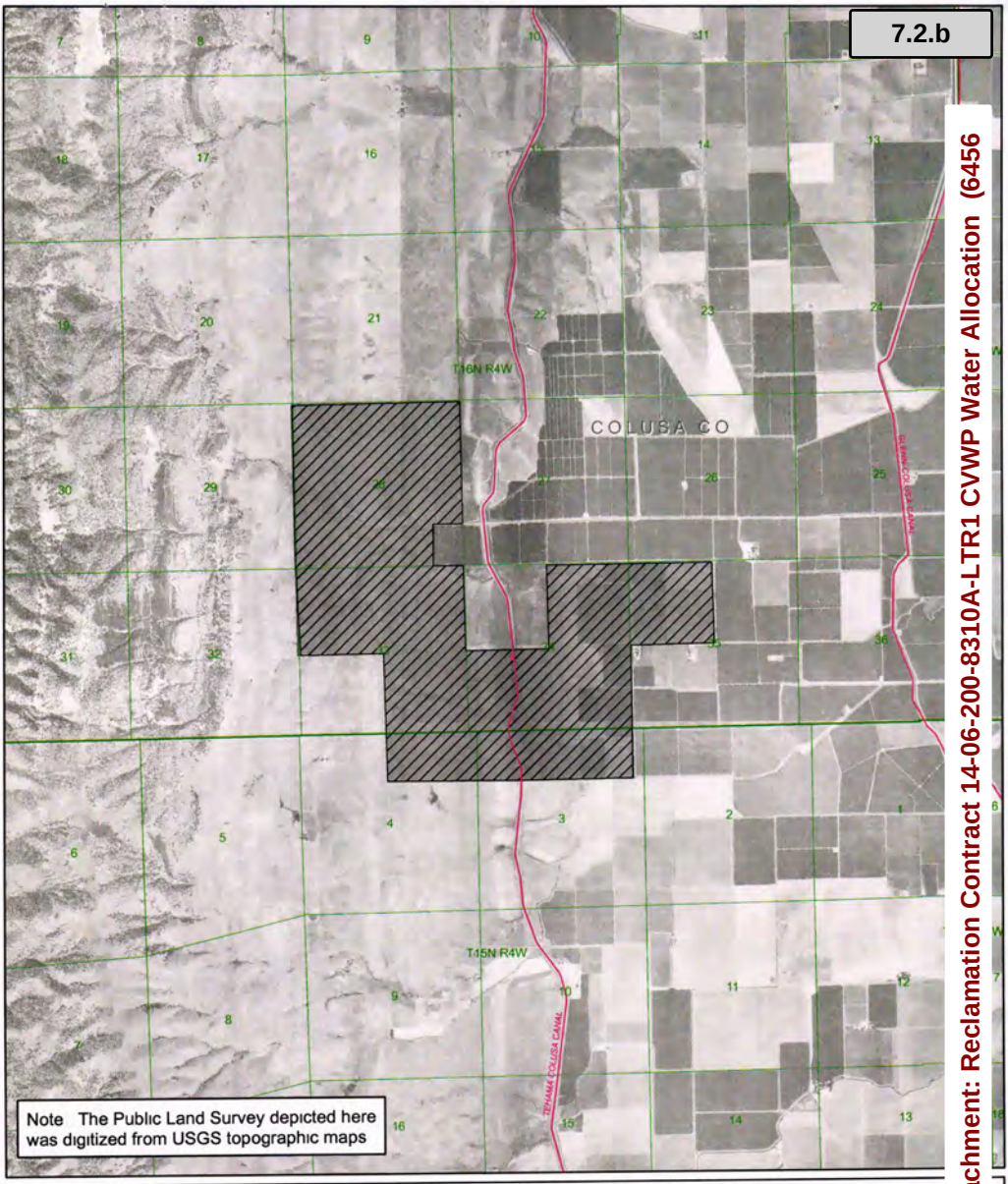
Exhibit A

Miles

0 0.5 1 2 3

Date: November 17 2004
File Name: N:\districts\contracts\four_m4M_subcontr.mxd

Attachment: Reclamation Contract 14-06-200-8310A-LTR1 CVWP Water Allocation (6456



