Board of Supervisors
J. Merced Corona, District I, Vice-Chair
Daurice K. Smith, District II, Chair
Kent S. Boes, District III,
Randy Wilson, District IV
Janice A. Bell, 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
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COLUSA COUNTY
BOARD OF SUPERVISORS

Agenda

March 25, 2025

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

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

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

Phone: **1-916-246-0723**
Toll-Free: **1-800-356-8278**
Code: **401978 - THIS LINE IS FOR LISTENING IN ONLY**

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of March 11, 2025 Closed Session
- Announcement of Closed Session

I. STAFF REPORTS **- Note: 5 minutes allowed per Department for Staff Reports.**
This time is available for any County Staff who may wish to update the Board of Supervisors on projects as they relate to their respective Departments.

II. PROCLAMATION/COOPERATIVE EXTENSION/COOPERATIVE EXTENSION
1. Presentation and adoption of a Proclamation recognizing University of California Cooperative Extension upon its 100 year Anniversary in Colusa County.

CONSENT AGENDA

Approve Consent Agenda Item No.'s 1 through 17.

1. BOARD OF SUPERVISORS
Approve the February 25, 2025 and the March 11, 2025 Regular meeting Minutes.

2. BEHAVIORAL HEALTH
Approve a 2nd Amendment (No. 21-10076-A2) with the **California Department of Health Care Services**, in order to extend the term of the agreement and replace Exhibit A with an updated Exhibit A.

3. HEALTH AND HUMAN SERVICES/PUBLIC HEALTH
Authorize out of state travel for three (3) Public Health staff employees (Kim Bjork, Holly Duffy, and Sofia Becerra) to attend the 2025 Preparedness Summit Conference in San Antonio, TX.

4. HUMAN RESOURCES
Approve out of State travel for Principal HR Analyst to attend the 2025 Association of Workplace Investigators Nashville Training Institute.

5. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 2nd Modification to **California Psychiatric Transitions Inc**., for psychiatric treatment and rehabilitations services.

6. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 2nd Modification to **Life Generations Healthcare LLC**, for long-term skilled nursing services.

7. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 4th Modification to **Davis Guest Home Inc.**, for Board and Care services.

8. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 2nd Modification to **Crestwood Behavioral Health, Inc.** for various mental health and long term care services.

9. PURCHASING AND PROCUREMENT/SHERIFF
Approve a contract with **Bennet Omalu Pathology, Inc.,** for forensic pathology services, effective March 1, 2025.

10. PURCHASING AND PROCUREMENT/SHERIFF
Ratify Purchase Order number 52102132025 in the amount of $52,431.75 for a Polaris Xpedition ADV 5 Off-road vehicle from Work & Play Powersports for the Sheriff's Office.

11. PURCHASING AND PROCUREMENT/MIGRANT FARM HOUSING
Ratify Purchase Order number 47502132025 in the amount of $20,266.16 for a 2024 John Deere Gator Off-road vehicle from Deere & Company for Migrant Farm Housing.

12. PURCHASING AND PROCUREMENT/SHERIFF
Ratify Customer Value Agreement (#DKG250210R) with **Peterson Power Systems, Inc.** for a three year service agreement for the Sheriff's Office.

13. PURCHASING AND PROCUREMENT/HEALTH & HUMAN SERVICES
Approve Task Order #1 with **Technique Communications** for the cabling at Health & Human Services eligibility office and authorize the Purchasing Agent to sign.

14. PURCHASING AND PROCUREMENT
Approve the purchase of 144 MS Office software licenses for multiple departments throughout the County from CDW-G using OMNIA Mesa Contract 2024056-01- GOV for a total of $51,279.68 and authorize the Purchasing Agent to sign purchase order 40803072025.

15. PURCHASING AND PROCUREMENT/CLERK-RECORDER
Approve 1st Modification with **Swierstok Enterprise, Inc., dba Pro Builders** for a Telescoping Automatic Door in the Clerk-Recorder's Office.

16. SHERIFF
Approve Cooperation Letter of Agreement (Number 2025-09) with the **United States Drug Enforcement Administration**, for the investigation and eradication of illicit cannabis plants, effective October 1, 2024, and authorize the Sheriff to sign the agreement and related supporting documents.

17. TREASURER
Accept February 25 Treasury Monthly Investment Report as presented.

END OF CONSENT AGENDA

IV. HUMAN RESOURCES

1. Approve salary range adjustments for the revised classification of Director of Public Works/Director of Airport Operations effective March 1, 2025 as follows: Director of Public Works/Director of Airport Operations (Licensed) from DH41 ($10,343-$16,954) to DH45 ($11,418-$18,717) for an incumbent holding a licensed Professional Civil Engineer and Director of Public Works/Director of Airport Operations (Unlicensed) remaining at DH41 ($10,343-$16,954).

2. Reclassify the following positions in the IT Division of the County Administrative Office: Information Systems Technician MSC32 ($4,676 - $7,670) to flexibly staffed Information Technology Specialist I/II MSC32/MSC36 ($4,676 - $7,670 / $5,162 - $8,468) and Information Systems Analyst MSC35 ($5,036 - $8,261) to flexibly staffed Information Technology Analyst I/II MSC40/MSC44 ($5,699 - $9,348 / $6,293 - $10,311); further amend the Position Allocation Schedule for the IT Division (408) with said changes effective March 1, 2025.

3. Adopt the Revised Job Class Table Effective March 1, 2025, reflecting the following Changes: Salary Range Adjustments for the Deputy Air Pollution Control Officer; Establishment of Salary Ranges for the Information

Technology Specialist I/II series and Information Technology Analyst I/II series.

V. AUDITOR

1. Adopt a Resolution authorizing four-year audit compilation followed by full audit for the Princeton Fire Department.

VI. HEALTH AND HUMAN SERVICES

1. Approve Letter in Support of the Ministerial Association of Colusa County's Application for Senior Nutrition Program Funding.

VII. PUBLIC WORKS/ROAD DEPARTMENT

1. Receive presentation on the current conditions and funding summaries for County Roads.

VIII. COUNTY ADMINISTRATIVE OFFICE

1. Approve FY24/25 Revenue and Appropriations Inter-Budget Adjustment No. IB-016 - IB-017. (4/5 vote required)

2. Approve Special Claims as follows:

Invoice#	**Fund/Dept.**	**Vendor**	**Amount**
59706	Beh. Health	Precision West Tec.	975.50

IX. BOARD OF SUPERVISORS/APPOINTMENTS - COLUSA COUNTY GROUNDWATER COMMISSION

1. Appoint Jake Spooner to represent **District 1** - term will end January 4, 2027.

   Reappoint applicants as follows:
   Deke Dormer to represent **District 2** - term will end January 8, 2029,

   Darrin Williams to represent **District 3** - term will end January 8, 2029, and

   Reaffirm appointment of Jeff Moresco to represent **District 5** - term will end January 4, 2027.

2. **Sitting as the Colusa County Flood Control and Water Conservation District**
   Update on Zone 3 Activities.

X. SUPERVISORS' REPORTS OR COMMENTS

XI. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

XII. CLOSED SESSION/COUNTY COUNSEL

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
   Government Code Section 54956.9(a), *Semon v. County of Colusa*,
   Colusa County Superior Court Case No. CV24391

2. CLOSED SESSION: PUBLIC EMPLOYMENT
California Government Code 54957(b). Title: County Administrative Officer.

9:30 a.m. PUBLIC HEARING

COMMUNITY DEVELOPMENT DEPARTMENT

1. Second reading by title only and adoption of Ordinance No. 844 granting an Electrical Line Franchise Agreement to **Janus Solar PV, LLC** for the Janus Solar and Battery Storage project (#PD24-24).

ADJOURN

PERIOD OF PUBLIC COMMENT: Any person may speak about any subject of concern, provided it is within the purview of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of **15 minutes per issue** and each individual or group will be limited to no more than **5 minutes each**. **Note:** No Board action shall be taken on comments received.

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

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS: Pursuant to Government Code section 84308, members of the Board of Supervisors are disqualified and not able to participate in any agenda item involving contracts (other than competitively bid, labor, or personal employment contracts), franchises, discretionary land use permits and other entitlements if the Board member received more than $250 in campaign contributions from the applicant or contractor, an agent of the applicant or contractor, or any financially interested participant who actively supports or opposes the County's decision on the agenda item since January 1, 2023. Members of the Board of Supervisors who have received, and applicants, contractors or their agents who have made, campaign contributions totaling more than $250 to a Board member since January 1, 2023, are required to disclose that fact for the official record of the subject proceeding. Disclosures must include the amount of the campaign contribution and identify the recipient Board member and may be made either in writing to the Clerk of the Board of Supervisors prior to the subject hearing or by verbal disclosure at the time of the hearing.

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

2.1

Request For County Board of Supervisors Action

MEETING DATE: March 25, 2025

DEPARTMENT: Cooperative Extension

FROM: Ann Nordyke

SUBJECT: Presentation and adoption of a Proclamation recognizing University of California Cooperative Extension upon its 100 year Anniversary in Colusa County.

Presentation and adoption of a Proclamation recognizing University of California Cooperative Extension upon its 100 year Anniversary in Colusa County.

Detailed Description/Background of request

The University of California Cooperative Extension has been a valuable part of Colusa County for 100 years. This proclamation celebrates the department and the value it brings to the community. As we celebrate our 100-year anniversary, we are commemorating this milestone with the "Centennial Sprint" on April 5, 2025.

Prior Board Action

None.

Fiscal Impact/Funding Source

There is no fiscal impact.

Action for the Clerk

Obtain signature on proclamation document, picture opportunity, and brief presentation by Don Bransford.

ATTACHMENTS:

- UC Cooperative Extension 100 Year (DOCX)

PROCLAMATION OF THE COLUSA COUNTY BOARD OF SUPERVISORS HONORING UC COOPERATIVE EXTENSION UPON ITS 100TH ANNIVERSARY

WHEREAS, The University of California Cooperative Extension (UCCE) is part of the land-grant partnership that was developed between the states and federal government with the 1914 Smith-Lever Act, and where today UCCE continues to extend research-based practical knowledge into the hands of people working in agriculture, horticulture and natural resources, improving nutrition, advancing youth development, and contributing to community and economic development; and

WHEREAS, For 100 years, UC Cooperative Extension (UCCE) in Colusa County have been conducting programs by highly trained county-based academic staff employed by UC who provide non-formal adult and youth learning opportunities in their local communities, as well as solving industry problems through a team approach including UCCE Advisors, Specialists and UC campus Faculty working with farmers and their organizations; and

WHEREAS, the work of UC and UCCE researchers and advisors have supported both past and present important orchard, field, and vegetable crops in Colusa County through crop quality evaluation; improved horticultural or agronomic production practices; integrated pest management; and in certain crops, breeding new and resistant varieties, resulting in numerous economic benefits to farmers as well as reduced impacts on the environment; and

WHEREAS, UCCE farm advisor, Thomas Aldrich was instrumental by planting the seed in the mid-1960s for the first Sacramento Valley Orchard and Machinery Show, now known today as the Colusa Farm Show; and

WHEREAS, the UCCE Colusa County advisors have coordinated research and helped support the Nickels Soil Lab in Arbuckle for more than 40 years and so helped advance nut crop production science and the economy of Colusa County; and

WHEREAS, UCCE Orchard Advisors and UC faculty have helped Colusa County almond and walnut growers increase production value from $35M to $286M since 2000; and

WHEREAS, UCCE Rice Advisors, campus Specialists and Faculty have partnered with the grower-owned California Cooperative Rice Experiment Station to hold an annual Rice Field Day since 1912, and which continues to be the best-attended rice extension meeting in California that offers rice growers and industry members the opportunity to observe and discuss new research and management practices; and

WHEREAS, the 4-H Youth Development Program of Colusa County has prepared thousands of youth since the mid1920s for responsible adulthood and leadership roles and continues to flourish today through the traditional clubs such as livestock, agriculture, and clothing as well as through camps and 4-H science literacy school programs; and

WHEREAS, since 2009 certified volunteers of the UC Master Gardener Program have diagnosed garden problems and encouraged water conservation, composting and integrated pest management to thousands of Colusa County residents through office calls and outreach activities including collaborating on the Donna Critchfield Demonstration Garden; community, school, podcast, newsletter, newspaper articles and farmers markets; and

WHEREAS, UC CalFresh nutrition educators, through diverse partnerships, promote nutrition education and gardening to youth resulting in healthy eating and active living; and

WHEREAS, upon the occasion of its 100th Anniversary Celebration on April 1, 2025, the UC Cooperative Extension Colusa County is deserving of recognition for its remarkable contributions and continued mission to enhance the well-being and quality of life for all those whom it serves; now, therefore, be it

NOW, THEREFOREM BE IT PROCLAIMED, by Colusa County Board of Supervisors, that the University of California Cooperative Extension, Colusa County, be congratulated on the celebration of their 100th anniversary, commended for the outstanding and impactful contributions they have made to improve agricultural and environmental practices, nutrition education, and economic and youth development, and extend sincere best wishes for continued success in the future.

PASSED AND ADOPTED this 25th DAY OF MARCH 2025

_____

Daurice Smith, Chair
Colusa County Board of Supervisors

Attachment: UC Cooperative Extension 100 Year [Revision 1] (10370 : Proclamation for UC Cooperative Extension Colusa County 100 year celebration)

COUNTY OF COLUSA, CA

3.1

Request For County Board of Supervisors Action

MEETING DATE: March 25, 2025

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Approve the February 25, 2025 and the March 11, 2025 Regular meeting Minutes.

Approve the February 25, 2025 and the March 11, 2025 Regular meeting Minutes.

Detailed Description/Background of request

The Board of Supervisors held a duly noticed Regular meetings on February 25, 2025 and March 11, 2025 and the Clerk is requesting approval of said minutes.

Fiscal Impact/Funding Source

None

Action for the Clerk

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

ATTACHMENTS:

- 02-25-25 Minutes (PDF)
- 03-11-25 Minutes (PDF)

Board of Supervisors
J. Merced Corona, District I, Vice-Chair
Daurice K. Smith, District II, Chair
Kent S. Boes, District III,
Randy Wilson, District IV
Janice A. Bell, District V



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COLUSA COUNTY
BOARD OF SUPERVISORS

Minutes

February 25, 2025

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 25th day of February 2025 at the hour of 9:00 a.m. Present: Supervisors Janice A. Bell, J. Merced Corona, Randy Wilson, Kent S. Boes and Daurice K. Smith.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Mr. Markss states he is the new liaison to the Board of Supervisors for the City of Colusa.

Ms. Lawerijssen states that the coyotes will not be removed from the depredation list. She encourages everyone to join Farm Team which is an email list that can be signed up for and it will provide information in regards to what is going on at the State level. She reminds every one of the importance of supporting Cooperative Extension, Master Gardeners and the Nickel Soil Lab.

Mr. Bressler inquires if his letter was received. He states the pipe is still plugged and fields won't drain. He states he would like permission to cut the top of the pipe off.

Ms. Tyler states that she did receive the letter and will follow up with Mr. Bressler and the Public Works Director.

REPORT OUT OF FEBRUARY 11, 2025 CLOSED SESSION

1. EMPLOYEE PERFORMANCE EVALUATION-California Government Code section 54957(b). Title: Public Works Director. Counsel states direction given to staff with no reportable action.

2. EXISTING LITIGATION - Conference with legal counsel pursuant to

Attachment: 02-25-25 Minutes (10415 : Approval of the February 25, 2025 and March 11, 2025 Regular Meeting Minutes)

Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. *Kelley McDowell v. County of Colusa, et.al.* Colusa County Superior Court Case Number CV24624. Counsel states direction given to staff with no reportable action.

3. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. In re Wellpath Holdings, Inc. et al., No. 24-90533, (Bankr. S.D. Tex.). Counsel states direction given to staff with no reportable action.

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Government Code Section 54956.9(a), *Semon v. County of Colusa*, Colusa County Superior Court Case No. CV24391. Counsel states direction given to staff with no reportable action.

5. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): One matter. Counsel states direction given to staff with no reportable action.

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
   Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): One matter.

2. Worker's Compensation Claim
   California Government Code section 54956.95.
   Claimants: John Guerrero - Claim No. TIBZ600060
   Agency claimed against Colusa County

I. STAFF REPORTS

Ms. Edwards states she enjoyed the Board of Supervisors Special Workshop and distributes a handout of an update on her personal professional development as the Clerk-Recorder. **(Handout filed in Clerk's office)**

Ms. Allen provides updates pertaining to her department.

CONSENT AGENDA

Chair Smith makes time for Consent Items No.'s 1 through 6.

Ms. Tyler requests Item No. 3 to be pulled from the Consent Agenda until reagendized.

Chair Smith so directs.

Approve Consent Items No.'s 1, 2 and 4 through 6.

1. BOARD OF SUPERVISORS

Approve out of State travel for Supervisor Boes to attend the 2025 NACo Legislative Conference in Washington, D.C. February 27, 2025 through March 11, 2025.

Attachment: 02-25-25 Minutes (10415 : Approval of the February 25, 2025 and March 11, 2025 Regular Meeting Minutes)

2. COUNTY ADMINISTRATIVE OFFICE

Adopt **Resolution No. 25-005** Authorizing County Administrative Officer to sign and submit any USDA Rural Development Grants or Loan Applications for which the County is eligible for a period of five years

4. PURCHASING AND PROCUREMENT

Approve specifications and working details for the Request for Bid (RFB) for the removal and replacement of the roof at the Colusa Ambulance Facility located at 1259 Market Street, Colusa, CA.

5. PURCHASING AND PROCUREMENT

Approve Contract No. **C25-020** with **Interior Spaces Corp** for procurement and installation of office furniture located at 251 E. Webster St, Colusa CA in an amount not to exceed $53,307.73.

6. TREASURER

Accept January 2025 Treasury Monthly Investment Report as presented.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Bell
SECONDER:	Wilson
AYES:	Wilson, Corona, Boes, Smith, Bell

III. HUMAN RESOURCES

1. Approve the revised job description and update the salary range for the Deputy Air Pollution Control Officer (Deputy APCO) from MGT50 ($5,563 - $7,132) to MGT21 ($6,364 - $8,153) effective March 1, 2025.

Comments received by Ms. Rhodes, Ms. Tyler and Ms. Allen

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Bell
SECONDER:	Boes
AYES:	Wilson, Corona, Boes, Smith, Bell

2. Approve a temporary, PERS Annuitant position in the classification of Interim Director of Public Works, TPT, DH Range 41, Step 15, $97.81 per hour, effective February 26, 2025; not to exceed 960 hours in a fiscal year. **Further**, waive the hourly restriction of 28 hours per week for extra-help appointments and adopt a Resolution appointing Scott Lanphier as Interim Director of Public Works/Airport Operations under Government Code section 21221(h).

Ms. Rhodes distributes employment acceptance letter and speaks to same.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Corona
SECONDER:	Wilson
AYES:	Wilson, Corona, Boes, Smith, Bell

Attachment: 02-25-25 Minutes (10415 : Approval of the February 25, 2025 and March 11, 2025 Regular Meeting Minutes)

IV. AUDITOR

1. Discuss and possible action regarding CSA #2 (Stonyford) loan requirement compliance. Direction given to staff to pay off the $77,274.00 loan out of fund 179.

Comments received by Mr. Zunino and Ms. Tyler.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Bell
SECONDER:	Boes
AYES:	Wilson, Corona, Boes, Smith, Bell

V. BOARD OF SUPERVISORS

1. Approve letter in support of AB 59 as introduced by Assembly Member Aguiar-Curry, which would authorize Reclamation District No. 108 to continue to exercise hydroelectric power authority after January 1, 2026.

Comments received by Ms. Tyler.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wilson
SECONDER:	Bell
AYES:	Wilson, Corona, Boes, Smith, Bell

9:30 a.m. Supervisor Boes recuses himself and leaves the room.