Glenn Valley Water District

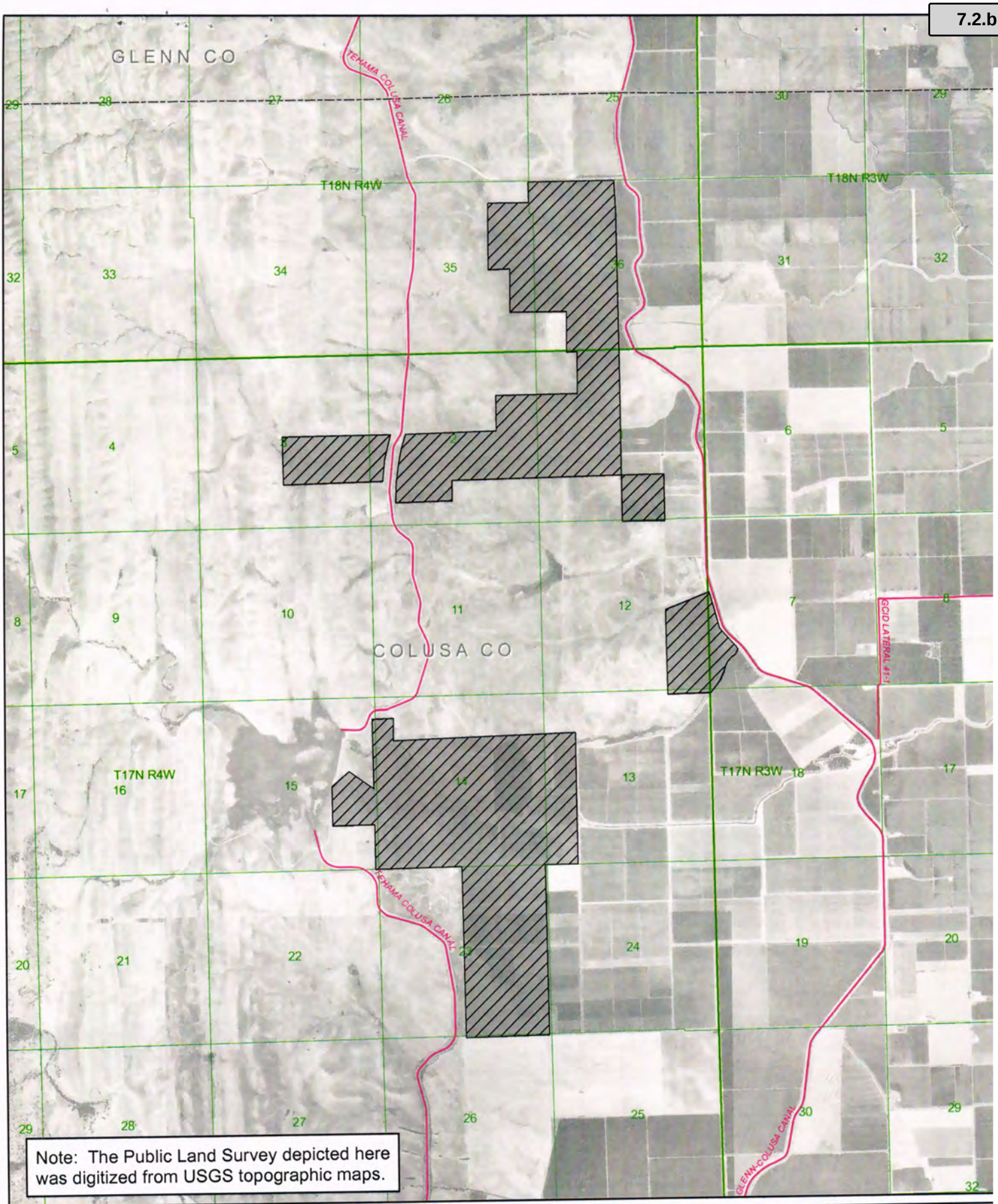
Contractor's Service Area

District Boundary

Contract No. 1-07-20-W0219-R-1
Exhibit A

Miles
0 0.5 1 2

Date: November 17 2004
File Name: N:\districts\contracts\glenn_valley\glenn_valley_subcontr.mxd



Holthouse Water District

Contractor's Service Area

District Boundary

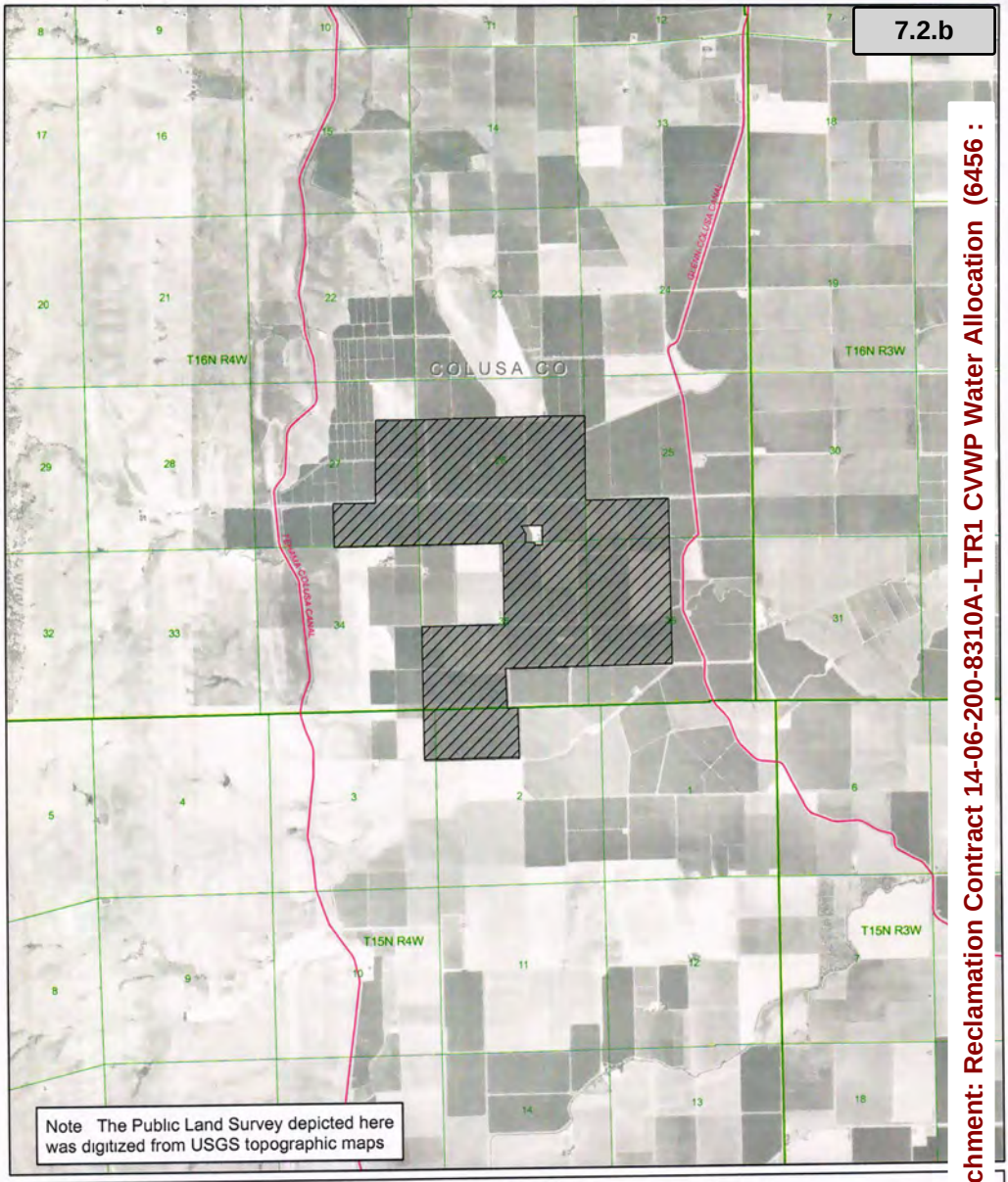
Contract No. 1-07-20-W0224-R-1

Exhibit A

0 0.5 1 2 Miles

Date November 17, 2004
File Name N:\districts\contracts\holthouse_wd\holthouse_subcontr.mxd