9:30 a.m. **PUBLIC HEARING**

Chair Smith makes time for a Public Hearing and adoption of a Resolution for the Janus Solar and Battery Storage project (#PD-24-24) which would: (1) certify the Final Environmental Impact Report including the CEQA Findings and Mitigation Monitoring and Reporting Program (SCH #2024061043); (2) approve Use Permit #PD-24-24 with Findings and Conditions of Approval; and (3) find that the project is compatible with the County's Williamson Act program.

Further, introduction by title only, and adoption of an Ordinance approving a Development Agreement with **Janus Solar PV, LLC** for said project.

Furthermore, introduction and first reading, by title only, of an Ordinance that would approve a Franchise Agreement with Janus Solar PV, LLC for said project and direct the County Counsel to prepare a summary of the Ordinance for publication.

Comments received by Ms. Fowler, Ms. Tyler and Mr. Salas.

Chair Smith declares a recess at 10:43 a.m. and reconvenes at 10:52 a.m. with all Supervisors present except Supervisor Boes.

Comments received by Mr. Raines, Mr. Cawn, Mr. Salas, Mr. Colie, Mr. Bhatti, Chief Gilbert and Ms. Tyler.

Attachment: 02-25-25 Minutes (10415 : Approval of the February 25, 2025 and March 11, 2025 Regular Meeting Minutes)

Chair Smith declares a recess at 12:11 p.m. and reconvenes at 12:18 p.m. with all Supervisors present except Supervisor Boes.

12:18 p.m. Chair Smith opens the Public Hearing and calls for public comment.

Comments received in support of the project by Mr. Mora, Ms. Roa, Mr. Brayfindley, Ms. Conrado, Ms. Wrysinski, Mr. White, Mr. Radford, Mr. Cunningham, Mr. R. Faevero, Ms. DeGrossa, Ms. Seaton, Ms. White and Mr. P. Faevero.

Comments received in opposition of the project by Ms. A. Marsh, Ms. V Marsh, Mr. LaGrande, Mr. Ferrini, Ms. Ferrini, Mr. Marsh, Ms. K. Marsh, Ms. Lauwerijssen, Mr. Selover and Mr. Nelson distributes a Preliminary Notice. **(Handout on file in Clerk's office)**

Mr. Stout addresses the question regarding the Ad-Hoc Committee and states the Ad-Hoc Committee was created by the informal action of the Board Chair and two Board Members were selected. He further states they chose to meet with staff members, proponents of the project and members of the public as they see fit and they are not an Advisory Committee. He states the only two members of the Ad-Hoc were the two board member themselves, which were Supervisor Bell and Supervisor Evans and when Supervisor Evans did not seek re-election the Board Chair at the time appointed Supervisor Wilson informally. He further states once the Public Hearing is closed, the Board cannot take any more evidence or comments.

Comments received by Ms. Turkleson.

Mr. Stout states it is within the Ad-Hoc's discretion on who to meet with.

Comments received by Ms. Fowler, Mr. Stout and Ms. Tyler, Mr. Colie and Mr. Salas.

Mr. Marsh distributes a CalFire letter and speaks to same. **(Handout on file in Clerk's office)**

Comments received by Ms. Fowler, Ms. Tyler, Mr. Gilbert and Mr. Salas.

2:17 p.m. Chair Smith calls for additional public comment. Hearing none, Chair Smith closes public comment.

Comments received by Ms. Tyler.

Supervisor Corona makes a motion to approve the item as presented.

Chair Smith calls for a second.

Counsel states due to a lack of a second the motion fails.

Chair Smith makes a motion to approve the item but change the amount paid per megawatt to $3,000, decrease the gen-tie to just Walnut Drive, deem compatible with Williamson Act, revisit the bond every 5 years and further, direct staff to begin the amendment to the General Plan.

Attachment: 02-25-25 Minutes (10415 : Approval of the February 25, 2025 and March 11, 2025 Regular Meeting Minutes)

Comments received by Ms. Tyler and Mr. Stout.

Chair Smith withdraws her motion.

Supervisor Corona remakes a motion to approve the item as presented.

Chair Smith calls for a second.

Supervisor Wilson seconds.

COMMUNITY DEVELOPMENT DEPARTMENT/PLANNING UNIT

1. Adopt **Resolution No. 25-006** for the Janus Solar and Battery Storage project (#PD-24-24) which would: (1) certify the Final Environmental Impact Report including the CEQA Findings and Mitigation Monitoring and Reporting Program (SCH #2024061043); (2) approve Use Permit #PD-24-24 with Findings and Conditions of Approval; and (3) find that the project is compatible with the County's Williamson Act program.

Further, adopt **Ordinance No. 843** approving Contract No. **C25-021** Development Agreement with **Janus Solar PV, LLC** for said project and adopt **Resolution No. 25-007** granting an electrical line franchise to Janus Solar PV, LLC.

Furthermore, introduction and first reading, by title only, of **Ordinance No. 844** that would approve a Franchise Agreement with Janus Solar PV, LLC for said project and direct the County Counsel to prepare a summary of the Ordinance for publication.

RESULT:	**APPROVED [3 TO 1]**
MOVER:	Corona
SECONDER:	Wilson
AYES:	Wilson, Corona, Bell
NAYS:	Smith
ABSENT:	Boes

2:47 p.m. Supervisor Boes rejoins the session and is now seated.

VI. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Corona

Meetings/functions attended:

- Referee Colusa Girls Playoff Game
- CalPers Town Hall meeting
- Colusa County RCD meeting
- Sierra Sac EMS meeting
- Met with County Counsel
- Behavioral Health Advisory Board meeting
- Worked on finding a Groundwater Commissioner
- Calls from Constituents regarding road conditions and Janus Solar

Supervisors Smith

Meetings/functions:

- Lions Club Event

Attachment: 02-25-25 Minutes (10415 : Approval of the February 25, 2025 and March 11, 2025 Regular Meeting Minutes)

Agenda Review
Budget Ad-Hoc
Janus Solar research
Met with the Assessor regarding solar projects

Supervisor Boes
Meeting/functions attended:
CSAC Board of Directors meeting
CSAC Challenge Awards Dinner
Williams City Council meeting
Budget Ad-Hoc

Supervisor Wilson
Meetings/functions attended:
Maxwell Community Plan meeting
Janus Solar Ad-Hoc meeting
Contacted Joyce from Stonyford regarding Town Hall meeting
CSAC Conference
Met with Shasta County Supervisors regarding CEC litigation
Calls with constituents regarding Janus Solar and Public Works issues

Supervisor Bell
Meetings/functions attended:
Colusa County Gun Owners Club Meet
Chamber of Commerce meeting
Colusa County Fish and Game Commission meeting and correspondence with State Fish and Wildlife
Colusa Groundwater/Glenn County Water Association Special meeting
Janus Solar Ad-Hoc meeting
Colusa City Council meeting
Correspondence with other agencies regarding high water levels
Received calls regarding Gridley Highway with Reclamation District
Correspondence with residents and other agencies regarding Janus Solar and other various issues

VII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Ms. Tyler states the Budget Ad-Hoc continues to meet and the next meeting is on March 10, 2025.

Chair Smith declares a recess at 2:47 p.m. to reconvene in Closed Session.

VIII. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): One matter.

2. Worker's Compensation Claim-California Government Code section 54956.95. Claimants: John Guerrero - Claim No. TIBZ600060. Agency claimed against Colusa County

Attachment: 02-25-25 Minutes (10415 : Approval of the February 25, 2025 and March 11, 2025 Regular Meeting Minutes)

Chair Smith adjourned the meeting at 2:55 PM to reconvene in Regular Session on March 11, 2025 at the hour of 9:00 a.m.

_____
Daurice K. Smith, Chair

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

BY_____
Patricia Rodriguez, Deputy Clerk

Attachment: 02-25-25 Minutes (10415 : Approval of the February 25, 2025 and March 11, 2025 Regular Meeting Minutes)

Board of Supervisors
J. Merced Corona, District I, Vice-Chair
Daurice K. Smith, District II, Chair
Kent S. Boes, District III,
Randy Wilson, District IV
Janice A. Bell, 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
(530) 458-0508/0509
FAX (530) 458-0510
colusacountyca.iqm2.com
https://countyofcolusaca.gov

COLUSA COUNTY
BOARD OF SUPERVISORS

Minutes

March 11, 2025

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 11th day of March 2025 at the hour of 9:00 a.m. Present: Supervisors Janice A. Bell, J. Merced Corona, Randy Wilson, Kent S. Boes and Daurice K. Smith.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Ms. Wong, Executive Director of Tri Counties Community Action Partnership (TCCAP), inquires if there are any County Vehicles that could be donated to them to use for their Local Indigent Care medical transport program. **(Flyer on hand in Clerk's office)**

Mr. Bressler is requesting information regarding the Gridley Road pipe and states he has not heard from anyone.

REPORT OUT OF FEBRUARY 25, 2025 CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION-Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): One matter. Counsel states direction given to staff with no reportable action.

2. Worker's Compensation Claim-California Government Code section 54956.95. Claimants: John Guerrero - Claim No. TIBZ600060. Agency claimed against: Colusa County. Counsel states direction given to staff with no reportable action.

ANNOUNCEMENT OF CLOSED SESSION.

Counsel announces Closed Session as follows:

Attachment: 03-11-25 Minutes (10415 : Approval of the February 25, 2025 and March 11, 2025 Regular Meeting Minutes)

1. CLOSED SESSION: PUBLIC EMPLOYMENT
California Government Code 54957(b). Title: County Administrative Officer.

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

I. STAFF REPORTS

Mr. Lanphier states the Tire Amnesty days for March were very successful and there will be an update regarding county roads on the March 25, 2025 Agenda.

Ms. Fowler states on March 3, 2025 ALUC adopted a resolution for solar array. She further states the Planning Commission will hold a workshop regarding processes, procedures and legislative documents that govern the land use entitlement review process. She states the Colusa County Groundwater Commission will have a presentation regarding the development of the County's Drought Resilience Plan at the March 17, 2025 meeting. She further states the new Principle Planner will be starting on March 17, 2025, noting the Department will be fully staffed.

Ms. Kelly states she has received the Point In Time count results. She further states the winter sheltering at the Migrant Center will be ending on March 14, 2025. She states further the Senior Nutrition program has been working with MACC and has been doing a great job. She states she will be bringing a letter of support to the Board for the Passages Program.

Ms. Allen states the winter sheltering for the Migrant Center will end March 14, 2025 and she will be working with Caltrans to clean up the trees that fell and broke the fence during this winter. She further announces the annual photo contest for the Crop Report is coming up and distributes a flyer for same. **(Flyer on file in Clerk's office)**

CONSENT AGENDA

Approve Consent Items No.'s 1 through 4.

1. BOARD OF SUPERVISORS

Approve the February 7, 2025 Special Training/Workshop and the February 11, 2025 Regular meeting Minutes.

2. HEALTH AND HUMAN SERVICES

Approve Contract No. **C25-022** Subcontract (Agreement No. A25-0006-S002) and Contract No. **C25-023** Amendment A1 (A25-0006-S002-A01) with the **Chico State Enterprises**, for Senior Nutrition Program funding, effective July 1, 2024, and authorize County Administrative Officer to sign.

3. COUNTY ADMINISTRATIVE OFFICE

Ratify Contract No. **C25-024** Local Agency User Agreement with **US Bank** for participation in the State of California-Department of General Services Master Services Agreement for the State Travel Program

Attachment: 03-11-25 Minutes (10415 : Approval of the February 25, 2025 and March 11, 2025 Regular Meeting Minutes)

4. PURCHASING AND PROCUREMENT

Ratify Purchase Order number 31202062025 in the amount of $11,867.24 for parts and equipment from Sutter Buttes Communication for the Sheriff's Office boating vehicle.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Corona
SECONDER:	Bell
AYES:	Wilson, Corona, Boes, Smith, Bell

9:16 a.m. Supervisor Wilson recuses himself and leaves the room.

Chair Smith declares a recess at 9:16 a.m. and states they are now sitting as the Colusa County Board of Equalization with all Directors present, except Director Wilson.

Mr. Buckner states after the posting of the March 11, 2025 Agenda he received a Stipulation agreement from the applicants and request the Directors to take the Stipulation under consideration. He further states the Clerk has provided all of you a copy of the Stipulation.

III. ASSESSOR

1. **Sitting as the Colusa County Board of Equalization**

In accordance with Section 1607 of the California Revenue and Taxation Code approve stipulation agreement for APN 021-240-018-000 with Sutter Home Winery Inc. for Applications for Changed Assessment No. 24-12 located at 6998 Grime-Arbuckle Road, Arbuckle, CA 95912.

Comments received by Mr. Buckner.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Boes
SECONDER:	Corona
AYES:	Wilson, Corona, Boes, Smith, Bell

9:21 a.m. Supervisor Wilson rejoins the session and is now seated.

Chair Smith adjourns the Board of Equalization at 9:21 a.m. and states they are now sitting as the Board of Supervisors with all Supervisors present.

IV. PUBLIC WORKS/ROAD DEPARTMENT

1. Authorize a payment in the amount of $8,000 to be deposited with the Stony Creek Water District to fund environmental review of a water transfer between Stony Creek Water District and CSA 1.

Comments received by Mr. Lanphier.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Bell
SECONDER:	Wilson
AYES:	Wilson, Corona, Boes, Smith, Bell

Attachment: 03-11-25 Minutes (10415 : Approval of the February 25, 2025 and March 11, 2025 Regular Meeting Minutes)

V. TREASURER/TAX COLLECTOR

1. Approve Amended County **Policy No. 214** - Statement of Investment Policy and accept the 2025 Goals as presented.

Comments received by Ms. Dillard.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Corona
SECONDER:	Bell
AYES:	Wilson, Corona, Boes, Smith, Bell

2. Discuss and provide direction to Treasurer/Tax Collector concerning tax defaulted properties located in Century Ranch. Direction to staff to sell the three lots with value and bring back the item with more information.

Comments received by Ms. Dillard and Mr. Lanphier and Mr. Stout.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Wilson
SECONDER:	Boes
AYES:	Wilson, Corona, Boes, Smith, Bell

VI. LIBRARY

1. Approve the use of the front wall of the Princeton branch library for a Small Spaces, Big Impact Public Art mural in collaboration with the Colusa County Arts Council.

Comments received by Ms. Costello.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Corona
SECONDER:	Bell
AYES:	Wilson, Corona, Boes, Smith, Bell

VII. COUNTY ADMINISTRATIVE OFFICE

1. Approve Special Claims as follows:

Invoice#	Fund/Dept.	Vendor	Amount
25FEBFISCALEXP	DHHS	FISCAL EXPERTS INC.	$1300.00

Comments received by Ms. Moore.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Boes
SECONDER:	Wilson
AYES:	Wilson, Corona, Boes, Smith, Bell

VIII. BOARD OF SUPERVISORS

1. Appoint Gary Evans as the delegate and Supervisor Wilson as the Alternate County Representatives to the Sites Joint Powers Authority Board of Directors.

Attachment: 03-11-25 Minutes (10415 : Approval of the February 25, 2025 and March 11, 2025 Regular Meeting Minutes)

Further, appoint Mike Azevedo as the delegate and Supervisor Smith as the Alternate to the Sites JPA Reservoir Committee.

Comments received by Mr. Stout.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Boes
SECONDER:	Bell
AYES:	Wilson, Corona, Boes, Smith, Bell

IX. AD-HOC COMMITTEE UPDATES

1. Williamson Act Ad-Hoc Committee (Supervisors Smith and Wilson)
   Supervisor Smith states there is no reportable action.

2. Budget Sub Committee Ad-Hoc (Supervisors Smith and Boes)
   Ms. Moore states budget instructions will be release next week.

3. Employee Hiring Ad-Hoc (Supervisors Smith and Boes)
   Supervisor Boes states there is no reportable action.

4. East Park Reservoir Ad-Hoc Committee (Supervisors Smith and Wilson)
   Supervisor Smith states the Lantern Festival is coming up and requests the community to participate in the event to help support East Park Reservoir.

5. Colusa Medical Center Ad-Hoc Committee (Supervisors Boes and Smith)
   Supervisor Smith states there is no updates.

6. City of Colusa WWTP#2 Annexation Ad-Hoc Committee (Supervisor Corona and Boes)
   Supervisor Corona states they will be meeting with County staff after the Board meeting later today.

7. Janus Solar Project Ad-Hoc Committee (Supervisors Wilson and Bell)
   Supervisor Bell recommends dissolving the Ad-Hoc due to the Janus Solar Project approval at the February 25, 2025 Board meeting. Chairman concurs and the Ad-Hoc is dissolved as of March 11, 2025.

X. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Boes

Meetings/functions attended:

- Transportation and Transit meeting
- NACo Legislative conference
- CSAC Child Care Working Group
- Williams Fire Sportsman's Night Fundraiser
- Budget Ad-Hoc meeting

Supervisor Wilson

Meetings/functions attended:

- Met with Ag Commissioners
- Met with Public Works Director
- Met with Zone 3 Representatives

Attachment: 03-11-25 Minutes (10415 : Approval of the February 25, 2025 and March 11, 2025 Regular Meeting Minutes)

Colusa Basin Drainage District meeting
Met with Sites Project Manager
Constituents calls regarding zoning and water issues in Stonyford

Supervisor Bell
Meetings/functions attended:
Colusa Groundwater Authority meeting
Maxwell's Blue and Gold Dinner & Auction Fundraiser
Colusa Red Hawks Dinner & Auction Fundraiser
CCOE Meet & Greet
LAFCo Budget Ad-Hoc meeting
Correspondence with Constituents and County Departments on various issues

Supervisor Corona
Meetings/functions attended:
Works on Law Enforcement Memorial
Calls with Constituents regarding roads conditions, Janus Solar, water commission and street vendors

Supervisor Smith
Meetings/functions attended:
Transportation and Transit meeting
NCWA Water Leadership Class
Sac Region California Jobs First Leadership Council
NCCC meeting
Butte College girls' basketball
St. Patrick's Day Bazaar
Budget Ad-Hoc
Zone 3 meeting

Chair Smith states that there are some key water legislation bills coming through that need to be looked at as follows: AB1156, SB601-394, AB263, AB362, and AB372.

XI. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Supervisor Boes met with some senators in Washington D.C. advocating for the Sites Project and questions budget cuts for some programs.

Chair Smith declares a recess at 10:27 a.m. to convene in Closed Session.

XII. CLOSED SESSION

1. CLOSED SESSION: PUBLIC EMPLOYMENT-California Government Code 54957(b). Title: County Administrative Officer.

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

Chair Smith adjourned the meeting at 12:15 a.m. to reconvene in Regular Session on March 25, 2025 at the hour of 9:00 a.m.

Attachment: 03-11-25 Minutes (10415 : Approval of the February 25, 2025 and March 11, 2025 Regular Meeting Minutes)

_____
Daurice K. Smith, Chair

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

BY_____
Patricia Rodriguez, Deputy Clerk

Attachment: 03-11-25 Minutes (10415 : Approval of the February 25, 2025 and March 11, 2025 Regular Meeting Minutes)

COUNTY OF COLUSA, CA **3.2**

Request For County Board of Supervisors Action

MEETING DATE:	**March 25, 2025**
DEPARTMENT:	**Behavioral Health**
FROM:	**Jayro Pina**
SUBJECT:	**Approve a 2nd Amendment (No. 21-10076-A2) with the California Department of Health Care Services, in order to extend the term of the agreement and replace Exhibit A with an updated Exhibit A.**

Approve a 2nd Amendment (No. 21-10076-A2) with the **California Department of Health Care Services**, in order to extend the term of the agreement and replace Exhibit A with an updated Exhibit A.