Attachment: Reclamation Contract 14-06-200-8310A-LTR1 CVWP Water Allocation (6456 : Resolution of Intent to Sell Contract Water)



La Grande Water District

Contract No. 0-07-20-W0190-R-1
Exhibit A

Contractor's Service Area
District Boundary

0 0.5 1 2 Miles

Date: November 17 2004
File Name: N:\districts\contracts\la_grande_wd\la_grande_subcontr.mxd

Attachment: Reclamation Contract 14-06-200-8310A-LTR1 CVWP Water Allocation (6456 :

Myers-Marsh M.W.C.

Contractor's Service Area

District Boundary

Contract No. 1-07-20-W0225-R-1
Exhibit A

Date: November 17, 2004
File Name: N:\districts\contracts\myers_marsh\myers_marsh_subcontr.mxd

Attachment: Reclamation Contract 14-06-200-8310A-LTR1 CVWP Water Allocation (6456 : Resolution of Intent to Sell Contract Water)

Contract No. 14-06-200-8310A-LTR1

EXHIBIT B-1

COUNTY OF COLUSA
(Colusa County Water District)
2005 Water Rates and Charges per Acre-Foot

	Cost of Service		Calculated Payment Capacity 1/
	Irrigation	M&I	Irrigation
COST OF SERVICE RATES:			
Capital Rates	$13.30	$ 7.65	$ 0.00
O&M Rates:			
Water Marketing	6.61	3.89	6.61
Storage	5.93	6.67	5.93
Direct Pumping	4.07	4.07	4.07
Deficit Rates:			
Interest Bearing	0.66	0.28	0.66
CFO/PRF Adj. Rate 3/	1.84	0.47	1.84
TOTAL	$32.41	$23.03	$19.11
IRRIGATION FULL-COST RATES:			
Section 202(3) Rate is applicable to a Qualified Recipient or to a Limited Recipient receiving irrigation water on or before October 1, 1981.	$80.11		$80.11
Section 205(a)(3) Rate is applicable to a Limited Recipient that did not receive irrigation water on or before October 1, 1981.	$106.10		$106.10
M&I FULL COST RATE:		$	
TIERED PRICING COMPONENTS:			
Tiered Pricing Component >80% <=90% of Contract Total [Full Cost Rate – COS Rate / 2]	$	$	$
Tiered Pricing Component >90% of Contract Total [Full Cost Rate – COS Rate]	$	$	$
CHARGES UNDER P.L. 102-575 TO THE RESTORATION FUND 2/			
Restoration Payments (3407(d)(2)(A))	$ 7.93	$15.87	$ 0.00

1/ Established pursuant to the results of the Payment Capacity Analysis for the Tehama-Colusa Water Users Association Service Area as announced by letter dated February 10, 1995.

2/ Restoration fund charges are payments in addition to the water rates and were determined pursuant to Title XXXIV of Public Law 102-575. Restoration fund charges are on a fiscal year basis (10/1 - 9/30).

3/ Chief Financial Officer (CFO) adjustment and Provision for Replacement (PFR) expense is being distributed over a 5-year period beginning in FY 2003 for those contractors that requested those costs be deferred.

Recent Historic Use, as defined in the CVP M&I Water Shortage Policy, is _____ acre-feet.

Attachment: Reclamation Contract 14-06-200-8310A-LTR1 CVWP Water Allocation (6456 : Resolution of Intent to Sell Contract Water)

Contract No. 14-06-200-8310A-LTR1

EXHIBIT B-2

COUNTY OF COLUSA
(Cortina Water District)
2005 Water Rates and Charges per Acre-Foot

	Cost of Service		Calculated Payment Capacity 1/
	Irrigation	M&I	Irrigation
COST OF SERVICE RATES:			
Capital Rates	$10.33	2/	$ 0.00
O&M Rates:			
Water Marketing	6.61		6.61
Storage	5.93		5.93
Deficit Rates:			
Interest Bearing	1.85		1.85
CFO/PRF Adj. Rate 3/	$ 2.24	2/	$ 2.24
TOTAL	$26.96	2/	$16.63
FULL-COST RATES:			
Section 202(3) Rate is applicable to a Qualified Recipient or to a Limited Recipient receiving irrigation water on or before October 1, 1981.	$44.82		$44.82
Section 205(a)(3) Rate is applicable to a Limited Recipient that did not receive irrigation water on or before October 1, 1981.	$56.76		$56.76
TIERED PRICING COMPONENTS:			
Tiered Pricing Component >80% <=90% of Contract Total [Full Cost Rate – COS Rate / 2]	$8.93	2/	$14.10
Tiered Pricing Component >90% of Contract Total [Full Cost Rate – COS Rate]	$17.86	2/	$28.19
CHARGES UNDER P.L. 102-575 TO THE RESTORATION FUND 4/			
Restoration Payments (3407(d)(2)(A))	$ 7.93	2/	$ 0.00

1/ Established pursuant to the results of the Payment Capacity Analysis for the Tehama-Colusa Water Users Association Service Area as announced by letter dated February 10, 1995.

2/ To be provided as needed. Contractor does not currently receive M&I water and is not projected to take any in the near future.

3/ Chief Financial Officer (CFO) adjustment and Provision for Replacement (PFR) expense is being distributed over a 5-year period beginning in FY 2003 for those contractors that requested those costs be deferred.

4/ Restoration fund charges are payments in addition to the water rates and were determined pursuant to Title XXXIV of Public Law 102-575. Restoration fund charges are on a fiscal year basis (10/1 - 9/30).

Attachment: Reclamation Contract 14-06-200-8310A-LTR1 CVWP Water Allocation (6456 : Resolution of Intent to Sell Contract Water)

Contract No. 14-06-200-8310A-LTR1

EXHIBIT B-3

COUNTY OF COLUSA
(4-M Water District)
2005 Water Rates and Charges per Acre-Foot

	Cost of Service		Calculated Payment Capacity 1/
	Irrigation	M&I	Irrigation
COST OF SERVICE RATES:			
Capital Rates	$ 6.46	2/	$ 0.00
O&M Rates:			
Water Marketing	6.61		6.61
Storage	5.93		5.93
Deficit Rates:			
Interest Bearing	0.20		0.20
CFO/PRF Adj. Rate 3/	$ 1.46	2/	$ 1.46
TOTAL	$20.66	2/	$14.20
FULL-COST RATES:			
Section 202(3) Rate is applicable to a Qualified Recipient or to a Limited Recipient receiving irrigation water on or before October 1, 1981.	$34.68		$34.68
Section 205(a)(3) Rate is applicable to a Limited Recipient that did not receive irrigation water on or before October 1, 1981.	$41.86		$41.86
TIERED PRICING COMPONENTS:			
Tiered Pricing Component >80% <=90% of Contract Total [Full Cost Rate – COS Rate / 2]	$ 7.01	2/	$10.24
Tiered Pricing Component >90% of Contract Total [Full Cost Rate – COS Rate]	$14.02	2/	$20.48
CHARGES UNDER P.L. 102-575 TO THE RESTORATION FUND 4/			
Restoration Payments (3407(d)(2)(A))	$ 7.93	2/	$ 0.00

1/ Established pursuant to the results of the Payment Capacity Analysis for the Tehama-Colusa Water Users Association Service Area as announced by letter dated February 10, 1995.

2/ To be provided as needed. Contractor does not currently receive M&I water and is not projected to take any in the near future.

3/ Chief Financial Officer (CFO) adjustment and Provision for Replacement (PFR) expense is being distributed over a 5-year period beginning in FY 2003 for those contractors that requested those costs be deferred.

4/ Restoration fund charges are payments in addition to the water rates and were determined pursuant to Title XXXIV of Public Law 102-575. Restoration fund charges are on a fiscal year basis (10/1 - 9/30).

Attachment: Reclamation Contract 14-06-200-8310A-LTR1 CVWP Water Allocation (6456 : Resolution of Intent to Sell Contract Water)

Contract No. 14-06-200-8310A-LTR1

EXHIBIT B-4

COUNTY OF COLUSA
(Glenn Valley Water District)
2005 Water Rates and Charges per Acre-Foot

	Cost of Service		Calculated Payment Capacity 1/
	Irrigation	M&I	Irrigation
COST OF SERVICE RATES:			
Capital Rates	$ 6.52	2/	$ 0.00
O&M Rates:			
Water Marketing	6.61		6.61
Storage	5.93		5.93
Direct Pumping	1.01		1.01
Deficit Rates:			
Interest Bearing	2.23		2.23
CFO/PRF Adj. Rate 3/	$ 1.24	2/	$ 1.24
TOTAL	$23.54	2/	$17.02
FULL-COST RATES:			
Section 202(3) Rate is applicable to a Qualified Recipient or to a Limited Recipient receiving irrigation water on or before October 1, 1981.	$35.86		$35.86
Section 205(a)(3) Rate is applicable to a Limited Recipient that did not receive irrigation water on or before October 1, 1981.	$43.04		$43.04
TIERED PRICING COMPONENTS:			
Tiered Pricing Component >80% <=90% of Contract Total [Full Cost Rate – COS Rate / 2]	$ 6.16	2/	$ 9.42
Tiered Pricing Component >90% of Contract Total [Full Cost Rate – COS Rate]	$12.32	2/	$18.84
CHARGES UNDER P.L. 102-575 TO THE RESTORATION FUND 4/ Restoration Payments (3407(d)(2)(A))	$ 7.93	2/	$ 0.00

1/ Established pursuant to the results of the Payment Capacity Analysis for the Tehama-Colusa Water Users Association Service Area as announced by letter dated February 10, 1995.

2/ To be provided as needed. Contractor does not currently receive M&I water and is not projected to take any in the near future.

3/ Chief Financial Officer (CFO) adjustment and Provision for Replacement (PFR) expense is being distributed over a 5-year period beginning in FY 2003 for those contractors that requested those costs be deferred.

4/ Restoration fund charges are payments in addition to the water rates and were determined pursuant to Title XXXIV of Public Law 102-575. Restoration fund charges are on a fiscal year basis (10/1 - 9/30).

Attachment: Reclamation Contract 14-06-200-8310A-LTR1 CVWP Water Allocation (6456 : Resolution of Intent to Sell Contract Water)

Contract No. 14-06-200-8310A-LTR1

EXHIBIT B-5

COUNTY OF COLUSA
(Holthouse Water District)
2005 Water Rates and Charges per Acre-Foot

	Cost of Service		Calculated Payment Capacity 1/
	Irrigation	M&I	Irrigation
COST OF SERVICE RATES:			
Capital Rates	$ 7.05	2/	$ 0.00
O&M Rates:			
Water Marketing	6.61		6.61
Storage	5.93		5.93
Deficit Rates:			
Interest Bearing	0.57		0.57
CFO/PRF Adj. Rate 3/	$ 1.34	2/	$ 1.34
TOTAL	$21.50	2/	$14.45
FULL-COST RATES:			
Section 202(3) Rate is applicable to a Qualified Recipient or to a Limited Recipient receiving irrigation water on or before October 1, 1981.	$34.62		$34.62
Section 205(a)(3) Rate is applicable to a Limited Recipient that did not receive irrigation water on or before October 1, 1981.	$41.80		$41.80
TIERED PRICING COMPONENTS:			
Tiered Pricing Component >80% <=90% of Contract Total [Full Cost Rate – COS Rate / 2]	$ 6.56	2/	$10.09
Tiered Pricing Component >90% of Contract Total [Full Cost Rate – COS Rate]	$13.12	2/	$20.17
CHARGES UNDER P.L. 102-575 TO THE RESTORATION FUND 4/			
Restoration Payments (3407(d)(2)(A))	$ 7.93	2/	$ 0.00

1/ Established pursuant to the results of the Payment Capacity Analysis for the Tehama-Colusa Water Users Association Service Area as announced by letter dated February 10, 1995.