Detailed Description/Background of request:

Behavioral Health requests to approve a 2nd Amendment to the Performance Agreement (No. 21-10076-A2) with the California Department of Health Care Services, in order to extend the term of the agreement through June 30th, 2026 and replace Exhibit A with an updated Exhibit A.

The California Department of Health Care Services (DHCS) administers the Mental Health Services Act, Lanterman-Petris-Short Act, Projects for Assistance in Transition from Homelessness, Community Mental Health Services Block Grant, and Crisis Counseling Assistance and Training Program programs and oversees county provision of community mental health services pursuant to the Bronzan-McCorquodale Act.

Colusa County must meet certain conditions and requirements to receive funding for these programs and community mental health services. This Agreement, which is Colusa County's performance contract, as required by Welfare and Institutions Code and California Code of Regulations sets forth conditions and requirements that Colusa County must meet in order to receive this funding.

The contract term will be effective through June 30th, 2026 and Exhibit A will replaced by an updated Exhibit A. There is no fiscal impact as a result of this amendment.

Prior Board Action:

C21-163, and C24-045

Fiscal Impact/Funding Source:

None.

Action for the Clerk:

Please obtain signatures, number contract and:

The requirements for processing the 12-month extension Contract include the following:

1. Original resolutions will be used for this Amendment. However, if the County needs to obtain a new resolution, approved board minutes, order, motion, or ordinance from your County Board of Supervisors, which specifically approves and authorizes execution of this Contract Amendment must be included.

2. The individual authorized by the County Board of Supervisors (BOS) must sign three Standard Agreements (STD 213A). Please ensure that the printed name, title, and address are correct. If they are not correct, then please cross out and replace to the right side of the name and/or address (ensuring all written information is legible).

3. Return the following to DHCS: **Please do not staple any documents.**
   a. One copy of the resolution, if applicable, approved board of minutes, order, motion, or ordinance (or authority documentation if signed by someone other than BOS).
   b. Two original blue ink wet signed STD 213As. Only an original wet signature will be accepted; signature stamps or seals are not an acceptable form of signature.
   c. Two copies of each of the following exhibits:
      i. Standard Agreement - Amendment (Form STD 213A)
      ii. Contractors Certification Clause (CCC 04/2017)

4. Send to:

Regular Mail & Overnight Mail
Department of Health Care Services
Procurement and Contracting Division
Attention: Nga Pham

1501 Capitol Avenue, MS 4200
Sacramento, CA 95814

5. Please retain a copy of the signed STD 213A as a temporary record until such time you receive a copy of the executed Agreement.

ATTACHMENTS:

- 2nd Amendment 21-10067 A2 STD 213A(PDF)
- Updated Exhibit A 21-10076 A2 (PDF)
- Contractor Certification Clauses 21-10076 A2 (PDF)
- C21-163 Department of Health Care Services #21-10076 (PDF)
- C24-045 1st Amendment with Department of Health Care Services #21-10076 A1 (PDF)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

SCO ID: 4260-2110076-A2

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 21 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
21-10076	A2	

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

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTOR NAME
County of Colusa

2. The term of this Agreement is:

START DATE
July 1, 2021

THROUGH END DATE
June 30, 2026

3. The maximum amount of this Agreement after this Amendment is:
$0.00 (Zero Dollars).

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. The effective date of this Amendment is the date approved by DHCS.

II. Purpose of amendment: This amendment extends the contract term end date by 12 (twelve) months. All references to the former contract term of July 1, 2021 through June 30, 2025 in any incorporated exhibit are hereinafter deemed to read July 1, 2021 through June 30, 2026. In addition, Exhibit A - Program Specifications is replaced in its entirety.

III. Certain changes made in this amendment are shown as: Text Additions are displayed in bold and underline. Text deletions are displayed as strike through text.

IV. All other terms and conditions shall remain the same.

All other terms and conditions shall remain the same.

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
162 E. Carson Street	Colusa	CA	95932

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

Attachment: 2nd Amendment 21-10067 A2 STD 213A (10369 : Approve 2nd Amendment to Performance Agreement with Department of Health

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

SCO ID: 4260-2110076-A2

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 21 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
21-10076	A2	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of Health Care Services			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1501 Capitol Avenue, MS 4200	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) Budget Act 2024, Assembly Bill 1812, 4260-116-0890.		

Attachment: 2nd Amendment 21-10067 A2 STD 213A (10369 : Approve 2nd Amendment to Performance Agreement with Department of Health

Exhibit A
Program Specifications

1. Service Overview

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

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

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

2. Service Location

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

3. Service Hours

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

4. Project Representatives

Attachment: Updated Exhibit A 21-10076 A2 (10369 : Approve 2nd Amendment to Performance Agreement with Department of Health Care

Exhibit A
Program Specifications

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

Department of Health Care Service	**County of Colusa**
Contract Manager: ~~Ivan Bhardwaj~~ **Waheeda Sabah** Telephone: ~~(916) 345-7483~~ **(916) 345-7462** ~~Fax: (916) 440-7621~~ Email: ~~Ivan.Bhardwaj@dhcs.ca.gov~~ **Waheeda.Sabah@dhcs.ca.gov**	~~Noel J. O'Neill, LMFT, Interim Behavioral Health Director~~ **Tony Hobson, Ph.D, Behavioral Health Director** Telephone: (530) 458-0520 Fax: (530) 458-7751 Email: ~~nolga2@sbcglobal.net~~ **thobson@countyofcolusaca.gov**

B. Direct all inquiries to:

Department of Health Care Services	**County of Colusa**
Behavioral Health – Community Services Division/Federal Grants Section Attention: DeAnn Harrison 1501 Capitol Avenue, MS 2624 P.O. Box Number 997413 Sacramento, CA, 95899-7413 Phone: (916) 345-8700 Email: DeAnn.Harrison@dhcs.ca.gov	Attention: Jeannie ~~Scroggins~~ **Armstrong** 162 E. Carson Street, Ste A Colusa, CA, 95932 **Telephone: (530) 458-0520** Fax: (530) 458-7751 Email: ~~jscroggins@countyofcolusa.com~~ **jarmstrong@countyofcolusaca.com**

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

5. General Requirements for Agreement

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

A. Comply with the expenditure requirements of Welfare and Institutions Code section 17608.05,

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

Attachment: Updated Exhibit A 21-10076 A2 (10369 : Approve 2nd Amendment to Performance Agreement with Department of Health Care

Exhibit A
Program Specifications

C. Comply with all of the requirements necessary for Medi-Cal reimbursement for mental health treatment services and case management programs provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in Chapter 3 (commencing with section 5700) of Division 5 of the Welfare and Institutions Code, and submit cost reports and other data to DHCS in the form and manner determined by the DHCS,

D. Ensure that the Local Mental Health Advisory Board has reviewed and approved procedures ensuring citizen and professional involvement at all stages of the planning process pursuant to Welfare and Institutions Code section 5604.2,

E. Comply with all provisions and requirements in law pertaining to patient rights,

F. Comply with all requirements in federal law and regulation, and all agreements, certifications, assurances, and policy letters, pertaining to federally funded mental/behavioral health programs, including, but not limited to, the Projects for Assistance in Transition from Homelessness grant, Community Mental Health Services Block Grant, and Substance Abuse Prevention and Treatment Block Grant programs.

G. Provide all data and information set forth in sections 5610 and 5664 of the Welfare and Institutions Code,

H. If County elects to provide the services described in Chapter 2.5 (commencing with section 5670) of Division 5 of the Welfare and Institutions Code, comply with guidelines established for program initiatives outlined in this chapter, and

I. Comply with all applicable laws and regulations for all services delivered, including all laws, regulations, and guidelines of the Mental Health Services Act.

6. Services Authority

A. The Mental Health Services Act Program

1) Program Description

Proposition 63, which created the Mental Health Services Act (MHSA), was approved by the voters of California on November 2, 2004. The Mental Health Services (MHS) Fund, which provides funds to counties for the implementation of its MHSA programs, was established pursuant to Welfare and Institutions Code section 5890. The MHSA was designed to expand California's public mental health programs and services through funding received by a one percent tax on personal incomes in excess of $1 million. Counties use this funding for projects and programs for prevention and early intervention, community services and supports, workforce development and training, innovation, plus capital facilities and technological needs through mental health projects and programs. The State Controller distributes MHS Funds to the counties to plan for and provide mental health programs and other related activities outlined in a county's three-year

Attachment: Updated Exhibit A 21-10076 A2 (10369 : Approve 2nd Amendment to Performance Agreement with Department of Health Care

Exhibit A
Program Specifications

program and expenditure plan or annual update. MHS Funds are distributed by the State Controller's Office to the counties on a monthly basis.

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

2) Issue Resolution Process

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

3) Revenue and Expenditure Report

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

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

a. Welfare and Institutions Code section 5891, subdivision (c), provides that commencing July 1, 2012, on or before the 15th day of each month, pursuant to a methodology provided by DHCS, the State Controller shall distribute to County's Local Mental Health Services Fund (MHS Fund) (established by County pursuant to Welfare and Institutions Code section 5892, subdivision (f)) all unexpended and unreserved funds on deposit as of the last day of the prior month in the Mental Health Services Fund for the provision of specified programs and other related activities.

b. The expenditure for Prevention and Early Intervention (PEI) may be increased by County if DHCS determines that the increase will decrease the need and cost for additional services to severely mentally ill persons in County by an amount at

Attachment: Updated Exhibit A 21-10076 A2 (10369 : Approve 2nd Amendment to Performance Agreement with Department of Health Care

Exhibit A
Program Specifications

least commensurate with the proposed increase. (Welf. & Inst. Code, § 5892, subd. (a)(4).)

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

c. County shall use Local MHS Fund monies to pay for those portions of the mental health programs/services for children and adults for which there is no other source of funds available. (Welf. & Inst. Code, §§ 5813.5, subd. (b), 5878.3 subd. (a); Cal. Code Regs., tit. 9, § 3610, subd. (d).)

d. County shall only use Local MHS Funds to expand mental health services. These funds shall not be used to supplant existing State or County funds utilized to provide mental health services. These funds shall only be used to pay for the programs authorized in Welfare and Institutions Code sections 5890 and 5892. These funds may not be used to pay for any other program and may not be loaned to County's general fund or any other County fund for any purpose. (Welf. & Inst. Code, § 5891, subd. (a).)

e. All expenditures for County mental health programs shall be consistent with a currently approved three-year program and expenditure plan or annual update pursuant to Welfare and Institutions Code section 5847. (Welf. & Inst. Code, §§ 5891, subd. (d), 5892, subd. (g).)

5) Three-Year Program and Expenditure Plan and Annual Updates:

a. County shall prepare and submit a three-year program and expenditure plan, and annual updates, adopted by County's Board of Supervisors, to the Mental Health Services Oversight and Accountability Commission (MHSOAC) and DHCS within 30 calendar days after adoption. (Welf. & Inst. Code, § 5847, subd. (a).) The three-year program and expenditure plan and annual updates shall include all of the following:

i. A program for PEI in accordance with Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840). (Welf. & Inst. Code, § 5847, subd. (b)(1).)

ii. A program for services to children in accordance with Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), to include a wraparound program pursuant to Chapter 4 of Part 6 of Division 9 of the Welfare and Institutions Code (commencing with section 18250),

Attachment: Updated Exhibit A 21-10076 A2 (10369 : Approve 2nd Amendment to Performance Agreement with Department of Health Care

Exhibit A
Program Specifications

or provide substantial evidence that it is not feasible to establish a wraparound program in the County. (Welf. & Inst. Code, § 5847, subd. (b)(2).)

iii. A program for services to adults and seniors in accordance with Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800). (Welf. & Inst. Code, § 5847, subd. (b)(3).)

iv. A program for innovation in accordance with Part 3.2 of Division 5 of the Welfare and Institutions Code (commencing with section 5830). (Welf. & Inst. Code, § 5847, subd. (b)(4).) Counties shall expend funds for their innovation programs upon approval by the Mental Health Services Oversight and Accountability Commission. (Welf. & Inst. Code, § 5830, subd. (e).)

v. A program for technological needs and capital facilities needed to provide services pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850). All plans for proposed facilities with restrictive settings shall demonstrate that the needs of the people to be served cannot be met in a less restrictive or more integrated setting. (Welf. & Inst. Code, § 5847, subd. (b)(5).)

vi. Identification of shortages in personnel to provide services pursuant to the above programs and the additional assistance needed from the education and training programs established pursuant to Part 3.1 of Division 5 of the Welfare and Institutions Code (commencing with section 5820). (Welf. & Inst. Code, § 5847, subd. (b)(6); Cal. Code Regs., tit. 9, § 3830, subd. (b).)

vii. Establishment and maintenance of a prudent reserve to ensure the County program will continue to be able to serve children, adults, and seniors that it is currently serving pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), during years in which revenues for the Local MHS Fund are below recent averages adjusted by changes in the State population and the California Consumer Price Index. (Welf. & Inst. Code, § 5847, subd. (b)(7).)

viii. Certification by County's Behavioral Health Director, which ensures that County has complied with all pertinent regulations, laws, and statutes of

Attachment: Updated Exhibit A 21-10076 A2 (10369 : Approve 2nd Amendment to Performance Agreement with Department of Health Care

Exhibit A
Program Specifications

the MHSA, including stakeholder participation and non-supplantation requirements. (Welf. & Inst. Code, § 5847, subd. (b)(8).)

ix. Certification by County's Behavioral Health Director and County's Auditor-Controller that the County has complied with any fiscal accountability requirements as directed by DHCS, and that all expenditures are consistent with the requirements of the MHSA pursuant to California Code of Regulations, Title 9, sections 3500 and 3505. (Welf. & Inst. Code, § 5847, subd. (b)(9).)

b. County shall include services in the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, to address the needs of transition age youth between the ages of 16 and 25 years old, including the needs of transition age foster youth. (Welf. & Inst. Code, § 5847, subd. (c).)

c. County shall prepare expenditure plans for the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, and annual expenditure updates. Each expenditure plan and annual update shall indicate the number of children, adults, and seniors to be served, and the cost per person. The expenditure update shall also include utilization of unspent funds allocated in the previous year and the proposed expenditure for the same purpose. (Welf. & Inst. Code, § 5847, subd. (e).)

d. County's three-year program and expenditure plan and annual updates shall include reports on the achievement of performance outcomes for services provided pursuant to the Adult and Older Adult Mental Health System of Care Act, Prevention and Early Intervention, and the Children's Mental Health Services Act, which are funded by the Local MHS Fund and established jointly by DHCS and the MHSOAC, in collaboration with the County Behavioral Health Directors Association of California. (Welf. & Inst. Code, § 5848, subd. (c).) County contracts with providers shall include the performance goals from the County's three-year program and expenditure plan and annual updates that apply to each provider's programs and services.

e. County's three-year program and expenditure plan and annual update shall consider ways to provide services to adults and older adults that are similar to those established pursuant to the Mentally Ill Offender Crime Reduction Grant Program. Funds shall not be used to pay for persons incarcerated in State prison or parolees from State prisons. (Welf. & Inst. Code, § 5813.5, subd. (f).)

6) Planning Requirements and Stakeholder Involvement:

a. County shall develop its three-year program and expenditure plan and annual update with local stakeholders, including adults and seniors with severe mental illness, families of children, adults, and seniors with severe mental illness, providers of services, law enforcement agencies, education, social services agencies, veterans, representatives from veterans organizations, providers of

Attachment: Updated Exhibit A 21-10076 A2 (10369 : Approve 2nd Amendment to Performance Agreement with Department of Health Care

Exhibit A
Program Specifications

alcohol and drug services, health care organizations, and other important interests. Counties shall demonstrate a partnership with constituents and stakeholders throughout the process that includes meaningful stakeholder involvement on mental health policy, program planning, and implementation, monitoring, quality improvement, evaluation, and budget allocations. County shall prepare and circulate a draft plan and update for review and comment for at least 30 calendar days to representatives of stakeholder interests and any interested party who has requested a copy of the draft plans. (Welf. & Inst. Code, § 5848, subd. (a); Cal. Code Regs., tit. 9, §§ 3300, 3310, 3315 & 3320.)

b. County's mental health board, established pursuant to Welfare and Institutions Code section 5604, shall conduct a public hearing on the County's draft three-year program and expenditure plan and annual updates at the close of the 30 calendar day comment period. Each adopted three-year program and expenditure plan or annual update shall summarize and analyze substantive recommendations and describe substantive changes to the three-year program and expenditure plan and annual updates. The County's mental health board shall review the adopted three-year program and expenditure plan and annual updates and recommend revisions to the County's mental health department. (Welf. & Inst. Code, § 5848, subd. (b); Cal. Code Regs., tit. 9, § 3315.)

c. The County shall provide for a Community Planning Process as the basis for developing the Three-Year Program and Expenditure Plans and updates. The County shall designate positions and or units responsible for the overall Community Program Planning Process; coordination and management of the Community Program Planning Process; ensuring stakeholders have the opportunity to participate; ensuring that stakeholders reflect the diversity of the demographics of the County; and providing outreach to clients and their family members. The Community Program Planning process shall, at a minimum, include involvement of clients and their family members in all aspects of the Process; participation of stakeholders; and training, as needed, to County staff and stakeholders, clients, and family members regarding the stakeholder process. (Cal. Code Regs., tit. 9, § 3300.)

Attachment: Updated Exhibit A 21-10076 A2 (10369 : Approve 2nd Amendment to Performance Agreement with Department of Health Care

Exhibit A
Program Specifications

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

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

7) County Requirements for Handling MHSA Funds

   a. County shall place all funds received from the State MHS Fund into a Local MHS Fund. The Local MHS Fund balance shall be invested consistent with other County funds and the interest earned on the investments shall be transferred into the Local MHS Fund. (Welf. & Inst. Code, § 5892, subd. (f).)

   b. When accounting for all receipts and expenditures of MHSA funds, County must adhere to uniform accounting standards and procedures that conform to the Generally Accepted Accounting Principles (GAAP), as prescribed by the State Controller in California Code of Regulations, Title 2, division 2, chapter 2, subchapter 1, Accounting Procedures for Counties, sections 901-949, and a manual, which is currently entitled “Accounting Standards and Procedures for Counties” and available at http://www.sco.ca.gov/pubs_guides.html, (Gov. Code, § 30200), except County shall report as spent the full cost of an asset purchased with Capital Facilities and Technological Needs funds.

8) Department Compliance Investigations:

   a. DHCS may investigate County’s performance of the Mental Health Services Act related provisions of this Agreement and compliance with the provisions of the Mental Health Services Act, and relevant regulations. In conducting such an investigation, DHCS may inspect and copy books, records, papers, accounts, documents and any writing, as defined by Evidence Code section 250, that is pertinent or material to the investigation of the County. For purposes of this

Attachment: Updated Exhibit A 21-10076 A2 (10369 : Approve 2nd Amendment to Performance Agreement with Department of Health Care

Exhibit A
Program Specifications

Paragraph, "provider" means any person or entity that provides services, goods, supplies or merchandise, which are directly or indirectly funded pursuant to MHSA. (Gov. Code, §§ 11180, 11181, & 11182; Welf. & Inst. Code, §§ 5651, subd. (b)(9), 5897, subd. (d), & 14124.2.)