2/ To be provided as needed. Contractor does not currently receive M&I water and is not projected to take any in the near future.

3/ Chief Financial Officer (CFO) adjustment and Provision for Replacement (PFR) expense is being distributed over a 5-year period beginning in FY 2003 for those contractors that requested those costs be deferred.

4/ Restoration fund charges are payments in addition to the water rates and were determined pursuant to Title XXXIV of Public Law 102-575. Restoration fund charges are on a fiscal year basis (10/1 - 9/30).

Attachment: Reclamation Contract 14-06-200-8310A-LTR1 CVWP Water Allocation (6456 : Resolution of Intent to Sell Contract Water)

Contract No. 14-06-200-8310A-LTR1

EXHIBIT B-6

COUNTY OF COLUSA
(La Grande Water District)
2005 Water Rates and Charges per Acre-Foot

	Cost of Service		Calculated Payment Capacity 1/
	Irrigation	M&I	Irrigation
COST OF SERVICE RATES:			
Capital Rates	$ 7.17	2/	$ 0.00
O&M Rates:			
Water Marketing	6.61		6.61
Storage	5.93		5.93
Deficit Rates:			
Interest Bearing	1.42		1.42
CFO/PRF Adj. Rate 3/	$ 1.35	2/	$ 1.35
TOTAL	$22.48	2/	$15.31
FULL-COST RATES:			
Section 202(3) Rate is applicable to a Qualified Recipient or to a Limited Recipient receiving irrigation water on or before October 1, 1981.	$34.74		$34.74
Section 205(a)(3) Rate is applicable to a Limited Recipient that did not receive irrigation water on or before October 1, 1981.	$41.93		$41.93
TIERED PRICING COMPONENTS:			
Tiered Pricing Component >80% <=90% of Contract Total [Full Cost Rate – COS Rate / 2]	$ 6.13	2/	$ 9.72
Tiered Pricing Component >90% of Contract Total [Full Cost Rate – COS Rate]	$12.26	2/	$19.43
CHARGES UNDER P.L. 102-575 TO THE RESTORATION FUND 4/			
Restoration Payments (3407(d)(2)(A))	$ 7.93	2/	$ 0.00

1/ Established pursuant to the results of the Payment Capacity Analysis for the Tehama-Colusa Water Users Association Service Area as announced by letter dated February 10, 1995.

2/ To be provided as needed. Contractor does not currently receive M&I water and is not projected to take any in the near future.

3/ Chief Financial Officer (CFO) adjustment and Provision for Replacement (PFR) expense is being distributed over a 5-year period beginning in FY 2003 for those contractors that requested those costs be deferred.

4/ Restoration fund charges are payments in addition to the water rates and were determined pursuant to Title XXXIV of Public Law 102-575. Restoration fund charges are on a fiscal year basis (10/1 - 9/30).

Attachment: Reclamation Contract 14-06-200-8310A-LTR1 CVWP Water Allocation (6456 : Resolution of Intent to Sell Contract Water)

Contract No. 14-06-200-8310A-LTR1

EXHIBIT B-7

COUNTY OF COLUSA
(Myers-Marsh Mutual Water Company)
2005 Water Rates and Charges per Acre-Foot

	Cost of Service		Calculated Payment Capacity 1/
	Irrigation	M&I	Irrigation
COST OF SERVICE RATES:			
Capital Rates	$ 7.77	2/	$ 0.00
O&M Rates:			
Water Marketing	6.61		6.61
Storage	5.93		5.93
Deficit Rates:			
Interest Bearing	6.02		6.02
CFO/PRF Adj. Rate 3/	$ 1.86	2/	$ 1.86
TOTAL	$28.19	2/	$20.42
FULL-COST RATES:			
Section 202(3) Rate is applicable to a Qualified Recipient or to a Limited Recipient receiving irrigation water on or before October 1, 1981.	$37.83		$37.83
Section 205(a)(3) Rate is applicable to a Limited Recipient that did not receive irrigation water on or before October 1, 1981.	$44.98		$44.98
TIERED PRICING COMPONENTS:			
Tiered Pricing Component >80% <=90% of Contract Total [Full Cost Rate – COS Rate / 2]	$ 4.82	2/	$ 8.71
Tiered Pricing Component >90% of Contract Total [Full Cost Rate – COS Rate]	$ 9.64	2/	$17.41
CHARGES UNDER P.L. 102-575 TO THE RESTORATION FUND 4/			
Restoration Payments (3407(d)(2)(A))	$ 7.93	2/	$ 0.00

1/ Established pursuant to the results of the Payment Capacity Analysis for the Tehama-Colusa Water Users Association Service Area as announced by letter dated February 10, 1995.

2/ To be provided as needed. Contractor does not currently receive M&I water and is not projected to take any in the near future.

3/ Chief Financial Officer (CFO) adjustment and Provision for Replacement (PFR) expense is being distributed over a 5-year period beginning in FY 2003 for those contractors that requested those costs be deferred.

4/ Restoration fund charges are payments in addition to the water rates and were determined pursuant to Title XXXIV of Public Law 102-575. Restoration fund charges are on a fiscal year basis (10/1 - 9/30).

Attachment: Reclamation Contract 14-06-200-8310A-LTR1 CVWP Water Allocation (6456 : Resolution of Intent to Sell Contract Water)

BOARD OF SUPERVISORS

COUNTY OF COLUSA

RESOLUTION NO. 2004– 33

RESOLUTION APPROVING LONG-TERM RENEWAL CONTRACT AND RELATED SUB-CONTRACTS FOR WATER SERVICE BETWEEN THE UNITED STATES AND THE COUNTY OF COLUSA AND APPROVING NOTICE OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

AS A BASIS AND PREMISE for this Resolution, the Board of Supervisors of the COUNTY OF COLUSA finds and states as follows:

1. On November 18, 1975 the County of Colusa ("County") and the United States of America entered into a contract providing for water service, designated Contract No. 14-06-200-8310A ("Original Contract").

2. Water service under the Original Contract began in 1981, and has continued uninterrupted since then. Water service is provided to seven subcontractors ("Member Units"), specifically:

4-M Water District
Colusa County Water District
Cortina Water District
Glenn Valley Water District
Holthouse Water District
LaGrande Water District
Myers-Marsh Mutual Water Company

3. The Original Contract expired on February 28, 1995.

4. In advance of the expiration of the Original Contract, the County and the United States negotiated an Interim Renewal Contract ("IRC"), in accordance with the Central Valley Project Improvement Act, pending completion of a Programmatic Environmental Impact

I certify this copy to be a true and correct copy of the original record on file in this office.
Attest: Kathleen Moran
County Clerk and Recorder
ex-officio Clerk of the Board of Supervisors, in and for the County of Colusa, State of California

Attachment: Reclamation Contract 14-06-200-8310A-LTR1 CVWP Water Allocation (6456 : Resolution of Intent to Sell Contract Water)

Statement ("PEIS"). The interim renewal applied to all the subcontracts, as well.

5. Upon completion of the PEIS, the United States announced its intent to negotiate a long-term renewal of the Original Contract.

6. The County and the United States engaged in a series of negotiations commencing in 1999 and completed in 2004. A copy of the proposed Long-Term Renewal Contract, designated Contract No. 14-06-200-8310-A-LTR1 is attached hereto and incorporated herein by this reference as Exhibit "A"("Renewal Contract").

7. The Renewal Contract reflects the results of the negotiations and contains the terms and conditions that the County and the United States have tentatively agreed upon. The parties intend that the Renewal Contract will be ready for execution no later than March 1, 2005, and will be effective as of that date.

8. Prior to execution of the Renewal Contract, the United States must publish the proposed contract for a 60-day public review, complete analysis of renewal of the contract under the National Environmental Policy Act and complete consultations with other federal agencies under the federal Endangered Species Act.

9. As set forth in the Renewal Contract, the County and the United States entered into subcontracts for the resale and distribution of all of the Project Water with the Member Units. Each of the respective Member Unit's subcontracts was renewed at the same time as, and in accordance with, the first and all subsequent Interim Renewal Contracts. Each of the Member Units has fully complied with the terms and conditions of its respective subcontract.

10. The Board has been presented with and reviewed a sample form of subcontract, attached as Exhibit "B" that is consistent with both the form and substance of the

Attachment: Reclamation Contract 14-06-200-8310A-LTR1 CVWP Water Allocation (6456 : Resolution of Intent to Sell Contract Water)

original subcontracts, and with the Renewal Contract.

11. Prior to execution of the Renewal Contract, and the subcontracts thereunder, the Board must analyze the action under the California Environmental Quality Act ("CEQA"). The Board has previously analyzed its interim renewals of the Original Contract under CEQA, and has found them to be exempt. The Board believes that its execution of the Renewal Contract and the subcontracts is similarly exempt, for the reasons set forth in the Notice of Exemption attached hereto and incorporated herein by this reference as Exhibit "C".

12 It is in the best interests of the County and its Member Units that the County renew its water service contract with the United States, and execute, at the appropriate time, the Renewal Contract and the subcontracts.

NOW, THEREFORE, be it RESOLVED, ADJUDGED and ORDAINED that

1. The Board of Supervisors of the County of Colusa approves the *Long-Term Renewal Contract Between the United States and the County of Colusa Providing for Project Water Service from the Sacramento River Division*, Contract No 14-06-200-8310-A-LTR1. The Board also approves the form of the subcontract attached hereto as Exhibit "B"

2 Once the 60-day public review period and the United States' environmental review and ESA consultations are completed, if the United States presents the Board with a Renewal Contract that is in substantially the same form as that attached hereto as Exhibit "A", then the Chairman of the Board of Supervisors or his or her designee, is authorized to execute that Renewal Contract, and the subcontracts thereunder, without further action by this Board.

3. The Clerk of the Board shall prepare and file a Notice of Exemption under CEQA in the form attached hereto as Exhibit "C" with the Colusa County Clerk as soon as possible.

Attachment: Reclamation Contract 14-06-200-8310A-LTR1 CVWP Water Allocation (6456 :

In accordance with this finding of exemption, no fee is due under California Fish and Game Code section 711 4

4. The Clerk of the Board of Supervisors shall forthwith prepare and transmit a certified copy of this Resolution to Reclamation

5. The Chairman of the Board of Supervisors, county staff, and consultants are authorized and directed to do all things necessary and appropriate to carry out this Resolution and to ensure continued and uninterrupted water service to the County and its Member Units under the County's water service contract.

PASSED AND ADOPTED at a regular meeting on May 25, 2004 by the following vote:

AYES Supervisors Womble, Waite, White, and Scofield.

NOES. None.

ABSENT Supervisor Scofield.

Mark D. Marshall, Chairman
Board of Supervisors

ATTEST. Kathleen Moran, County Clerk and Recorder and ex officio Clerk to the Board

By _____, Deputy

APPROVED AS TO FORM:

Georgia A. Stearns, Interim County Counsel

Attachment: Reclamation Contract 14-06-200-8310A-LTR1 CVWP Water Allocation (6456 :

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-___ 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 by appointment at 547 Market Street, Ste. 102, Colusa, CA, by calling 530-4589- 0508 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: _____

Attachment: Draft Public Hearing Notice for Water Sale Bid (6456 : Resolution of Intent to Sell Contract Water)

COUNTY OF COLUSA, CA **8.1**

Request For County Board of Supervisors Action

MEETING DATE: **March 30, 2021**

DEPARTMENT: **County Administrative Office**

FROM: **Ann Nordyke**

SUBJECT: **Loss Prevention Update**

Presentation on Loss Prevention and Safety activities.