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

a. If DHCS determines that County is out-of-compliance with the Mental Health Services Act related provisions of this Agreement, DHCS may request that County submit a plan of correction, including a specific timeline to correct the deficiencies, to DHCS. (Welf. & Inst. Code, § 5897, subd. (e).)

b. In accordance with Welfare and Institutions Code section 5655, if DHCS considers County to be substantially out-of-compliance with any provision of the Mental Health Services Act or relevant regulations, including all reporting requirements, other than timely submission of a complete Revenue and Expenditure Report, the director shall order County to appear at a hearing before the Director or the Director's designee to show cause why the Department should not take administrative action. County shall be given at least twenty (20) days' notice before the hearing.

c. If the Director determines that there is or has been a failure, in a substantial manner, on the part of County to comply with any provision of the Welfare and Institutions Code or its implementing regulations, and that administrative sanctions are necessary, the Department may invoke any, or any combination of, the following sanctions per Welfare and Institutions Code section 5655:

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

B. **Bronzan-McCorquodale Act**

1) Description

The Bronzan-McCorquodale Act realigned responsibility for administration of community mental health services, for the indigent population, to counties (Welf. & Inst. Code, § 5600) and provided a dedicated funding source. The County's primary goal in using the funds is to provide an array of treatment options to seriously emotionally disturbed children and adults who have a serious mental disorder, in every geographic area, to the extent resources are available to the County. (Welf. & Inst. Code, §§ 5600.3, 5600.35, 5600.4) The mission of California's mental health system shall be to enable persons experiencing severe and disabling mental illnesses and children with serious emotional disturbances to access services and

Attachment: Updated Exhibit A 21-10076 A2 (10369 : Approve 2nd Amendment to Performance Agreement with Department of Health Care

Exhibit A
Program Specifications

programs that assist them, in a manner tailored to each individual, to better control their illness, to achieve their personal goals, and to develop skills and supports leading to their living the most constructive and satisfying lives possible in the least restrictive available settings. (Welf. & Inst. Code, § 5600.1)

2) County Obligations

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

a. County shall fund children's services pursuant to the requirements of Welfare and Institutions Code sections 5704.5 and 5704.6.

b. County shall comply with reporting requirements developed by the Department. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(4))

c. To the extent resources are available, County shall maintain the program principles and array of treatment options required under Welfare and Institutions Code sections 5600.2 to 5600.9, inclusive. (Welf. & Inst. Code, § 5614, subd. (b)(5))

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

C. **Lanterman-Petris-Short Act**

1) Description

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

2) Reporting and Data Submission Requirements

a. The County shall maintain data on the number of persons admitted for 72-hour evaluation and treatment, 14-day and 30-day periods of intensive treatment, and 180-day post-certification intensive treatment, the number of persons transferred to mental health facilities pursuant to Section 4011.6 of the Penal Code, the number of persons for whom temporary conservatorships are established, and the number of persons for whom conservatorships are established in the County. (Welf. & Inst. Code § 5402, subds. (a)-(b).) Upon request from DHCS, the County shall provide the aforementioned data or other information, records, and reports,

Attachment: Updated Exhibit A 21-10076 A2 (10369 : Approve 2nd Amendment to Performance Agreement with Department of Health Care

Exhibit A
Program Specifications

which DHCS deems necessary for the purposes of Welfare and Institutions Code section 5402. (*Id.* at subd. (b).)

b. The County shall maintain data on the number of persons whose rights were denied under the LPS Act and the right or rights which were denied. Quarterly, the County shall provide DHCS with a report of the number of persons whose rights were denied under the LPS Act and shall identify the right or rights which were denied. (Welf. & Inst. Code § 5326.1.)

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

3) Laura's Law

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

a. Maintain and provide data to DHCS regarding the services the county provides under Laura's Law. (Welf. & Inst. Code § 5348 (d).) The report shall include an evaluation of the effectiveness of the strategies employed by each program in reducing homelessness and hospitalization of persons in the program and in reducing involvement with local law enforcement by persons in the program. The County shall maintain and include in the report to DHCS all of the information enumerated in Welfare and Institutions Code section 5348, subdivision (d), paragraphs (1) through (14).

b. Pay for the provision of services under Welfare and Institutions Code sections 5347 and 5348 using funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount within the Support Services Account of the Local Revenue Fund 2011, funds from the Mental Health Services Fund when included in county plans pursuant to Section 5847, and any other funds from which the Controller makes distributions to the counties for those purposes. (Welf. & Inst. Code § 5349.)

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

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

Attachment: Updated Exhibit A 21-10076 A2 (10369 : Approve 2nd Amendment to Performance Agreement with Department of Health Care

Exhibit A
Program Specifications

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

County shall submit its Request for Application (RFA) responses and required documentation specified in DHCS' RFA to receive PATH funds. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments available on the DHCS website at: http://www.dhcs.ca.gov/services/MH/Pages/PATH.aspx.

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

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

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

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

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

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

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

Attachment: Updated Exhibit A 21-10076 A2 (10369 : Approve 2nd Amendment to Performance Agreement with Department of Health Care

Exhibit A
Program Specifications

audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

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

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

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

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

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

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

Pursuant to Title 42 United States Code section 5183, and upon the issuance of a Presidential declaration of a major disaster, the State of California may be awarded Federal Emergency Management Agency (FEMA) funding for the Crisis Counseling Assistance and Training Program (CCP). The CCP supports short-term interventions that involve assisting disaster survivors in understanding their current situation and reactions, mitigating stress, developing coping strategies, providing emotional support, and encouraging linkages with other individuals and agencies that help survivors in their

Attachment: Updated Exhibit A 21-10076 A2 (10369 : Approve 2nd Amendment to Performance Agreement with Department of Health Care

Exhibit A
Program Specifications

recovery process. These funds are used to provide services to all individuals affected during a disaster.

1) The CCP is comprised of three funding terms:

   a. Immediate Services Program (ISP) – Funding is provided for the CCP for 60 days from the date of the Presidential declaration.

   b. Immediate Services Program Extension (ISP Extension) – Funding is provided to cover the period from the day after the end of the ISP to the award date of the Regular Services Program (RSP).

   c. Regular Services Program (RSP) – Funding is provided for 9 months from award date to continue and expand the provision of crisis counseling program services.

2) Participation in the CCP is optional. County's request to the State of California that it apply for CCP funding on behalf of the County shall be County's agreement to comply with all applicable federal and State requirements, including the FEMA or Substance Abuse and Mental Health Services Administration (SAMHSA) approved funding application and budget; applicable requirements in the Notice of Award (from FEMA or SAMHSA) to the State, including special and standard program conditions or terms, supplemental grant information, and the federal Health and Human Services Grants Policy Statement; 44 Code of Federal Regulations part 206.171, 42 Code of Federal Regulations part 38 and FEMA or SAMHSA CCP secondary guidance that is in effect on the date County receives the award of funding.

3) The CCP is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for CCP funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75. CCP Funding shall not be used to supplant existing resources. County expenditure of CCP Funds are subject to State and federal oversight, including on-sight program performance reviews and federal audits. (44 C.F.R. § 206.171(k) & 42 C.F.R. § 38.9.)

Attachment: Updated Exhibit A 21-10076 A2 (10369 : Approve 2nd Amendment to Performance Agreement with Department of Health Care

Exhibit A
Program Specifications

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

7. Reporting and Data Submission Requirements

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

A. County shall provide all applicable data and information required by federal and/or State law in order to receive any funds to pay for its MHSA programs, PATH grant (if the County receives funds from this grant), MHBG grant (if the County receives funds from this grant), SABG grant (if the County receives funds from this grant), CCP program, or County provision of community mental health services provided with 1991 realignment funds (other than Medi-Cal). These federal and State laws include Title 42 of the United States Code, sections 290cc-21 through 290ee-10 and 300x through 300x-68, inclusive, Welfare & Institutions Code sections 5610 and 5664 and the regulations that implement, interpret or make specific, these federal and State laws and any DHCS-issued guidelines that relate to the programs or services.

B. County shall comply with DHCS reporting requirements related to the County's receipt of federal or State funding for mental/behavioral health programs. County shall submit complete and accurate information to DHCS, and as applicable the Mental Health Services Oversight and Accountability Commission, including, but not limited, to the following:

1) Client and Service Information (CSI) System Data, as specified in Title 9 of the California Code of Regulations, section 3530.10. (See also section 7, subparagraph (C) of this Agreement.)

2) MHSA Quarterly Progress Reports, as specified in the California Code of Regulations, Title 9, section 3530.20. MHSA Quarterly Progress Reports provide the actual number of clients served by MHSA-funded program. Reports are submitted on a quarterly basis.

3) Full Service Partnership Performance Outcome data, as specified in the California Code of Regulations, Title 9, section 3530.30.

4) Consumer Perception Survey data, as specified in the California Code of Regulations, Title 9, section 3530.40.

5) The Annual Mental Health Services Act Revenue and Expenditure Report, as specified in Welfare and Institutions Code section 5899, subdivision (a), and the California Code of Regulations, Title 9, sections 3510, 3510.010, and 3510.020 and DHCS-issued guidelines.

Attachment: Updated Exhibit A 21-10076 A2 (10369 : Approve 2nd Amendment to Performance Agreement with Department of Health Care

Exhibit A
Program Specifications

6) Innovative Project Reports (annual, final and supplements), as specified in the California Code of Regulations, Title 9, sections 3580 through 3580.020.

7) The Annual Prevention and Early Intervention report, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.010.

8) Three Year Program and Evaluation Reports, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.020.

9) Co-occurring Mental Health and Substance Use Disorder Assessments in accordance with Welfare & Institutions Code section 5891.5.

C. County shall submit CSI data to DHCS, in accordance with Title 9 of the California Code of Regulations, section 3530.10, and according to the specifications set forth in DHCS' CSI Data Dictionary. County shall:

1) Report complete and accurate monthly CSI data to DHCS within 60 calendar days after the end of the month in which services were provided.

2) If complete and accurate data are not reported within 60 calendar days, the county must be in compliance with an approved plan of correction.

3) Make diligent efforts to minimize errors on the CSI error file.

4) Correct all errors on the CSI error file.

5) Notify DHCS 90 calendar days prior to any change in reporting system and/or change of automated system vendor.

D. In the event that DHCS or County determines that, due to federal or State law changes or business requirements, an amendment is needed of either County's or DHCS' obligations under this contract relating to either DHCS' or County's information needs, both DHCS and County agree to provide notice to the other party as soon as feasible prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. DHCS and County agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.

E. For all mental health funding sources received by County that require submission of a cost report, County shall submit a fiscal year-end cost report by December 31 following the close of the fiscal year in accordance with applicable federal and State law, regulations and DHCS-issued guidelines. (Welf. & Inst. Code § 5705; Cal. Code Regs., tit. 9, §§ 3500, 3505.) The cost report shall be certified as true and correct, and with respect to Local Mental Health Service Fund moneys, that the County is in compliance with the California Code of Regulations, Title 9, section 3410, Non-Supplant. The certification must be completed by the Behavioral Health Director and one of the following: the County mental health department's chief financial officer (or equivalent),

Attachment: Updated Exhibit A 21-10076 A2 (10369 : Approve 2nd Amendment to Performance Agreement with Department of Health Care

Exhibit A
Program Specifications

an individual who has delegated authority to sign for and reports directly to the County mental health department's chief financial officer (or equivalent), or the County's auditor-controller (or equivalent). Data submitted shall be full and complete. County shall also submit a reconciled cost report certified by the Behavioral Health Director and the County's auditor-controller as being true and correct no later than 18 months after the close of the following fiscal year.

F. If applicable to a specific federal or State funding source covered by this Agreement, County shall require each of its subcontractors to submit a fiscal year-end cost report to DHCS no later than December 31 following the close of the fiscal year, in accordance with applicable federal and State laws, regulations, and DHCS-issued guidelines.

8. Special Terms and Conditions

A. Audit and Record Retention

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

1) County and/or Subcontractor(s) shall maintain records, including books, documents, and other evidence, accounting procedures and practices, sufficient to properly support all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The forgoing constitutes "records" for the purpose of this provision.

2) County's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

3) County agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. County agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, County agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

4) County and/or Subcontractor(s) shall preserve and make available his/her records (1) for a period of ten years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.

Attachment: Updated Exhibit A 21-10076 A2 (10369 : Approve 2nd Amendment to Performance Agreement with Department of Health Care

Exhibit A
Program Specifications

a. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.

5) County and/or Subcontractor(s) may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, County and/or Subcontractor(s) must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

6) County shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in 2 Code of Federal Regulations part 200.

B. Dispute Resolution Process for Projects for Assistance in Transition from Homelessness Program Grant, Community Mental Health Services Grant Program, and Substance Abuse Prevention and Treatment Block Grant Program.

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

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

Attachment: Updated Exhibit A 21-10076 A2 (10369 : Approve 2nd Amendment to Performance Agreement with Department of Health Care

Exhibit A
Program Specifications

3) Unless otherwise agreed to in writing by DHCS, the Statement of Dispute, supporting documentation, and all correspondence and documents related to the dispute resolution process shall be directed to the following:

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

C. Novation

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

D. Welfare and Institutions Code section 5751.7 Waiver

1) County shall comply with Welfare and Institutions Code section 5751.7 and ensure that minors are not admitted into inpatient psychiatric treatment with adults. If this requirement creates undue hardship to County due to inadequate or unavailable alternative resources, County may request a waiver of this requirement. County shall submit the waiver request on Attachment I of this Agreement to DHCS.

2) DHCS shall review County's waiver request and provide a written notice of approval or denial of the waiver. If County's waiver request is denied, County shall prohibit health facilities from admitting minors into psychiatric treatment with adults.

3) County shall submit the waiver request to DHCS at the time County submits this Agreement, signed by County, to DHCS for execution. County shall complete Attachment I and attach it to this Agreement. See Exhibit A, Attachment I, entitled "Request For Waiver" of this Agreement for additional submission information.

4) Execution of this Agreement by DHCS shall not constitute approval of a waiver submitted pursuant to this section.

5) Any waiver granted in the prior fiscal year's Agreement shall be deemed to continue until either party chooses to discontinue it, as specified in Exhibit A, Attachment I. Execution of this Agreement shall continue independently of the waiver review and approval process.

Attachment: Updated Exhibit A 21-10076 A2 (10369 : Approve 2nd Amendment to Performance Agreement with Department of Health Care

Exhibit A
Program Specifications

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

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

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

E. Americans with Disabilities Act

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

F. Change in County Behavioral Health Director

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

9. GenAI Technology Use & Reporting

A. During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

B. Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as

Attachment: Updated Exhibit A 21-10076 A2 (10369 : Approve 2nd Amendment to Performance Agreement with Department of Health Care

Exhibit A
Program Specifications

grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

C. The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

10. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities that will be grounds for termination of this agreement. The State must provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination will be at the sole discretion of the State.

Attachment: Updated Exhibit A 21-10076 A2 (10369 : Approve 2nd Amendment to Performance Agreement with Department of Health Care

STATE OF CALIFORNIA
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of $100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
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By (Authorized Signature)

Printed Name and Title of Person Signing

Executed in the County of	Executed in the State of

Date Executed

Attachment: Contractor Certification Clauses 21-10076 A2 (10369 : Approve 2nd Amendment to Performance Agreement with Department of

SCO ID: 4260-2110076

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
21-10076	

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

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTOR NAME
County of Colusa

2 The term of this Agreement is

START DATE
July 1, 2021

THROUGH END DATE
June 30, 2024

3 The maximum amount of this Agreement is:
$0.00 (Zero Dollars)

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

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

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
162 E. Carson Street, Suite A	Colusa	CA	95932

PRINTED NAME OF PERSON SIGNING	TITLE
Gary J. Evans	Chair, Colusa County Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE: Gary J. Evans

DATE SIGNED: 9/14/21

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

By Patricia R , Deputy
PATRICIA RODRIGUEZ

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

SCO ID: 4260-2110076

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
21-10076	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of Health Care Services			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1501 Capitol Avenue, MS 4200	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING: Robert M. Strom	TITLE: Chief, Contracts Section		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED: 9/23/21		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable): W&I Code §14703		

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Contractor Certification Clause

CCC 04/2017

CERTIFICATION

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

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

By (Authorized Signature)

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

Printed Name and Title of Person Signing

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

PATRICIA RODRIGUEZ, Deputy

Date Executed	Executed in the County of
9/14/21	Colusa

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

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

DRUG-FREE WORKPLACE REQUIREMENTS:

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

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b) Establish a Drug-Free Awareness Program to inform employees about:

1. the dangers of drug abuse in the workplace;

2. the person's or organization's policy of maintaining a drug-free workplace;

3. any available counseling, rehabilitation and employee assistance programs; and,

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

4. penalties that may be imposed upon employees for drug abuse violations.

c) Provide that every employee who works on the proposed Agreement will:

1. receive a copy of the company's drug-free policy statement; and,

2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

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

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

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

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

EXPATRIATE CORPORATIONS:

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

SWEATFREE CODE OF CONDUCT:

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

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

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

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

DOMESTIC PARTNERS:

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

GENDER IDENTITY:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

CONFLICT OF INTEREST:

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

a) Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

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

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

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

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

LABOR CODE/WORKERS' COMPENSATION:

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

AMERICANS WITH DISABILITIES ACT:

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

CONTRACTOR NAME CHANGE:

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

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

standing by calling the Office of the Secretary of State.

RESOLUTION:

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

AIR OR WATER POLLUTION VIOLATION:

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

PAYEE DATA RECORD FORM STD. 204:

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

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit A
Program Specifications

1. Service Overview

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

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

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

2. Service Location

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

3. Service Hours

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

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit A
Program Specifications

4. Project Representatives

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

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

B. Direct all inquiries to:

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

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

5. General Requirements for Agreement

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

A. Comply with the expenditure requirements of Welfare and Institutions Code section 17608.05,

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

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit A
Program Specifications

C. Comply with all of the requirements necessary for Medi-Cal reimbursement for mental health treatment services and case management programs provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in Chapter 3 (commencing with section 5700) of Division 5 of the Welfare and Institutions Code, and submit cost reports and other data to DHCS in the form and manner determined by the DHCS,

D. Ensure that the Local Mental Health Advisory Board has reviewed and approved procedures ensuring citizen and professional involvement at all stages of the planning process pursuant to Welfare and Institutions Code section 5604.2,

E. Comply with all provisions and requirements in law pertaining to patient rights,

F. Comply with all requirements in federal law and regulation, and all agreements, certifications, assurances, and policy letters, pertaining to federally funded mental/behavioral health programs, including, but not limited to, the Projects for Assistance in Transition from Homelessness grant, Community Mental Health Services Block Grant, and Substance Abuse Prevention and Treatment Block Grant programs.

G. Provide all data and information set forth in sections 5610 and 5664 of the Welfare and Institutions Code,

H. If County elects to provide the services described in Chapter 2.5 (commencing with section 5670) of Division 5 of the Welfare and Institutions Code, comply with guidelines established for program initiatives outlined in this chapter, and

I. Comply with all applicable laws and regulations for all services delivered, including all laws, regulations, and guidelines of the Mental Health Services Act.

6. Services Authority

A. The Mental Health Services Act Program

1) Program Description

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

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit A
Program Specifications

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

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

2) Issue Resolution Process

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

3) Revenue and Expenditure Report

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

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

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

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit A
Program Specifications

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

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

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

c. County shall use Local MHS Fund monies to pay for those portions of the mental health programs/services for children and adults for which there is no other source of funds available. (Welf. & Inst. Code, §§ 5813.5, subd. (b), 5878.3 subd. (a); Cal. Code Regs., tit. 9, § 3610, subd. (d).)

d. County shall only use Local MHS Funds to expand mental health services. These funds shall not be used to supplant existing State or County funds utilized to provide mental health services. These funds shall only be used to pay for the programs authorized in Welfare and Institutions Code sections 5890 and 5892. These funds may not be used to pay for any other program and may not be loaned to County's general fund or any other County fund for any purpose. (Welf. & Inst. Code, § 5891, subd. (a).)

e. All expenditures for County mental health programs shall be consistent with a currently approved three-year program and expenditure plan or

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit A
Program Specifications

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

5) Three-Year Program and Expenditure Plan and Annual Updates:

a. County shall prepare and submit a three-year program and expenditure plan, and annual updates, adopted by County's Board of Supervisors, to the Mental Health Services Oversight and Accountability Commission (MHSOAC) and DHCS within 30 calendar days after adoption. (Welf. & Inst. Code, § 5847, subd. (a).) The three-year program and expenditure plan and annual updates shall include all of the following:

i. A program for PEI in accordance with Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840). (Welf. & Inst. Code, § 5847, subd. (b)(1).)

ii. A program for services to children in accordance with Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), to include a wraparound program pursuant to Chapter 4 of Part 6 of Division 9 of the Welfare and Institutions Code (commencing with section 18250), or provide substantial evidence that it is not feasible to establish a wraparound program in the County. (Welf. & Inst. Code, § 5847, subd. (b)(2).)

iii. A program for services to adults and seniors in accordance with Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800). (Welf. & Inst. Code, § 5847, subd. (b)(3).)

iv. A program for innovation in accordance with Part 3.2 of Division 5 of the Welfare and Institutions Code (commencing with section 5830). (Welf. & Inst. Code, § 5847, subd. (b)(4).) Counties shall expend funds for their innovation programs upon approval by the Mental Health Services Oversight and Accountability Commission. (Welf. & Inst. Code, § 5830, subd. (e).)

v. A program for technological needs and capital facilities needed to provide services pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit A
Program Specifications

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

vi. Identification of shortages in personnel to provide services pursuant to the above programs and the additional assistance needed from the education and training programs established pursuant to Part 3.1 of Division 5 of the Welfare and Institutions Code (commencing with section 5820). (Welf. & Inst. Code, § 5847, subd. (b)(6); Cal. Code Regs., tit. 9, § 3830, subd. (b).)

vii. Establishment and maintenance of a prudent reserve to ensure the County program will continue to be able to serve children, adults, and seniors that it is currently serving pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), during years in which revenues for the Local MHS Fund are below recent averages adjusted by changes in the State population and the California Consumer Price Index. (Welf. & Inst. Code, § 5847, subd. (b)(7).)

viii. Certification by County's Behavioral Health Director, which ensures that County has complied with all pertinent regulations, laws, and statutes of the MHSA, including stakeholder participation and non-supplantation requirements. (Welf. & Inst. Code, § 5847, subd. (b)(8).)

ix. Certification by County's Behavioral Health Director and County's Auditor-Controller that the County has complied with any fiscal accountability requirements as directed by DHCS, and that all expenditures are consistent with the requirements of the MHSA pursuant to California Code of Regulations, Title 9, sections 3500 and 3505. (Welf. & Inst. Code, § 5847, subd. (b)(9).)

b. County shall include services in the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, to address the needs of transition age youth between the ages of 16 and 25 years old,

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit A
Program Specifications

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

c. County shall prepare expenditure plans for the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, and annual expenditure updates. Each expenditure plan and annual update shall indicate the number of children, adults, and seniors to be served, and the cost per person. The expenditure update shall also include utilization of unspent funds allocated in the previous year and the proposed expenditure for the same purpose. (Welf. & Inst. Code, § 5847, subd. (e).)

d. County's three-year program and expenditure plan and annual updates shall include reports on the achievement of performance outcomes for services provided pursuant to the Adult and Older Adult Mental Health System of Care Act, Prevention and Early Intervention, and the Children's Mental Health Services Act, which are funded by the Local MHS Fund and established jointly by DHCS and the MHSOAC, in collaboration with the County Behavioral Health Directors Association of California. (Welf. & Inst. Code, § 5848, subd. (c).) County contracts with providers shall include the performance goals from the County's three-year program and expenditure plan and annual updates that apply to each provider's programs and services.

e. County's three-year program and expenditure plan and annual update shall consider ways to provide services to adults and older adults that are similar to those established pursuant to the Mentally Ill Offender Crime Reduction Grant Program. Funds shall not be used to pay for persons incarcerated in State prison or parolees from State prisons. (Welf. & Inst. Code, § 5813.5, subd. (f).)

6) Planning Requirements and Stakeholder Involvement:

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

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit A
Program Specifications

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

b. County's mental health board, established pursuant to Welfare and Institutions Code section 5604, shall conduct a public hearing on the County's draft three-year program and expenditure plan and annual updates at the close of the 30 calendar day comment period. Each adopted three-year program and expenditure plan or annual update shall summarize and analyze substantive recommendations and describe substantive changes to the three-year program and expenditure plan and annual updates. The County's mental health board shall review the adopted three-year program and expenditure plan and annual updates and recommend revisions to the County's mental health department. (Welf. & Inst. Code, § 5848, subd. (b); Cal. Code Regs., tit. 9, § 3315.)

c. The County shall provide for a Community Planning Process as the basis for developing the Three-Year Program and Expenditure Plans and updates. The County shall designate positions and or units responsible for the overall Community Program Planning Process; coordination and management of the Community Program Planning Process; ensuring stakeholders have the opportunity to participate; ensuring that stakeholders reflect the diversity of the demographics of the County; and providing outreach to clients and their family members. The Community Program Planning process shall, at a minimum, include involvement of clients and their family members in all aspects of the Process; participation of stakeholders; and training, as needed, to County staff and stakeholders, clients, and family members regarding the stakeholder process. (Cal. Code Regs., tit. 9, § 3300.)

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit A
Program Specifications

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

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

7) County Requirements for Handling MHSA Funds

   a. County shall place all funds received from the State MHS Fund into a Local MHS Fund. The Local MHS Fund balance shall be invested consistent with other County funds and the interest earned on the investments shall be transferred into the Local MHS Fund. (Welf. & Inst. Code, § 5892, subd. (f).)

   b. When accounting for all receipts and expenditures of MHSA funds, County must adhere to uniform accounting standards and procedures that conform to the Generally Accepted Accounting Principles (GAAP), as prescribed by the State Controller in California Code of Regulations, Title 2, division 2, chapter 2, subchapter 1, Accounting Procedures for Counties, sections 901-949, and a manual, which is currently entitled "Accounting Standards and Procedures for Counties" and available at http://www.sco.ca.gov/pubs_guides.html, (Gov. Code, § 30200),

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit A
Program Specifications

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

8) Department Compliance Investigations:

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

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

a. If DHCS determines that County is out-of-compliance with the Mental Health Services Act related provisions of this Agreement, DHCS may request that County submit a plan of correction, including a specific timeline to correct the deficiencies, to DHCS. (Welf. & Inst. Code, § 5897, subd. (e).)

b. In accordance with Welfare and Institutions Code section 5655, if DHCS considers County to be substantially out-of-compliance with any provision of the Mental Health Services Act or relevant regulations, including all reporting requirements, other than timely submission of a complete Revenue and Expenditure Report, the director shall order County to appear at a hearing before the Director or the Director's designee to show cause why the Department should not take administrative action. County shall be given at least twenty (20) days' notice before the hearing.

c. If the Director determines that there is or has been a failure, in a substantial manner, on the part of County to comply with any provision of the Welfare and Institutions Code or its implementing regulations, and that administrative sanctions are necessary, the Department may

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit A
Program Specifications

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

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

B. **Bronzan-McCorquodale Act**

1) Description

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

2) County Obligations

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

a. County shall fund children's services pursuant to the requirements of Welfare and Institutions Code sections 5704.5 and 5704.6.

b. County shall comply with reporting requirements developed by the Department. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(4))

c. To the extent resources are available, County shall maintain the program principles and array of treatment options required under

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit A
Program Specifications

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

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

C. **Lanterman-Petris-Short Act**

1) Description

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

2) Reporting and Data Submission Requirements

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

b. The County shall maintain data on the number of persons whose rights were denied under the LPS Act and the right or rights which were denied. Quarterly, the County shall provide DHCS with a report of the number of persons whose rights were denied under the LPS Act and shall identify the right or rights which were denied. (Welf. & Inst. Code § 5326.1.)

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit A
Program Specifications

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

3) Laura's Law

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

a. Maintain and provide data to DHCS regarding the services the county provides under Laura's Law. (Welf. & Inst. Code § 5348 (d).) The report shall include an evaluation of the effectiveness of the strategies employed by each program in reducing homelessness and hospitalization of persons in the program and in reducing involvement with local law enforcement by persons in the program. The County shall maintain and include in the report to DHCS all of the information enumerated in Welfare and Institutions Code section 5348, subdivision (d), paragraphs (1) through (14).

b. Pay for the provision of services under Welfare and Institutions Code sections 5347 and 5348 using funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount within the Support Services Account of the Local Revenue Fund 2011, funds from the Mental Health Services Fund when included in county plans pursuant to Section 5847, and any other funds from which the Controller makes distributions to the counties for those purposes. (Welf. & Inst. Code § 5349.)

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

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

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit A
Program Specifications

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

County shall submit its Request for Application (RFA) responses and required documentation specified in DHCS' RFA to receive PATH funds. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments available on the DHCS website at: http://www.dhcs.ca.gov/services/MH/Pages/PATH.aspx.

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

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

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

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

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

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

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit A
Program Specifications

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

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

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

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

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

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

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

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

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

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit A
Program Specifications

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

1) The CCP is comprised of three funding terms:

   a. Immediate Services Program (ISP) – Funding is provided for the CCP for 60 days from the date of the Presidential declaration.

   b. Immediate Services Program Extension (ISP Extension) – Funding is provided to cover the period from the day after the end of the ISP to the award date of the Regular Services Program (RSP).

   c. Regular Services Program (RSP) – Funding is provided for 9 months from award date to continue and expand the provision of crisis counseling program services.

2) Participation in the CCP is optional. County's request to the State of California that it apply for CCP funding on behalf of the County shall be County's agreement to comply with all applicable federal and State requirements, including the FEMA or Substance Abuse and Mental Health Services Administration (SAMHSA) approved funding application and budget; applicable requirements in the Notice of Award (from FEMA or SAMHSA) to the State, including special and standard program conditions or terms, supplemental grant information, and the federal Health and Human Services Grants Policy Statement; 44 Code of Federal Regulations part 206.171, 42 Code of Federal Regulations part 38 and FEMA or SAMHSA CCP secondary guidance that is in effect on the date County receives the award of funding.

3) The CCP is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for CCP funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75. CCP Funding shall not be used to supplant existing resources. County expenditure of CCP Funds are subject to State and federal oversight, including on-sight

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit A
Program Specifications

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

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

7. Reporting and Data Submission Requirements

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

A. County shall provide all applicable data and information required by federal and/or State law in order to receive any funds to pay for its MHSA programs, PATH grant (if the County receives funds from this grant), MHBG grant (if the County receives funds from this grant), SABG grant (if the County receives funds from this grant), CCP program, or County provision of community mental health services provided with 1991 realignment funds (other than Medi-Cal). These federal and State laws include Title 42 of the United States Code, sections 290cc-21 through 290ee-10 and 300x through 300x-68, inclusive, Welfare & Institutions Code sections 5610 and 5664 and the regulations that implement, interpret or make specific, these federal and State laws and any DHCS-issued guidelines that relate to the programs or services.

B. County shall comply with DHCS reporting requirements related to the County's receipt of federal or State funding for mental/behavioral health programs. County shall submit complete and accurate information to DHCS, and as applicable the Mental Health Services Oversight and Accountability Commission, including, but not limited, to the following:

1) Client and Service Information (CSI) System Data, as specified in Title 9 of the California Code of Regulations, section 3530.10. (See also section 7, subparagraph (C) of this Agreement.)

2) MHSA Quarterly Progress Reports, as specified in the California Code of Regulations, Title 9, section 3530.20. MHSA Quarterly Progress Reports

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit A
Program Specifications

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

3) Full Service Partnership Performance Outcome data, as specified in the California Code of Regulations, Title 9, section 3530.30.

4) Consumer Perception Survey data, as specified in the California Code of Regulations, Title 9, section 3530.40.

5) The Annual Mental Health Services Act Revenue and Expenditure Report, as specified in Welfare and Institutions Code section 5899, subdivision (a), and the California Code of Regulations, Title 9, sections 3510, 3510.010, and 3510.020 and DHCS-issued guidelines.

6) Innovative Project Reports (annual, final and supplements), as specified in the California Code of Regulations, Title 9, sections 3580 through 3580.020.

7) The Annual Prevention and Early Intervention report, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.010.

8) Three Year Program and Evaluation Reports, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.020.

9) Co-occurring Mental Health and Substance Use Disorder Assessments in accordance with Welfare & Institutions Code section 5891.5.

C. County shall submit CSI data to DHCS, in accordance with Title 9 of the California Code of Regulations, section 3530.10, and according to the specifications set forth in DHCS' CSI Data Dictionary. County shall:

1) Report complete and accurate monthly CSI data to DHCS within 60 calendar days after the end of the month in which services were provided.

2) If complete and accurate data are not reported within 60 calendar days, the county must be in compliance with an approved plan of correction.

3) Make diligent efforts to minimize errors on the CSI error file.

4) Correct all errors on the CSI error file.

5) Notify DHCS 90 calendar days prior to any change in reporting system and/or change of automated system vendor.

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit A
Program Specifications

D. In the event that DHCS or County determines that, due to federal or State law changes or business requirements, an amendment is needed of either County's or DHCS' obligations under this contract relating to either DHCS' or County's information needs, both DHCS and County agree to provide notice to the other party as soon as feasible prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. DHCS and County agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.

E. For all mental health funding sources received by County that require submission of a cost report, County shall submit a fiscal year-end cost report by December 31 following the close of the fiscal year in accordance with applicable federal and State law, regulations and DHCS-issued guidelines. (Welf. & Inst. Code § 5705; Cal. Code Regs., tit. 9, §§ 3500, 3505.) The cost report shall be certified as true and correct, and with respect to Local Mental Health Service Fund moneys, that the County is in compliance with the California Code of Regulations, Title 9, section 3410, Non-Supplant. The certification must be completed by the Behavioral Health Director and one of the following: the County mental health department's chief financial officer (or equivalent), an individual who has delegated authority to sign for and reports directly to the County mental health department's chief financial officer (or equivalent), or the County's auditor-controller (or equivalent). Data submitted shall be full and complete. County shall also submit a reconciled cost report certified by the Behavioral Health Director and the County's auditor-controller as being true and correct no later than 18 months after the close of the following fiscal year.

F. If applicable to a specific federal or State funding source covered by this Agreement, County shall require each of its subcontractors to submit a fiscal year-end cost report to DHCS no later than December 31 following the close of the fiscal year, in accordance with applicable federal and State laws, regulations, and DHCS-issued guidelines.

8. Special Terms and Conditions

A. Audit and Record Retention

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

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

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit A
Program Specifications

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

2) County's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

3) County agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. County agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, County agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

4) County and/or Subcontractor(s) shall preserve and make available his/her records (1) for a period of ten years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.

   a. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

   b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.

5) County and/or Subcontractor(s) may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, County and/or Subcontractor(s) must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit A
Program Specifications

6) County shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in 2 Code of Federal Regulations part 200.

B. Dispute Resolution Process for Projects for Assistance in Transition from Homelessness Program Grant, Community Mental Health Services Grant Program, and Substance Abuse Prevention and Treatment Block Grant Program.

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

1) The Contractor must first informally discuss the problem with the DHCS Project Representative listed in subparagraph 3 below. If the parties are unable to resolve the problem informally, the Contractor must mail a written Statement of Dispute, with supporting evidence, to DHCS at the address listed in subparagraph 3 below. The Statement of Dispute must describe the issues in dispute, the legal authority or other basis for the Contractor's position, and the remedy sought.

2) The Branch Chief of DHCS' Operations Branch will decide the dispute and mail a written decision to the Contractor within twenty (20) working days of receiving the Statement of Dispute from the Contractor. The decision will be in writing, resolve the dispute, and include a statement of the reasons for the decision that addresses each issue raised by the Contractor. If applicable, the decision will also indicate any action Contractor must take to comply with the decision. The Branch Chief's decision shall be the final administrative determination of DHCS.

3) Unless otherwise agreed to in writing by DHCS, the Statement of Dispute, supporting documentation, and all correspondence and documents related to the dispute resolution process shall be directed to the following:

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit A
Program Specifications

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

C. Novation

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

D. Welfare and Institutions Code section 5751.7 Waiver

1) County shall comply with Welfare and Institutions Code section 5751.7 and ensure that minors are not admitted into inpatient psychiatric treatment with adults. If this requirement creates undue hardship to County due to inadequate or unavailable alternative resources, County may request a waiver of this requirement. County shall submit the waiver request on Attachment I of this Agreement to DHCS.

2) DHCS shall review County's waiver request and provide a written notice of approval or denial of the waiver. If County's waiver request is denied, County shall prohibit health facilities from admitting minors into psychiatric treatment with adults.

3) County shall submit the waiver request to DHCS at the time County submits this Agreement, signed by County, to DHCS for execution. County shall complete Attachment I and attach it to this Agreement. See Exhibit A, Attachment I, entitled "Request For Waiver" of this Agreement for additional submission information.

4) Execution of this Agreement by DHCS shall not constitute approval of a waiver submitted pursuant to this section.

5) Any waiver granted in the prior fiscal year's Agreement shall be deemed to continue until either party chooses to discontinue it, as specified in Exhibit

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit A
Program Specifications

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

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

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

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

E. Americans with Disabilities Act

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

F. Change in County Behavioral Health Director

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

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit A, Attachment I
Request for Waiver

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

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

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

1. A description of the hardship to the County/City due to inadequate or unavailable alternative resources that would be caused by compliance with the State policy regarding the provision of psychiatric treatment to minors.

2. The specific treatment protocols and administrative procedures established by the County/City for identifying and providing appropriate treatment to minors admitted with adults.

3. Name, address, and telephone number of the facility

   - Number of the facility's beds designated for involuntary treatment
   - Type of facility, license(s), and certification(s) held (including licensing and certifying agency and license and certificate number)
   - A copy of the facility's current license or certificate and description of the program, including target population and age groups to be admitted to the designated facility.

4. If applicable, the County Board of Supervisors' decision to designate a facility as a facility for evaluation and treatment pursuant to Welfare and Institutions Code sections 5150, 5585.50, and 5585.55.

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

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

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit B
Funds Provision

1. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an agreement amendment to Contractor to reflect the reduced amount.

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit D
Information Confidentiality and Security Requirements

1. **Definitions**. For purposes of this Exhibit, the following definitions shall apply:

   A. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

   B. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

   C. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

   D. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. **It is DHCS' policy to consider all information about individuals private unless such information is determined to be a public record.** This information must be protected from inappropriate access, use, or disclosure and must be made accessible to data subjects upon request. Personal Information includes the following:

      Notice-triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code sections 1798.29 and 1798.82.

2. **Nondisclosure**. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI).

3. The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.

4. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.

5. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than DHCS

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit D
Information Confidentiality and Security Requirements

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

6. The Contractor shall observe the following requirements:

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

1) Personnel Controls

a. ***Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PSCI, must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.

b. ***Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

c. ***Confidentiality Statement.*** All persons that will be working with DHCS PSCI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PSCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.

d. ***Background Check.*** Before a member of the workforce may access DHCS PSCI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

2) Technical Security Controls

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

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit D
Information Confidentiality and Security Requirements

is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.

b. ***Server Security.*** Servers containing unencrypted DHCS PSCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

c. ***Minimum Necessary.*** Only the minimum necessary amount of DHCS PSCI required to perform necessary business functions may be copied, downloaded, or exported.

d. ***Removable media devices.*** All electronic files that contain DHCS PSCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

e. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store DHCS PSCI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

f. ***Patch Management.*** All workstations, laptops and other systems that process and/or store DHCS PSCI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

g. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing DHCS PSCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

h. ***Data Destruction.*** When no longer needed, all DHCS PSCI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PSCI cannot be retrieved.