Detailed Description/Background of request

The Safety Officer provides a Loss Prevention update to the Board of Supervisors as directed in the Injury Illness Prevention Program. The update generally includes a program overview, the status of employee training, inspection activities, and completed ergonomic assessments for the quarter.

Prior Board Action

On October 27, 2020 the Board of Supervisors received information regarding the Loss Prevention/Safety Program.

Fiscal Impact/Funding Source

None

Action for the Clerk

None

COUNTY OF COLUSA, CA **9.1**

Request For County Board of Supervisors Action

MEETING DATE: **March 30, 2021**

DEPARTMENT: **Board of Supervisors**

FROM: **Ann Nordyke**

SUBJECT: **Approve agreement with Glenn-Colusa Irrigation District**

Approve agreement with **Glenn-Colusa Irrigation District** for shared maintenance work involving bridges and conduits on or near county roadways, effective March 30, 2021.

Detailed Description/Background of request

The County and Glen-Colusa Irrigation District (GCID) have worked collaboratively for many years when it comes to necessary maintenance of our respective facilities. While that collaborative relationship remains, both GCID and the Public Works Department felt it was wise to have an agreement in place that formalizes the roles and responsibilities of each agency, and the process that is undertaken when maintenance needs arise.

County staff along with Supervisors Evans and Boes met multiple times with GCID staff and Directors Knight and Amaro to craft the agreement before you. Counsel for both agencies have also reviewed the document and approve. The GCID Board will consider the agreement at their April 1, 2021 Board meeting.

Prior Board Action

Ad-Hoc established on March 24, 2020 by Supervisor Carter.

Fiscal Impact/Funding Source

No fiscal impact associated with this agreement. Cost of maintenance and repairs to be determined on a case by case basis.

Action for the Clerk

Obtain signatures, number and process accordingly.

ATTACHMENTS:

- 03182021 clean DRAFT Colusa-GCID MaintenanceAgreement (00102455-3xD2C75) (DOCX)
- 2021_02_16 GCID Canals and Drains Map (PDF)

Attachment: 03182021 clean DRAFT Colusa-GCID MaintenanceAgreement (00102455-3xD2C75) (6485 : Approve Agreement with Glenn-Colusa

Agreement between Colusa County and Glenn-Colusa Irrigation District,
For Shared Maintenance Work Involving Bridges and Conduits On Or Near County Roadways

This Agreement is between the County of Colusa, a political subdivision of the State of California ("County"), and Glenn-Colusa Irrigation District ("GCID"), an Independent Special District formed under the Irrigation District Law, Government Code section 20500, et seq., regarding the maintenance costs for the improvement, repair or replacement of certain water conduit facilities, bridges, and roadways that lie within County rights-of-way within Colusa County, as described below. The County and GCID each may be referred to herein as a "Party" and are collectively referred to herein as the "Parties." This Agreement shall become effective upon the date last signed and shall remain in effect until terminated.

Background

A. **Water Facilities.** GCID is generally solely responsible for the maintenance of its irrigation and drainage system. The Parties recognize that water conduit facilities such as canals, culverts, ditches, waterways, laterals, box culverts, and pipelines directly operated by GCID for the conveyance and delivery of irrigation water directly, and intersecting County roadways (collectively "Water Facilities"), must be maintained so as to not interfere with County roadways, and in order for GCID to provide water service for agricultural production requirements on lands within GCID and the County. The maintenance of such Water Facilities is mutually beneficial to the Parties, and as such the Parties are interested in agreeing to pay for, and apportion between them, the maintenance costs associated with certain aspects of such Water Facilities, consistent with Water Code section 7036.

B. **County Roads and Bridges.** The County is responsible for the maintenance of all County roadways, highways, and bridges that are included in its respective County Road System.

C. **Definitions of Conduit and Bridge.** As used in this Agreement, the terms "conduit" and "bridge" are understood to have the meaning given to them in Water Code sections 7030 and 7031.5 respectively.

D. **Shared Maintenance.** The Parties recognize that there will be circumstances in which the maintenance of their respective facilities and properties may impact each other. To that extent, the Parties agree to share the costs of maintenance for Water Facilities that intersect the County roadways as follows:

Agreement Terms

A. Prior to undertaking the maintenance, repair or improvement of any Water Facility that lies within a County right-of-way ("Project"), the Parties agree to the following:

1. Authorized representatives of the County and GCID will promptly meet at the Project site and discuss the potential Project, including but not limited to the proposed maintenance work, the impact on both Parties, the cost of the Project, and the estimated time frame of the Project.

2. The Parties shall identify the specifics of the Project, and ensure that the Project complies with local and State laws regarding:

a. Water flow requirements

b. Inlet and outlet requirements
c. Traffic load requirements
d. Materials to be used
e. Design lines and grades
f. County road right-of-way width
g. Finished road surface and width measurements
h. Estimated costs for the Project
.i. Any other issues critical to the successful completion of the Project.

3. Prior to beginning construction on the Project, the Parties will confirm in writing their agreed upon approach regarding the implementation of the Project, the Project schedule, the designation of responsibilities for specific tasks, and each Party's responsibilities for the Project.

B. **Costs and Tasks.**

1. Tasks and responsibilities may vary from Project to Project depending upon specific Project site requirements.

2. Consistent with Water Code section 7036, the Parties agree to share tasks and costs of repair, improvement or replacement for each Project as follows:

a. For bridges and appurtenant box culverts included in the National Bridge Inventory System, or other bridges and box culverts that cross County highways and have been accepted by the County in accordance with Water Code section 7034, the County shall be solely responsible for the repair, improvement or replacement of bridges within County rights-of-way.

b. For Projects involving Water Facilities, as depicted in Exhibit A, within County rights-of-way, the County and GCID shall share responsibilities as follows:

1) The County shall be responsible for the following tasks:
   a) Site preparation
   b) Road flagging and detours
   c) Excavation and demolition
   d) Installation of pipe materials including bedding, backfill, roadway structural work, and road surface restoration.