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit D
Information Confidentiality and Security Requirements

i. ***System Timeout.*** The system providing access to DHCS PSCI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

j. ***Warning Banners.*** All systems providing access to DHCS PSCI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

k. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PSCI, or which alters DHCS PSCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PSCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

l. ***Access Controls.*** The system providing access to DHCS PSCI must use role based access controls for all user authentications, enforcing the principle of least privilege.

m. ***Transmission encryption.*** All data transmissions of DHCS PSCI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PSCI can be encrypted. This requirement pertains to any type of PSCI in motion such as website access, file transfer, and E-Mail.

n. ***Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting DHCS PSCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3) Audit Controls

a. ***System Security Review.*** All systems processing and/or storing DHCS PSCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

b. ***Log Reviews.*** All systems processing and/or storing DHCS PSCI must have a routine procedure in place to review system logs for unauthorized access.

c. ***Change Control.*** All systems processing and/or storing DHCS PSCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit D
Information Confidentiality and Security Requirements

4) Business Continuity / Disaster Recovery Controls

a. ***Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PSCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

b. ***Data Backup Plan.*** Contractor must have established documented procedures to backup DHCS PSCI to maintain retrievable exact copies of DHCS PSCI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PSCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

5) Paper Document Controls

a. ***Supervision of Data.*** DHCS PSCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PSCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

b. ***Escorting Visitors.*** Visitors to areas where DHCS PSCI is contained shall be escorted and DHCS PSCI shall be kept out of sight while visitors are in the area.

c. ***Confidential Destruction.*** DHCS PSCI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

d. ***Removal of Data.*** DHCS PSCI must not be removed from the premises of the Contractor except with express written permission of DHCS.

e. ***Faxing.*** Faxes containing DHCS PSCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

f. ***Mailing.*** Mailings of DHCS PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PSCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit D
Information Confidentiality and Security Requirements

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

Discovery and Notification of Breach. Notice to DHCS:

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

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

C. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PSCI, the Contractor shall take:
1) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
2) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

D. ***Investigation of Breach***. The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI. If the initial report did not include all of the requested information marked with an asterisk, then within seventy-two (72) hours of the discovery, The Contractor shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Exhibit D
Information Confidentiality and Security Requirements

E. ***Written Report***. The Contractor shall provide a written report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer, if all of the required information was not included in the DHCS Privacy Incident Report, within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

F. ***Notification of Individuals***. The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications.

7. **Affect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

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

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

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

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

EXHIBIT E

PRIVACY AND INFORMATION SECURITY PROVISIONS

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

Exhibit E consists of the following parts:

1. Exhibit E-1, HIPAA Business Associate Addendum, which provides for the privacy and security of PHI.

1. Exhibit E-2, which provides for the privacy and security of PI in accordance with specified provisions of the Agreement between the Department and the Social Security Administration, known as the Information Exchange Agreement (IEA) and the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (Computer Agreement) to the extent Contractor access, receives, or transmits PI under these Agreements. Exhibit E-2 further provides for the privacy and security of PI under Civil Code Section 1798.3(a) and 1798.29.

2. Exhibit E-3, Miscellaneous Provision, sets forth additional terms and conditions that extend to the provisions of Exhibit E in its entirety.

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

EXHIBIT E-1

HIPAA Business Associate Addendum

1. Recitals.

A. A business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. Section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") between Department and Contractor arises only to the extent that Contractor creates, receives, maintains, transmits, uses or discloses PHI or ePHI on the Department's behalf, or provides services, arranges, performs or assists in the performance of functions or activities on behalf of the Department that are included in the definition of "business associate" in 45 C.F.R. 160.103 where the provision of the service involves the disclosure of PHI or ePHI from the Department, including but not limited to, utilization review, quality assurance, or benefit management. To the extent Contractor performs these services, functions, and activities on behalf of Department, Contractor is the Business Associate of the Department, acting on the Department's behalf. The Department and Contractor are each a party to this Agreement and are collectively referred to as the "parties."

B. The Department wishes to disclose to Contractor certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, to be used or disclosed in the course of providing services and activities as set forth in Section 1.A. of Exhibit E-1 of this Agreement. This information is hereafter referred to as "Department PHI".

C. The purpose of this Exhibit E-1 is to protect the privacy and security of the PHI and ePHI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, including, but not limited to, the requirement that the Department must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act.

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

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

2. Definitions.

A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.

B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.

C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.

D. Department PHI shall mean Protected Health Information or Electronic Protected Health Information, as defined below, accessed by Contractor in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services on behalf of the Department as specified in Section 1.A. of Exhibit E-1 of this Agreement. The terms PHI as used in this document shall mean Department PHI.

E. Electronic Health Records shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921 and implementing regulations.

F. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.

G. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

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

H. Privacy Rule shall mean the HIPAA Regulations that are found at 45 CFR Parts 160 and 164, subparts A and E.

I. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR Section 160.103 and as defined under HIPAA.

J. Required by law, as set forth under 45 CFR Section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.

L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Department PHI, or confidential data utilized by Contractor to perform the services, functions and activities on behalf of Department as set forth in Section 1.A. of Exhibit E-1 of this Agreement; or interference with system operations in an information system that processes, maintains or stores Department PHI.

M. Security Rule shall mean the HIPAA regulations that are found at 45 CFR Parts 160 and 164.

N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. Section 17932(h), any guidance issued by the Secretary pursuant to such Act and the HIPAA regulations.

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

3. Terms of Agreement.

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

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

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

1) **Use and Disclose for Management and Administration**. Use and disclose Department PHI for the proper management and administration of the Contractor's business, provided that such disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed, in accordance with section D(7) of this Exhibit E-1, that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.

2) **Provision of Data Aggregation Services**. Use Department PHI to provide data aggregation services to the Department to the extent requested by the Department and agreed to by Contractor. Data aggregation means the combining of PHI created or received by the Contractor, as the Business Associate, on behalf of the Department with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the Department

C. **Prohibited Uses and Disclosures**

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

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

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

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

D. **Responsibilities of Contractor**

Contractor agrees:

1) **Nondisclosure**. Not to use or disclose Department PHI other than as permitted or required by this Agreement or as required by law, including but not limited to 42 CFR Part 2.

2) **Compliance with the HIPAA Security Rule**. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Department PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of the Department, in compliance with 45 CFR Sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of Department PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Section 164, subpart C, in compliance with 45 CFR Section164.316. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Contractor will provide the Department with its current and updated policies upon request.

3) **Security**. Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

a. Complying with all of the data system security precautions listed in Attachment A, Data Security Requirements;

b. Achieving and maintaining compliance with the HIPAA

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

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

c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

4) **Security Officer**. Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with the Department.

5) **Mitigation of Harmful Effects**. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PHI by Contractor or its subcontractors in violation of the requirements of this Exhibit E.

6) **Reporting Unauthorized Use or Disclosure.** To report to Department any use or disclosure of Department PHI not provided for by this Exhibit E of which it becomes aware.

7) **Contractor's Agents and Subcontractors**.

a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Contractor with respect to such Department PHI under this Exhibit E, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Contractor shall incorporate, when applicable, the relevant provisions of this Exhibit E-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to Contractor.

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

b. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall:

i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or

ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

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

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

b. If Contractor maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the Department to fulfill its obligations under the HITECH

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

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

9) **Amendment of Department PHI**. To make any amendment(s) to Department PHI that were requested by a patient and that the Department directs or agrees should be made to assure compliance with 45 CFR Section 164.526, in the time and manner designated by the Department, with the Contractor being given a minimum of twenty (20) days within which to make the amendment.

10) **Internal Practices**. To make Contractor's internal practices, books and records relating to the use and disclosure of Department PHI available to the Department or to the Secretary, for purposes of determining the Department's compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Contractor, Contractor shall provide written notification to the Department and shall set forth the efforts it made to obtain the information.

11) **Documentation of Disclosures**. To document and make available to the Department or (at the direction of the Department) to an individual such disclosures of Department PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of such PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR Section 164.528 and 42 U.S.C. Section 17935(c). If Contractor maintains electronic health records for the Department as of January 1, 2009 and later, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.

12) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

a. **Initial Notice to the Department.** (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

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

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

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

i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

b. **Investigation and Investigation Report**. To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI . Within 72 hours of the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.

c. **Complete Report**. To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

d. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

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

e. **Responsibility for Notification of Affected Individuals.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, Contractor shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require Contractor to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

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

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

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

13) **Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Contractor knows of a material breach or violation by the Department of this Exhibit E-1, it shall take the following steps:

a. Provide an opportunity for the Department to cure the breach or end the violation and terminate the Agreement if the Department does not cure the breach or end the violation within the time specified by Contractor; or

b. Immediately terminate the Agreement if the Department has breached a material term of the Exhibit E-1 and cure is not possible.

14) **Sanctions and/or Penalties**. Contractor understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Contractors may result in the imposition of sanctions and/or penalties on Contractor under HIPAA, the HITECH Act and the HIPAA regulations.

E. Obligations of the Department.

The Department agrees to:

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

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

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

2) **Notification of Restrictions**. Notify the Contractor of any restriction to the use or disclosure of Department PHI that the Department has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Contractor's use or disclosure of PHI.

3) **Requests Conflicting with HIPAA Rules**. Not request the Contractor to use or disclose Department PHI in any manner that would not be permissible under the HIPAA regulations if done by the Department.

4) **Notice of Privacy Practices**. Provide Contractor with the web link to the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice. Visit the DHCS website to view the most current Notice of Privacy Practices at: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/NoticeofPrivacyPractices.aspx or the DHCS website at www.dhcs.ca.gov (select "Privacy in the right column and "Notice of Privacy Practices" on the right side of the page).

F. Audits, Inspection and Enforcement

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

G. Termination.

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

2) **Termination for Cause**. In accordance with 45 CFR Section

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

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

a. Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by the Department; or

b. Immediately terminate this Agreement if Contractor has breached a material term of this Exhibit E-1 and cure is not possible.

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Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

EXHIBIT E-2

Privacy and Security of Personal Information and Personally Identifiable Information Not Subject to HIPAA

1. Recitals.

A. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the Department is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:

1) The California Information Practices Act of 1977 (California Civil Code §§1798 et seq.),

2) The Agreement between the Social Security Administration (SSA) and the Department, known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency. The IEA, including the CMPPA is attached to this Exhibit E as Attachment B and is hereby incorporated in this Agreement.

3) Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2.

B. The purpose of this Exhibit E-2 is to set forth Contractor's privacy and security obligations with respect to PI and PII that Contractor may create, receive, maintain, use, or disclose for or on behalf of Department pursuant to this Agreement. Specifically this Exhibit applies to PI and PII which is not Protected Health Information (PHI) as defined by HIPAA and therefore is not addressed in Exhibit E-1 of this Agreement, the HIPAA Business Associate Addendum; however, to the extent that data is both PHI or ePHI and PII, both Exhibit E-1 and this Exhibit E-2 shall apply.

C. The IEA Agreement referenced in A.2) above requires the Department to extend its substantive privacy and security terms to subcontractors who receive data provided to DHCS by the Social Security Administration. If Contractor receives data from DHCS that includes data provided to DHCS by the Social Security Administration, Contractor must comply with the following specific sections of the IEA Agreement: E. Security Procedures, F. Contractor/Agent Responsibilities, and G. Safeguarding and Reporting Responsibilities for Personally Identifiable Information ("PII"), and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the Social Security Administration. Contractor must also ensure that any agents, including a

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

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

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

2. Definitions.

A. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

B. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code section 1798.29(f).

C. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).

D. "Department PI" shall mean Personal Information, as defined below, accessed in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of the Department.

E. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS).

F. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29 whose unauthorized access may trigger notification requirements under Civil Code section 1798.29. For purposes of this provision, identity shall include, but not be limited to, name, address, email address, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

G. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

H. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code Section 1798.3(a).

I. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

J. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

3. Terms of Agreement

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

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

B. **Responsibilities of Contractor**

Contractor agrees:

1) **Nondisclosure.** Not to use or disclose Department PI or PII other than as permitted or required by this Agreement or as required by applicable state and federal law.

2) **Safeguards.** To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

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

3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

a. Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;

b. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

c. If the data obtained by Contractor from DHCS includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement, which are attached as Attachment B and incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor also agrees to ensure that any agents, including a subcontractor to whom it provides DHCS PII, agree to the same requirements for privacy and security safeguards for confidential data that apply to Contractor with respect to such information.

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

4) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PI or PII by Contractor or its subcontractors in violation of this Exhibit E-2.

5) **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit E-2 on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Department PI or PII to the subcontractor.

6) **Availability of Information to DHCS.** To make Department PI and PII available to the Department for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of Department PI and PII. If Contractor receives Department PII, upon request by DHCS, Contractor shall provide DHCS with a list of all employees, contractors and agents who have access to Department PII, including employees, contractors and agents of its subcontractors and agents.

7) **Cooperation with DHCS.** With respect to Department PI, to cooperate with and assist the Department to the extent necessary to ensure the Department's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of Department PI, correction of errors in Department PI, production of Department PI, disclosure of a security breach involving Department PI and notice of such breach to the affected individual(s).

8) **Confidentiality of Alcohol and Drug Abuse Patient Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.

9) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

   a. Initial Notice to the Department. (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured Department PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

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

b. Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic Department PI or PII, notice shall be provided by calling the Department Information Security Officer. Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx .

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

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

d. **Investigation and Investigation Report**. To immediately investigate such suspected security incident, security

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

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

e. **Complete Report**. To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

f. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PI or PII is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, section 1798.29and as may be required under the IEA. Contractor shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

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

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

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

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

10) Designation of Individual Responsible for Security

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

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

EXHIBIT E-3

Miscellaneous Terms and Conditions

Applicable to Exhibit E

1) **Disclaimer**. The Department makes no warranty or representation that compliance by Contractor with this Exhibit E, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of the Department PHI, PI and PII.

2) **Amendment**. The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit E may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit E embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. The Department may terminate this Agreement upon thirty (30) days written notice in the event:

   a) Contractor does not promptly enter into negotiations to amend this Exhibit E when requested by the Department pursuant to this section; or

   b) Contractor does not enter into an amendment providing assurances regarding the safeguarding of Department PHI that the Department deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

3) **Judicial or Administrative Proceedings**. Contractor will notify the Department if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. The Department may terminate this Agreement if Contractor is found guilty of a criminal violation of HIPAA. The Department may terminate this Agreement if a finding or stipulation that the Contractor has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined.

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

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

4) **Assistance in Litigation or Administrative Proceedings**. Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to the Department at no cost to the Department to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Department, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.

5) **No Third-Party Beneficiaries**. Nothing express or implied in the terms and conditions of this Exhibit E is intended to confer, nor shall anything herein confer, upon any person other than the Department or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

6) **Interpretation**. The terms and conditions in this Exhibit E shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree that any ambiguity in the terms and conditions of this Exhibit E shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations, and, if applicable, any other relevant state and federal laws.

7) **Conflict.** In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI, PI and PII from unauthorized disclosure. Further, Contractor must comply within a reasonable period of time with changes to these standards that occur after the effective date of this Agreement.

8) **Regulatory References**. A reference in the terms and conditions of this Exhibit E to a section in the HIPAA regulations means the section as in effect or as amended.

9) **Survival.** The respective rights and obligations of Contractor under Section 3, Item D of Exhibit E-1, and Section 3, Item B of Exhibit E-2, Responsibilities of Contractor, shall survive the termination or expiration of this Agreement.

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

10) **No Waiver of Obligations**. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

11) **Audits, Inspection and Enforcement.** From time to time, and subject to all applicable federal and state privacy and security laws and regulations, the Department may conduct a reasonable inspection of the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit E. Contractor shall promptly remedy any violation of any provision of this Exhibit E. The fact that the Department inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit E. The Department's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the Department's enforcement rights under this Agreement, including this Exhibit E.

12) **Due Diligence.** Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit E and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and other applicable state and federal law, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit E.

13) **Term.** The Term of this Exhibit E-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(I), and when all Department PI and PII is destroyed in accordance with Attachment A.

14) **Effect of Termination**. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all Department PHI, PI and PII that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify the Department of the conditions that make the return or destruction infeasible, and the Department and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of this Exhibit E to such Department PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Attachment A
Data Security Requirements

1. Personnel Controls

A. **Employee Training**. All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

B. **Employee Discipline**. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

C. **Confidentiality Statement**. All persons that will be working with Department PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to Department PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for Department inspection for a period of six (6) years following termination of this Agreement.

D. **Background Check**. Before a member of the workforce may access Department PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

2. Technical Security Controls

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

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the Department Information Security Office.

B. **Server Security**. Servers containing unencrypted Department PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

C. **Minimum Necessary**. Only the minimum necessary amount of Department PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

D. **Removable media devices**. All electronic files that contain Department PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

E. **Antivirus software**. All workstations, laptops and other systems that process and/or store Department PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

F. **Patch Management**. All workstations, laptops and other systems that process and/or store Department PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.

G. **User IDs and Password Controls**. All users must be issued a unique user name for accessing Department PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

1) Upper case letters (A-Z)

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

2) Lower case letters (a-z)
3) Arabic numerals (0-9)
4) Non-alphanumeric characters (punctuation symbols)

H. **Data Destruction**. When no longer needed, all Department PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the Department Information Security Office.

I. **System Timeout**. The system providing access to Department PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

J. **Warning Banners**. All systems providing access to Department PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

K. **System Logging**. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for Department PHI or PI, or which alters Department PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If Department PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

L. **Access Controls**. The system providing access to Department PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

M. **Transmission encryption**. All data transmissions of Department PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing Department PHI can be encrypted. This requirement pertains to any type of Department PHI or PI in motion such as website access, file transfer, and E-Mail.

N. **Intrusion Detection**. All systems involved in accessing, holding, transporting, and protecting Department PHI or PI that are accessible via

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

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

3. Audit Controls

A. **System Security Review**. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing Department PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

B. **Log Reviews**. All systems processing and/or storing Department PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

C. **Change Control**. All systems processing and/or storing Department PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

A. **Emergency Mode Operation Plan**. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of Department PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

B. **Data Backup Plan**. Contractor must have established documented procedures to backup Department PHI to maintain retrievable exact copies of Department PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Department PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of Department data.

5. Paper Document Controls

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

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

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

B. **Escorting Visitors**. Visitors to areas where Department PHI or PI is contained shall be escorted and Department PHI or PI shall be kept out of sight while visitors are in the area.

C. **Confidential Destruction**. Department PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

D. **Removal of Data**. Only the minimum necessary Department PHI or PI may be removed from the premises of the Contractor except with express written permission of the Department. Department PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractors locations.

E. **Faxing**. Faxes containing Department PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

F. **Mailing**. Mailings containing Department PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of Department PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of the Department to use another method is obtained.

Attachment: C21-163 Department of Health Care Services #21-10076 (10369 : Approve 2nd Amendment to Performance Agreement with

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT - AMENDMENT
STD 213A (Rev. 4/2020)

SCO ID: 4260-2110076-A1

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
21-10076	A1	

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

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

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTOR NAME
County of Colusa

2. The term of this Agreement is:

START DATE
July 1, 2021

THROUGH END DATE
June 30, 2025

3. The maximum amount of this Agreement after this Amendment is:
$0.00 (Zero Dollars)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. The effective date of this amendment is the date approved by DHCS.

II. Purpose of amendment: This amendment extends the contract end date by 12 (twelve) months for more of the same services. All services remain the same.

III. Certain changes made in this amendment are shown as: Text additions are displayed in bold and underline. Text deletions are displayed as strike through text.

All other terms and conditions shall remain the same.

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
162 E. Carson St.	Colusa	CA	95932

PRINTED NAME OF PERSON SIGNING	TITLE
for Gary J. Evans	Chair
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Gary J. Evans	4/23/25

Attachment: C24-045 1st Amendment with Department of Health Care Services #21-10076 A1 (10369 : Approve 2nd Amendment to Performance

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT - AMENDMENT
STD 213A (Rev. 4/2020)

SCO ID: 4260-2110076-A1

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
21-10076	A1	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of Health Care Services			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1501 Capitol Avenue, MS 4200	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
Robert M. Strom	Staff Services Manager II		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
	MAY 07 2024		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	2023 Budget Act - SB 101		

Attachment: C24-045 1st Amendment with Department of Health Care Services #21-10076 A1 (10369 : Approve 2nd Amendment to Performance

STD 213A Continuation

IV. Paragraph 2 (Term Dates) on the face of the original STD 213 is amended to read July 1, 2021 through ~~June 30, 2024~~ **June 30, 2025.** All references to the former contract term of July 1, 2021 through June 30, 2024 in any exhibit incorporated into this agreement are hereinafter deemed to read **July 1, 2021 through June 30, 2025.**

V. All other terms and conditions shall remain the same.

Attachment: C24-045 1st Amendment with Department of Health Care Services #21-10076 A1 (10369 : Approve 2nd Amendment to Performance

State of California—Health and Human Services Agency
Department of Health Care Services

DHCS

Michelle Baass
DIRECTOR

GAVIN NEWSOM
GOVERNOR

May 7, 2024

County of Colusa
Attn: Gary J. Evans
162 E. Carson St.
Colusa, CA 95932

Agreement # 21-10076 A1

Dear Gary J. Evans,

Enclosed is the fully executed agreement for your records. You are now authorized to provide the agreed upon services. Include DHCS' agreement number on all invoices and future correspondence related to this agreement.

1. Enclosed is the Voluntary Statistical Data Sheet (DGS PD 802)*. Pursuant to Public Contracting Code section 10111, State agencies are required to capture voluntary information on ethnicity, race and gender of business owners on all awarded contracts and procurements.
   - ☐ Complete and return to:
     DHCS Procurement and Contracting Division
     ATTN: SB/DVBE Advocate
     PO Box 997143, MS 4200
     Sacramento, CA 95899-7413 **OR** Email: contracts@dhcs.ca.gov

   **Note the completion of this form is completely voluntary.*

2. For matters such as invoice/payment issues or scope of work, please contact the Contract Manager identified in Exhibit A of the executed agreement.

For any other questions concerning this agreement, please contact the Procurement and Contracting Division at (916) 552-8006.

Sincerely,

DHCS Procurement and Contracting Division

Attachment: C24-045 1st Amendment with Department of Health Care Services #21-10076 A1 (10369 : Approve 2nd Amendment to Performance

COUNTY OF COLUSA, CA

3.3

Request For County Board of Supervisors Action

MEETING DATE: March 25, 2025

DEPARTMENT: Health and Human Services

FROM: Kirill Obraztsov

SUBJECT: Authorize out of state travel for three (3) Public Health staff employees (Kim Bjork, Holly Duffy, and Sofia Becerra) to attend the 2025 Preparedness Summit Conference in San Antonio, TX.

Authorize out of state travel for three (3) Public Health staff employees (Kim Bjork, Holly Duffy, and Sofia Becerra) to attend the 2025 Preparedness Summit Conference in San Antonio, TX.

Detailed Description/Background of request

The preparedness Summit is the first and longest running national conference on public health preparedness. The conference presents new research findings, shares tools and resources, and provides a variety of opportunities for attendees to learn how to implement model practices that enhance the nation's capabilities to prepare for and recover from disasters and other emergencies.

Attendees will learn practical tools, strategies, and concepts that demonstrate the latest effective methods to confront the ongoing public health challenges facing our governmental public health workforce today. The conference includes more than 100 sharing sessions, live plenaries, workshops, networking opportunities, and an exhibit hall featuring exhibitors showcasing services and products tailored for public health professionals and their agencies.

The Preparedness Summit will help staff to bring timely and relevant scientific information back to their day-to-day work. The conference theme, "Pathways to Recovery in the Aftermath of Disasters," will provide an opportunity to reflect on lessons learned from current and previous responses, and highlight tools, resources, and learnings that can be applied into the future. Staff will learn directly from experts in the field and expand their professional network. Staff will also have on-demand access to the sessions after the conference.

DHHS' Public Health unit is requesting that three (3) staff persons be approved to attend this four-day conference in San Antonio, TX, from April 29th to May 2nd, 2025.

Prior Board Action
None

Fiscal Impact/Funding Source
No impact to County General Fund as all costs are covered by Emergency Preparedness Office (EPO) agreement and budgeted under Public Health Emergency Preparedness (PHEP) budget for FY24/25. Registration costs are $1,000 per person. Flights are budgeted at $900 for all three persons. Airport parking is $65. Costs for lodging are around $2,895 for all three people, depending on hotels availability at a time of booking.

Action for the Clerk
None

ATTACHMENTS:

- About the Preparedness Summit (PDF)

PREPAREDNESS SUMMIT

Pathways to Recovery in the Aftermath of Disasters

April 29-May 2, 2025 | San Antonio, TX

About the Preparedness Summit

About the 2025 Conference Theme

Recovery is an important but often overlooked phase in the disaster life cycle that begins immediately after the threat to human life has subsided. We, as a community, must take time to be intentional about recovery to learn from our experiences and improve preparedness and response capacity into the future. This is particularly timely in the wake of the COVID-19 pandemic and amidst the cascading challenges of environmental disasters.

Now is our opportunity to ask questions and develop answers as we consider roles and responsibilities, and resources needed to undertake the crucial step of recovery. What does recovery look like for individuals, systems, organizations, and the community? How do we ensure equity in all aspects of recovery? How do we strengthen relationships across sectors to work together in recovery? How do we ensure our workforce is part of a recovery plan? How does recovery impact how we prepare for and respond to the next event?

The theme of the 2025 Preparedness Summit, "**Pathways to Recovery in the Aftermath of Disasters**," will provide an opportunity to explore these and many other questions as we share experiences, learn, and collaborate across the public health, emergency management, and healthcare sectors. By taking the time to consider and incorporate into our work the many facets of recovery, we can truly build resilience with our communities in the short- and long-term.

About the Preparedness Summit

The Preparedness Summit is the first and longest-running national conference on public health preparedness. Since its beginning in 2007, the National Association of County and City Health Officials (NACCHO) has taken a leadership role in convening a wide array of partners to participate in the Summit; presenting new research findings, sharing tools and resources, and providing a variety of



What do Preparedness Summit attendees had to say about the experience?

"The summit provided a plethora of information and tools to help public health professionals do their job. I offered opportunities to network with and learn from professionals."

"I felt this year's Preparedness Summit was a breath of fresh air. I believe the future of public health and health care preparedness lies in greater coordination, collaboration, and communication. By ensuring aspects of both public health and medical preparedness are

Attachment: About the Preparedness Summit (10374 : Out of State Travel Request)

Have Questions? Chat with Pat!

opportunities for attendees to learn how to implement model practices that enhance the nation's capabilities to prepare for, respond to, and recover from disasters and other emergencies.

Over the last decade, the nature of threats to our national health security have changed significantly. As professionals in the public health preparedness space, we can expect these threats to continue to evolve. It is imperative that we adapt our public health practices to meet the demands of an ever-evolving threat environment. But how do we, as preparedness leaders, help our communities become more prepared to respond to and recover from uncharted catastrophic events? We can start doing so by discovering new and creative solutions to address events like pandemic diseases, the opioid crisis, active shooter emergencies, and cybersecurity threats.

Each year, the Preparedness Summit will feature experts from the healthcare and emergency management fields in addition to public health preparedness professionals to address the gaps between these life-saving industries in an effort to work more collaboratively and efficiently in the face of emerging threats. Reaching across these sectors will leverage diversity of thought and advance the capacity of our communities to respond to and recover from emergency events. We hope that this conference will provide an opportunity to build stronger partnerships and encourage us to find innovative solutions with our allies.

Subscribe to the Preparedness Summit e-newsletter to get the latest news on the 2025 Preparedness Summit.

session we can build stronger partnerships and create a more resilient nation."

"I really appreciated the thoughtfulness that the conference planners put into this summit."

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Powered by Higher Logic

Attachment: About the Preparedness Summit (10374 : Out of State Travel Request)

COUNTY OF COLUSA, CA 3.4

Request For County Board of Supervisors Action

MEETING DATE: March 25, 2025

DEPARTMENT: Human Resources

FROM: Dar Rhodes

SUBJECT: Approve out of State travel for Principal HR Analyst to attend the 2025 Association of Workplace Investigators Nashville Training Institute.

Approve out of State travel for Principal HR Analyst to attend the 2025 Association of Workplace Investigators Nashville Training Institute.

Detailed Description/Background of request

I am requesting approval for Principal HR Analyst, Yareli Mora, to travel out of state to attend the Association of Workplace Investigators (AWI) Training Institute for Workplace Investigators, scheduled for August 4-8, 2025, in Nashville, TN.

The AWI Training Institute is recognized as the gold standard in the field of workplace investigations. This intensive program provides comprehensive training on the core knowledge and skills necessary to conduct impartial and effective workplace investigations. The curriculum includes four days of instruction, featuring 10 hours of small-group sessions led by experienced faculty, followed by a full day of intense testing. Participants who successfully complete the program earn a certification and the designation of AWI-Certificate Holder (AWI-CH), demonstrating mastery of workplace investigation best practices.

Attending this training will enhance our ability to conduct thorough, unbiased, and legally sound investigations, ensuring compliance with workplace policies and regulations. This aligns with the County's commitment to fair and effective workplace practices. I anticipate that the knowledge gained will contribute significantly to our internal investigative processes and risk management efforts. Having an additional HR professional with this designation will save the County tens of thousands of dollars in outside investigation processes, as the average workplace investigation costs $30,000.

Prior Board Action

None.

Fiscal Impact/Funding Source

Budgeted:
Training Institute registration is $3,500

Lodging is approximately $1,734.00
Round trip flight is approximately $424
Meal cost is unknown at this time.

Action for the Clerk
None

ATTACHMENTS:

- AWI Training Institute Information(PDF)

Certificate Program

Training Institute | Institute Curriculum | Certificate Program | Continuing Education | Institute FAQs

AWI Training Institute is an accredited certificate program that consists of four days of training and one day of testing for the in-person program and eight days of training and two days of testing for the virtual program. Participants will take a series of three tests to assess their knowledge of the materials taught, interviewing skills, and analysis and report writing skills. Students who achieve passing scores on each assessment receive a certificate and the ability to use the certificate designation of AWI-CH, Association of Workplace Investigators Certificate Holder. Passing scores must be achieved within one year of Institute attendance.

AWI Assessments

- **AWI Knowledge Test:** A one and three-quarter hour multiple choice knowledge test (Passing Score: 70% of scored items)
- **AWI Interview Assessment:** 20-minute individual, oral interview (Passing Score: Overall rating of "Acceptable")
- **AWI Analysis and Report Writing Assessment:** A one and one-half hour report writing test to which the student will write the answer on a computer provided by AWI (Passing Score: Overall rating of "Acceptable")

For additional information about the policies regarding the AWI Certificate Program, please refer to our Certificate Issuance, Use and Monitoring Policy.

View AWI Training Institute Certificate Holders

The AWI Training Institute and certificate program is ANAB accredited.

ANAB
ANSI National Accreditation Board
ACCREDITED
ANSI/ASTM E2659
CERTIFICATE ISSUER

Attachment: AWI Training Institute Information (10371 : Authorize out of State Travel)

Rates

2025 Training Institute Tuition*
AWI Member: US$3,500
AWI Non-Member: US$3,750

Purpose and Scope

The programs' purpose is to teach the core knowledge and skills necessary to successfully perform impartial workplace investigations. The scope for this program is the specific set of core knowledge and skills necessary to successfully perform impartial workplace investigations. These form the basis for the modules in the curriculum and its learning outcomes.

Core knowledge: bias, planning, law, evidence, credibility, ethics and post-investigation processes

Core skills: interviewing, analysis and report writing skills

Prerequisites

Because the Institute curriculum and tests are intensive and fast-paced, AWI recommends that the registrant possesses both general analytical and writing skills. Some previous experience with training and testing programs and/or some previous experience in the field of workplace investigations is also recommended. However, there are no prerequisites that are required to attend the AWI Institute Training.

Certificate Requirements

There are two requirements in order to obtain the Institute certificate.

Attendance

AWI Assessments

ADA Accommodations

If a documented disability or documented impairment due to a medical condition prevents you from participating in the Institute sessions or taking the tests under the standard conditions described above, you may request an accommodation by submitting a completed Request for Accommodation form and supporting documentation up to 2 weeks prior to the start date of the Institute in which you are registered to Alexa.Mogck@awi.org.

REQUEST FOR ACCOMMODATION FORM

Special Requirements

For the in-person Institute, attendees are required to bring a laptop to the Training Institute for the Report Writing Exercise. For the virtual Institute, participants will need a computer with a webcam and reliable internet connection for both the training and assessments. All other

Attachment: AWI Training Institute Information (10371 : Authorize out of State Travel)

necessary materials, supplies, and technology needed for the Institute, including the assessments, will be provided by AWI.

Continuing Education

AWI offers the continuing education credits with some institutions to Institute participants. For a complete list, please click here.

Institute Faculty

Each institute is staffed with faculty who are recognized experts in their fields, have completed the Institute Training, passed the assessment tests and hold the designation of Association of Workplace Investigators Certificate Holder (AWI-CH).

For more information about the faculty and their qualifications, please visit each individual Institute page listed above.

Contact Us

If you have any questions about the AWI Training Institute or complaints, please contact education@awi.org. Review the AWI Complaints and Appeals Policy.

Attachment: AWI Training Institute Information (10371 : Authorize out of State Travel)

COUNTY OF COLUSA, CA

3.5

Request For County Board of Supervisors Action

MEETING DATE: March 25, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Kaline Moore

SUBJECT: Approve 2nd Modification to California Psychiatric Transitions Inc., for psychiatric treatment and rehabilitations services.

Approve 2nd Modification to **California Psychiatric Transitions Inc**., for psychiatric treatment and rehabilitations services.

Detailed Description/Background of request

Behavioral Health requests a second modification to the agreement with California Psychiatric Transitions (C24-021) for mental health rehabilitation services in order to extend the term through June 30th, 2026 and update the rates of service for the FY 25/26.

California Psychiatric Transitions (CPT) is a fully licensed Mental Health Rehabilitation Center (MHRC). The facility offers psychiatric treatment and rehabilitation services to seriously mentally ill adults over the age of eighteen (18). The goal of the programs is to implement at treatment plan designed specifically for each resident, focusing on medication, behavioral and psychiatric needs. In addition, CPT offers a highly structured program that caters to a wide spectrum of the mental health community. A daily agenda assists residents with elementary functions including activities of daily living, interactive groups, both cognitive and rudimentary, as well as group outings and associated work programs. Its sole purpose is to allow clients to develop into self-reliant individuals and thus allow their return to a less restrictive setting within the community.

Behavioral Health requests to extend the term of the contract from June 30th, 2025 to June 30th, 2026. Behavioral Health also requests to replace Exhibit "B"-Rate Table FY 2024-2025 with an updated Exhibit "B"-Rate Table FY 2025-2026 effective July 1st, 2025.

Prior Board Action

Approved contract C24-021 and 1st modification C24-066

Fiscal Impact/Funding Source

Budgeted 003-55270-713-0 Support and Care of Persons
Not to exceed $250,000 per fiscal year.

Action for the Clerk
Please number contract, obtain signatures and send to:

California Psychiatric Transitions Inc.
P.O. Box 339
Delhi, CA 95315

ATTACHMENTS:

- 2nd Contract Modification - CA Psychiatric Transitions (DOCX)
- Exhibit B - CPT Rate Sheet 2025-2026 (PDF)
- C24-066 1st Mod California Psychiatric Transitions Inc (PDF)
- C24-021 California Psychiatric Transitions, Inc (PDF)

C25-_____

Second Modification of Contract C24-021 for Mental Health Rehabilitation Services

This Second Modification of Contract C24-021 for Mental Health Rehabilitation Services is between Colusa County (County), a political subdivision of the State of California, and California Psychiatric Transitions, Inc., a California corporation.

Background

On February 13, 2024, the parties executed Contract No. C24-021 for the contractor to provide County with Mental Health rehabilitation services.

On May 21, 2024, the Contract was modified, with an effective date of July 1, 2024, extending the term of the contract, increasing annual compensation, removing, and replacing Exhibit "B" through modification C24-066.

The parties now want to modify the Contract to extend the term of the contract from June 30th 2025 to June 30th 2026 and also replace Exhibit "B"-Rate Table FY 2024-2025 with an updated Exhibit "B"-Rate Table FY 2025-2026 effective July 1st, 2025.

Modification

The parties agree to modify the Contract effective July 1, 2025 as follows:

1. Section 2, Term, is modified to extend the termination date through June 30, 2026.

2. Section 21, Attachments, is modified by deleting Exhibit "B" CPT Rate Sheet and replacing with a NEW Exhibit "B" CPT Rate Table FY 2025-2026, attached hereto.

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

CALIFORNIA PSYCHIATRIC TRANSITIONS, INC.

_____Date:_____
Signature

_____
Printed Name and Title

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

by _____
Ann Nordyke, Deputy

Attachment: 2nd Contract Modification - CA Psychiatric Transitions (10372 : 2nd mod Ca Psychiatric Transitions)

C25-_____

Attachment: 2nd Contract Modification - CA Psychiatric Transitions (10372 : 2nd mod Ca Psychiatric Transitions)

Exhibit "B"

California Psychiatric Transitions

Rate Table FY 2025-2026

MHRC	
LPS	$518/Day
1:1 Monitoring	$59.00/Hour
DBU	
LPS, IST, DIV, Murphy	$1024/Day
1:1 Monitoring	$59.00/Hour
FORENSIC	
IST, DIV, Murphy	$736/Day
1:1 Monitoring	$59.00/Hour

Bed hold rate will be the same rate as the corresponding unit that the bed is being held in.

Attachment: Exhibit B - CPT Rate Sheet 2025-2026 (10372 : 2nd mod Ca Psychiatric Transitions)

C24- 066

First Modification Mental Health Rehabilitations Services Contract

This First Modification Mental Health Rehabilitation Services contract is between Colusa County (County), a political subdivision of the State of California, and California Psychiatric Transitions, Inc., ("Contractor"), a California Corporation.

Background

On February 13, 2024, the parties executed Contract No. C24-021, for the contractor to provide County with mental health rehabilitation services.

The parties now want to modify the Contract to increase the compensation.

Modification

The parties agree to modify the Contract effective July 1, 2024, as follows:

1. Section 2, Term, is modified to extend the termination date through June 30, 2025.
2. Section 3, Compensation, is modified by increasing compensation to $250,000 per fiscal year, effective July 1, 2024.
3. Section 21, Attachments, is modified by deleting Exhibit "B" CPT Rate Sheet and replacing with a **NEW** Exhibit "B" CPT Rate Sheet, attached hereto.

COUNTY OF COLUSA

_____ Date: 5/21/24
Gary J. Evans, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

CALIFORNIA PSYCHIATRIC TRANSITIONS, INC.

_____ Date: 5.29.2024
AARON STOCKING, DIRECTOR
Printed Name and Title

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

_____
Tiffany Jorgensen, Deputy Clerk

Attachment: C24-066 1st Mod California Psychiatric Transitions Inc (10372 : 2nd mod Ca Psychiatric Transitions)

C24- 066

EXHIBIT "B"

CPT RATE SHEET

RATE TABLE FY 2024-2025

MRC	
LPS	$502/Day
1:1 Monitoring	$57.00/Hour
DBU	
LPS, IST, DIV, Murphy	$994/Day
1:1 Monitoring	$57.00/Hour
FORENSIC	
IST, DIV, Murphy	$714/Day
1:1 Monitoring	$57.00/Hour

Bed hold rate will be the same rate as the corresponding unit that the bed is being held in.