2) GCID shall be responsible for the cost of the pipe materials used for the repair, improvement or replacement of lateral conduit crossings, including transportation and delivery of such material. GCID will be responsible for any costs to upsize the pipe diameter as warranted, and the County will be responsible for any costs to upgrade the pipe material to accommodate road and vehicle loading requirements.

3) GCID shall be responsible for all materials and installations for the repair, improvement or replacement of lateral conduit crossings outside of the County right-of-way including lateral conduit crossing extensions, and headwalls.

Attachment: 03182021 clean DRAFT Colusa-GCID MaintenanceAgreement (00102455-3xD2C75) (6485 : Approve Agreement with Glenn-Colusa

4) Exhibit A will be periodically updated as necessary and as mutually agreed to by the Parties.

d. For Water Facility repair or maintenance that intersects a County road or highway, but which does not pose a hazard to the safety of the traveling public, and whose repair or replacement is solely due to changes in water flows brought about by changes in the operation or maintenance of the Water Facility system, GCID shall be solely responsible for such work. The County shall be solely responsible the replacement of any Water Facility necessitated by the County's need to increase road vehicle use, loading, or other similar uses. In these cases, the County and GCID shall respectively provide advanced notice to the other Party and coordinate such Projects.

C. **Permitting.**

1. Neither the County nor GCID are aware of any current permitting requirements for any specific Projects that would be performed under this Agreement. If permits are required from a third party to perform a specific Project under this Agreement, the County and GCID will meet and confer to determine and assign any permitting responsibilities on a case-by-case basis, or otherwise amend this Agreement in accordance with Section I below.

2. If permits are required from a third party, the County and GCID shall each pay their proportionate share of the permitting fees and costs incurred for obtaining the required permits for the work performed under this Agreement, including but not limited to the preparation of permit applications and submittals, and reasonable and necessary consultant costs associated with obtaining the permits. The County and GCID shall meet and confer in good faith to determine such proportionate cost shares.

3. If permits are required from a third party, GCID shall train and make available staff members to perform any necessary biological monitoring for the Giant Garter Snake as may be required under any permits. GCID shall pay for such training and shall incur all costs associated with making its staff members available to perform such monitoring. The value of this service shall be applied to GCID's proportionate cost share obligations under this Agreement.

4. If permits are required from a third party, the County and GCID shall each pay their proportionate share of the costs incurred for acquiring any mitigation habitat required under the permits for the work performed under this Agreement. The County and GCID shall explore the potential for utilizing any properties they each own that could qualify as mitigation habitat, in order to reduce the out-of-pocket costs for acquiring necessary mitigation habitat. If the County or GCID utilize their property for mitigation habitat, then the fair market value of such property shall be applied to their proportionate cost share obligations under this Agreement.

D. **Indemnification.** Each Party shall indemnify, defend, and hold harmless the other Party and its directors, officers, employees, and agents against any liability, loss, expenses, and claims of any kind, including attorney's fees and legal expenses, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the indemnifying party, its officers, agents, or employees during the performance of this Agreement.

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E. **Insurance.** The Parties shall maintain all appropriate insurance policies required by local and State law, including but not limited to workers' compensation coverage, general liability coverage, and automobile liability coverage.

F. **Venue.** The Parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.

G. **Written Notification.** Any notice, demand, request, consent, approval or communication that any 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, or to the authorized email address of the agreed upon representative of the Party. Notice shall be deemed communicated within 48 hours from the time of mailing or email, excluding weekends and holidays.

H. **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of Agreement between the Parties. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

I. **Amendments.** This Agreement may be modified or amended only by a written document executed by the Parties and approved as to form by Colusa County Counsel.

J. **Waiver.** The failure on the part of any Party to exercise any right or remedy under this Agreement will not operate as a waiver of any right or remedy that Party may have under this Agreement or applicable law; provided however, that while this Agreement remains in effect, or to the extent a Project was identified by either Party for shared maintenance prior to the termination of this Agreement, the Parties waive any rights or remedies they may have under Water Code sections 7034 and 7035 to impose any further obligations on another Party beyond those set forth in this Agreement.

K. **Execution.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the Parties. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

L. **Termination.** This Agreement may be terminated by GCID or the County, under the following circumstances:

1. Immediately for cause if a Party violates any of the terms or provisions of this Agreement; or,

2. Without cause upon thirty (30) days' written notice of termination.

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M. **Partial Invalidity.** If any provision of this Agreement 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, impaired or invalidated.

COUNTY OF COLUSA

_____ Date: _____

Chairman of the Board of Supervisors

GLENN-COLUSA IRRIGATION DISTRICT

_____ Date: _____

Chairman of the District Board

APPROVED AS TO FORM

_____

Marcos A. Kropf, Colusa County Counsel

Attachment: 03182021 clean DRAFT Colusa-GCID MaintenanceAgreement (00102455-3xD2C75) (6485 : Approve Agreement with Glenn-Colusa

Legend

- GCID Boundary
- Main Canal
- GCID Lateral
- GCID O&M Drains

Attachment: 2021_02_16 GCID Canals and Drains Map (6485 : Approve Agreement with Glenn-Colusa Irrigation District)

COUNTY OF COLUSA, CA **12.1**

Request For County Board of Supervisors Action

MEETING DATE: **March 30, 2021**

DEPARTMENT: **County Counsel**

FROM: **Jennifer Sutton**

SUBJECT: **Closed Session - Liability Claim**

LIABILITY CLAIM
California Government Code section 54956.95
Claimant: Kelly McDowell

Detailed Description/Background of request
N/A

Prior Board Action
N/A

Fiscal Impact/Funding Source
N/A

Action for the Clerk
None

COUNTY OF COLUSA, CA

13.1

Request For County Board of Supervisors Action

MEETING DATE: March 30, 2021

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: County Mandated Safety Training

County Mandated Safety Training for the Board members.

Detailed Description/Background of request
Safety Officer, Todd Manouse to provide training to the Board

Prior Board Action
None

Fiscal Impact/Funding Source
None

Action for the Clerk
None.