Attachment: C24-066 1st Mod California Psychiatric Transitions Inc (10372 : 2nd mod Ca Psychiatric Transitions)

SHANKSKO01 MARIAVELASQUEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/29/2024

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

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

PRODUCER
NFP Property & Casualty Services, Inc.
160 West Santa Clara Street
Suite 575
San Jose, CA 95113

CONTACT NAME:
PHONE (A/C, No, Ext): (408) 792-5400 FAX (A/C, No): (408) 792-3670
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : Berkshire Hathaway Homestate Insurance Company	20044
INSURER C : Houston Casualty Company	42374
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
California Psychiatric Transitions, Inc.
P.O. Box 339
Delhi, CA 95315

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		PHPK2634781	1/1/2024	1/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:						PROFESSIONAL LI	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			PHPK2634781	1/1/2024	1/1/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE			PHUB893093	1/1/2024	1/1/2025	AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		CAWC459340	11/1/2023	11/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liabili			PHPK2634781	1/1/2024	1/1/2025	Ea. Limit $1M / Agg	3,000,000
C	Cyber Liability - Co			H23EMD50224703	10/23/2023	10/23/2024	Each Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Sexual & Physical Abuse - Policy #PHPK2634781. Carrier: Philadelphia Indemnity Insurance Company. 1/1/2024-1/1/2025. Each Claim/Agg Limit: $1,000,000- Abusive Conduct Limit for $1M/$1M.

Re: Per Written Contract or Agreement with the Named Insured.
*EXCEPT 10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM
Colusa County Behavioral Health as additional insured as repects work performed by the named insured per policy form PI-GLD-HS 10/11 attached. Form CIR Attached.

CERTIFICATE HOLDER

Colusa County Behavioral Health
162 E Carson Street
Colusa, CA 95932

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Maria Velasquez

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Attachment: C24-066 1st Mod California Psychiatric Transitions Inc (10372 : 2nd mod Ca Psychiatric Transitions)

AGENCY CUSTOMER ID: SHANKSKO01 MARIAVELASQUEZ

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
NFP Property & Casualty Services, Inc.		California Psychiatric Transitions, Inc. P.O. Box 339 Delhi, CA 95315
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

CONTRACTUAL INSURANCE REQUIREMENTS

The attached Certificate of Insurance is provided as part of our service to our client, the Insured. If special endorsements have been provided, they also are indicated attached. You may find that these documents do not comply with all the terms and conditions of the underlying contract between the Certificate Holder and the Insured due to the insurance company's insuring conditions, limitations, exclusions and other terms.

If you have any questions, please contact the undersigned.

NFP Property and Casualty Services, Inc.
160 West Santa Clara Street, Suite #575
CA License #0F15715
TELEPHONE: 408.792.5400
FAX: 408.792.3670

Attachment: C24-066 1st Mod California Psychiatric Transitions Inc (10372 : 2nd mod Ca Psychiatric Transitions)

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PI-GLD-HS (10/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	$30,000 limit	2
Damage to Premises Rented to You	$1,000,000	3
HIPAA	Clarification	4
Medical Payments	$20,000	5
Medical Payments Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments Bail Bonds	$5,000	5
Supplementary Payment Loss of Earnings	$1,000 per day	5
Employee Indemnification Defense Coverage	$25,000	5
Key and Lock Replacement Janitorial Services Client Coverage	$10,000 limit	6
Additional Insured Newly Acquired Time Period	Amended	6
Additional Insured Medical Directors and Administrators	Included	7
Additional Insured Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured Broadened Named Insured	Included	7
Additional Insured Funding Source	Included	7
Additional Insured Home Care Providers	Included	7
Additional Insured Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured Lessor of Leased Equipment	Included	7
Additional Insured Grantor of Permits	Included	8
Additional Insured Vendor	Included	8
Additional Insured Franchisor	Included	9
Additional Insured When Required by Contract	Included	9
Additional Insured Owners, Lessees, or Contractors	Included	9
Additional Insured State or Political Subdivisions	Included	10

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Attachment: C24-066 1st Mod California Psychiatric Transitions Inc (10372 : 2nd mod Ca Psychiatric Transitions)

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury includes Mental Anguish	Included	11
Personal and Advertising Injury includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions,** Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the insured. This exclusion does not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

(□□ Based on the named insured s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter s liability insurance of the client.

□□ Non-Owned Watercraft

SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions,** Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 58 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

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Attachment: C24-066 1st Mod California Psychiatric Transitions Inc (10372 : 2nd mod Ca Psychiatric Transitions)

LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item □□□is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another s property, unless the damage to property is caused by your client, up to a $30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word fire is changed to fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in:

   a. The last paragraph of **SECTION I COVERAGES**, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

      Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III LIMITS OF INSURANCE**.

   b. **SECTION III LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

      Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

   c. **SECTION V DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

      A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

   That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

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a. $1,000,000; or

b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

   We will pay those sums that the insured becomes legally obligated to pay as damages because of a violation(s) of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any suit, investigation, or civil proceeding seeking these damages. However, we will have no duty to defend the insured against any suit seeking damages, investigation, or civil proceeding to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

   This insurance does not apply to:

   a. Intentional, Willful, or Deliberate Violations

   Any willful, intentional, or deliberate violation(s) by any insured.

   b. Criminal Acts

   Any violation which results in any criminal penalties under the HIPAA.

   c. Other Remedies

   Any remedy other than monetary damages for penalties assessed.

   d. Compliance Reviews or Audits

   Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V DEFINITIONS** is amended to include the following additional definitions:

   a. Civil proceeding means an action by the Department of Health and Human Services (HHS) arising out of violations.

   b. Investigation means an examination of an actual or alleged violation(s) by HHS. However, investigation does not include a Compliance Review.

   c. Violation means the actual or alleged failure to comply with the regulations included in the HIPAA.

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G. Medical Payments Limit Increased to $20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

   a. $20,000; or
   b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I COVERAGE, COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

   (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. **b.** Up to $5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.d. is deleted in its entirety and replaced by the following:

1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I COVERAGES, SUPPLEMENTARY PAYMENTS COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an employee in a criminal proceeding occurring in the course of employment.

The most we will pay for any employee who is alleged to be directly involved in a criminal proceeding is $25,000 regardless of the numbers of employees, claims or suits brought or persons or organizations making claims or bringing suits.

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K. Key and Lock Replacement Janitorial Services Client Coverage

SECTION I COVERAGES, SUPPLEMENTARY PAYMENTS COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the clients premises due to theft or other loss to keys entrusted to you by your client, up to a $10,000 limit per occurrence and $10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, employees , managers , directors, trustees, authorized representatives or any one to whom you entrust the keys of a client for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph **(1)** above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

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Coverage Part, Paragraph **3.a.** is deleted in its entirely and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. Medical Directors and Administrators Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. Managers and Supervisors Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your employees are also insureds for bodily injury to a co-employee while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. Broadened Named Insured Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. Funding Source Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. Home Care Providers At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. Managers, Landlords, or Lessors of Premises Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any occurrence which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

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organization is an insured only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person s or organization s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any occurrence which takes place after the equipment lease expires.

h. Grantors of Permits Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. Vendors Only with respect to bodily injury or property damage arising out of your products which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

( ) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

j. Franchisor Any person or organization with respect to their liability as the grantor of a franchise to you.

k. As Required by Contract Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

l. Owners, Lessees or Contractors Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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m. State or Political Subdivisions Any state or political subdivision as required, subject to the following provisions:

(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **2.** is amended as follows:

a. is amended to include:

This condition applies only when the occurrence or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or suit is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

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Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer s rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury Mental Anguish

SECTION V DEFINITIONS, Paragraph **3.** Is deleted in its entirety and replaced by the following:

Bodily injury means:

a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

b. Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

R. Personal and Advertising Injury Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of personal and advertising injury is amended as follows:

1. **SECTION V DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

   b. Malicious prosecution or abuse of process;

2. **SECTION V DEFINITIONS**, Paragraph 14. is amended by adding the following:

   Discrimination based on race, color, religion, sex, age or national origin, except when:

   a. Done intentionally by or at the direction of, or with the knowledge or consent of:

   (1) Any insured; or

   (2) Any executive officer, director, stockholder, partner or member of the insured;

   b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

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c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

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C24-021

MENTAL HEALTH REHABILITATION SERVICES CONTRACT

This Mental Health Rehabilitation Services ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and California Psychiatric Transitions, Inc., ("Contractor"), a California Corporation.

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

2. **Term:** This Contract shall begin on February 1, 2024, and shall continue until all requested services are completed, but no later than June 30, 2024.

3. **Compensation:** County will pay Contractor compensation not to exceed $140,000 per fiscal year, as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

   A. Invoices shall:

   1) Be prepared on Contractor's letterhead.
   2) Bear Contractor's name as shown on the contract.
   3) Bear the contract number.
   4) Itemize the costs incurred.
   5) Include a summary of the services provided.
   6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

   A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

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

Attachment: C24-021 California Psychiatric Transitions, Inc (10372 : 2nd mod Ca Psychiatric Transitions)

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. Notwithstanding any other provision contained herein, County and Contractor agree that Contractor does not meet the definition of a Non-Federal Entity under 2 CFR 200 and does not bill via Medi-Cal and/or Medi-care, and hence, is exempt from the audit provisions, cost reports, SAM.gov registration, submission of owner social security numbers and regulatory requirements applicable to such entities. The Parties further agree that any review of contracts, books, accounts, records, accounting and administrative documents, statistics, program procedures or any other information (collectively "Documentation") in Contractor's possession shall be limited solely to that Documentation that relates to the specific services provided by Contractor under this Contract. Nothing contained herein shall be deemed to allow inspection of the financial statements or any other Documentation relating to the operation of California Psychiatric Transitions. Nothing contained in this section shall relieve the Contractor of providing a completed W-9 to County.

   C. 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.

   D. 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

Attachment: C24-021 California Psychiatric Transitions, Inc (10372 : 2nd mod Ca Psychiatric Transitions)

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

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

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

   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 $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.

Attachment: C24-021 California Psychiatric Transitions, Inc (10372 : 2nd mod Ca Psychiatric Transitions)

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

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

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

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

Attachment: C24-021 California Psychiatric Transitions, Inc (10372 : 2nd mod Ca Psychiatric Transitions)

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

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

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

If to County:	Colusa County Behavioral Health 162 E Carson Street Colusa, CA 95932 Attention: Director 530.458.0520
If to Contractor:	**California Psychiatric Transitions** **9226 N. Hinton Ave** **Delhi, CA 95315** **Attention: Director 209-920-4799**

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.

Attachment: C24-021 California Psychiatric Transitions, Inc (10372 : 2nd mod Ca Psychiatric Transitions)

18. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

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

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

    B. By Contractor or County with or without cause upon thirty (30) 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 - Exhibit "A" Description of Program Services
    B. Attachment - Exhibit "B" CPT Rate Sheet
    C. Attachment - Exhibit "C" HIPPA Business Associate Addendum

COUNTY OF COLUSA

Gary J. Evans Date: 2/13/24
Gary J. Evans, Board Chair

CALIFORNIA PSYCHIATRIC TRANSITIONS, INC.

Signature Date: 2.28.24

Aaron Stocking, Director
Printed Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

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

By Patricia R
Patricia Rodriguez, Deputy Clerk

Attachment: C24-021 California Psychiatric Transitions, Inc (10372 : 2nd mod Ca Psychiatric Transitions)

Exhibit "A"

DESCRIPTION OF PROGRAM SERVICES

CALIFORNIA PSYCHIATRIC TRANSITIONS, INC.

I. Background

California Psychiatric Transitions (CPT) is a fully licensed Mental Health Rehabilitation Center (MHRC). The facility offers psychiatric treatment and rehabilitation services to seriously mentally ill adults over the age of eighteen (18). With two on-site psychiatrists and a medical doctor along with a twenty-four (24) hour nursing staff, CPT has the unique ability to render constant and immediate attention.

The goal of the programs is to implement at treatment plan designed specifically for each resident, focusing on medication, behavioral and psychiatric needs. In addition, CPT offers a highly structured program that caters to a wide spectrum of the mental health community. A daily agenda assists residents with elementary functions including activities of daily living, interactive groups, both cognitive and rudimentary, as well as group outings and associated work programs. Its sole purpose is to allow clients to develop into self-reliant human beings and thus allow their return to less restrictive setting the community.

II. MHRC Main Program

CPT is dedicated to addressing specific psychiatric needs of the mental health community as well as developing self-reliant individuals with good communication and social skills. CPT employs a highly structured daily program that allows both developmental growth and self-reliance. The daily program assists residents with rudimentary skills including activities of daily living and interactive groups. Cognitive sessions focusing on such topics as; anger management, medication awareness and impulse control, provide necessary tolls for each resident to realize their potential. The program examines the progress of each resident as it pertains to their needs and gauges their individual success. The program also provides a weekly schedule of group therapy sessions, conducted by the Staff Psychiatrist, the Director of Nursing, Team Leader(s) and staff. These sessions help identify and isolate resident concerns, progress and reoccurring issues and gauge the overall progress of the unit. In addition to group therapy, CPT acknowledges the vital importance of the one-on-one sessions. These sessions, also referred to as "Resident Staffing," are designed to delve further into the root causes of behavior as well as the specific needs of the individual resident, addressing behavioral issues, medication changes and program compliance.

III. Disruptive Behavioral Unit

The Disruptive Behavioral Unit program mission is to provide individuals an intensive therapeutic program that will focus directly on disruptive behaviors. These behaviors inhibit

Attachment: C24-021 California Psychiatric Transitions, Inc (10372 : 2nd mod Ca Psychiatric Transitions)

treatment and have the potential to affect other resident's progress. Placing individuals that are disruptive in one common area allows CPT to formulate and implement specific types of treatment plans designed to identify the stressors that may be causing the disruptive behaviors. This highly structured program creates an atmosphere that minimizes distraction and focuses on recovery.

A Board-Certified Psychiatrist conducts monthly 1 on 1 staffing sessions addressing behavioral issues, medication changes and program compliance. The psychiatrist also provides weekly group therapy sessions that gauge the overall progress of the unit. This provides the attention and rehabilitative skills necessary for a quicker recovery. In addition to the high staffing ratio, a twenty-four (24) hour nursing staff provides medications necessary to reduce agitation levels as needed, as well as activity personnel to provide group and leisure activities. A Team Leader and Program Clerk are also assigned to the unit for treatment plan implementation, progress reviews, and quarterly reporting.

The behaviors that are deemed severely disruptive and counterproductive to treatment include but are not limited to the following;

- AWOL Risk
- Assaultive Behavior
- Property Damage
- Hyper-sexual
- Hygienically Inappropriate
- Treatment Plan non-compliance

Individuals whose symptoms have been stabilized maintain "continuity of care" by being admitted directly to the MHRC main program. A proven track record of success helps reinforce the individual treatment plan, reduce the reoccurrence of disruptive behavior and promote successful rehabilitation.

IV. Diversion Program

The Diversion Program is designed to serve court ordered diversion and Incompetent to Stand Trial- Penal Code 1370 (IST 1370) individuals. The individuals in this program have been incarcerated facing misdemeanor charges and are unable to stand trial due to a mental illness or a mental illness with a cooccurring developmental disability. The program goal is to use a structured daily program to allow for competency restoration and diversionary programs by treating these individuals, CPT can assess whether or not an individual is competent to stand trial or is in need of further psychiatric evaluation and treatment. The daily program assists residents with rudimentary skills including activities of daily living and interactive/cognitive groups as well as comprehensive treatment plans designed to address their individual mental health needs. Specific training sessions addressing competency restoration focus on such topics as; an

Attachment: C24-021 California Psychiatric Transitions, Inc (10372 : 2nd mod Ca Psychiatric Transitions)

understanding of courtroom proceedings; penalties, charges and defenses; legal terminology, and various tests used to determine levels of competency. The program examines the progress of each resident as it pertains to their needs and gauges their varying levels of competency and individual successes. Once competency is determined, the individual may be remanded back to the county of jurisdiction for further proceedings, or, if applicable, further treatment may be ordered. We also serve our Murphy's conservatorship clients in this program as well. For these clients we can either try to restore competency or convert their legal hold from a Murphy's to an LSP conservatorship. Converting a Murphy's hold to an LPS requires supervised community access when the treatment team feels the client is ready to enter back into society. This program can take two years to complete this program.

V. Admissions:

County and Contractor shall work cooperatively to admit clients to Contractor's facility. All admissions shall be subject to the screening procedures and standards mutually agreeable to Contractor and County. The admission of all persons receiving services under this Agreement must receive prior approval of the Director of Behavioral Health or his/her authorized representative.

County will sign and adhere to Contractor's admission agreement for each client placed at Contractor's facility.

Contractor shall admit patients with a DMS V diagnosis. Individuals in need of Mental Health Rehabilitation Services who have histories of or are currently displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall be considered for admission.

The frequency, scope and severity of these behaviors are determining factors for admission, which are negotiated between County and Contractor for or each client admission. The County may grant individual exceptions to the admission criteria.

If Contractor denies an admission, the County's authorized representative shall be notified immediately and informed of the reasons for the denial. As appropriate, and with agreement, the County and Contractor may hold a "case conference" to discuss the reasons for the denial and the options available in meeting the client's mental health treatment needs. However, the final decision on admission to the facility shall be the responsibility of Contractor.

It is agreed by County and Contractor that individuals whose mental illness is deemed appropriate for inpatient psychiatric acute care, as well as individuals suffering exclusively from developmental disability, mental retardation or physical illnesses (without a psychiatric component), shall not be considered for admission. County will sign Contractor's admission agreement and adhere to it for each client the County places at California Psychiatric Transitions.

Attachment: C24-021 California Psychiatric Transitions, Inc (10372 : 2nd mod Ca Psychiatric Transitions)

VI. County Liaison, Patient Discharge Planning:

County shall designate a Facility Liaison (e.g., Conservator and/or Public Guardian) who shall be responsible for ongoing contact and consultation with Colusa County patients and facility staff.

Contractor shall keep the County Facility Liaison fully informed of each Colusa County patient's progress and shall collaborate in pre-discharge and discharge planning.

The County Facility Liaison shall be responsible for arranging future placement and support deemed necessary for each Colusa County Patient to be discharged.

If Contractor's treatment team determines that a Colusa County client has exceeded Contractor's level of care, the client is no longer an appropriate for placement, Contractor will immediately notify Colusa County Behavioral Health, who discharge the client within 72 hours.

Attachment: C24-021 California Psychiatric Transitions, Inc (10372 : 2nd mod Ca Psychiatric Transitions)

C24-021

Exhibit "B"

California Psychiatric Transitions

Rate Table FY 2023-2024

MHRC	
LPS	$485/Day
1:1 Monitoring	$55.00/Hour
DBU	
LPS, IST, DIV, Murphy	$960/Day
1:1 Monitoring	$55.00/Hour
FORENSIC	
IST, DIV, Murphy	$690/Day
1:1 Monitoring	$55.00/Hour

Bed hold rate will be the same rate as the corresponding unit that the bed is being held in.

Attachment: C24-021 California Psychiatric Transitions, Inc (10372 : 2nd mod Ca Psychiatric Transitions)

Exhibit "C"

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

Definitions

Catch-all definition:

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

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103., and in reference to the party to this Addendum, shall mean American Specialty Healthcare, Inc., doing business as Colusa Medical Center. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. 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.

Attachment: C24-021 California Psychiatric Transitions, Inc (10372 : 2nd mod Ca Psychiatric Transitions)

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

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

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

Obligations and Activities of Business Associate

Business Associate agrees to:

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

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

Attachment: C24-021 California Psychiatric Transitions, Inc (10372 : 2nd mod Ca Psychiatric Transitions)

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

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

Attachment: C24-021 California Psychiatric Transitions, Inc (10372 : 2nd mod Ca Psychiatric Transitions)

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

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

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.

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

Permitted Uses and Disclosures by Business Associate

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

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

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

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

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

Attachment: C24-021 California Psychiatric Transitions, Inc (10372 : 2nd mod Ca Psychiatric Transitions)

(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: C24-021 California Psychiatric Transitions, Inc (10372 : 2nd mod Ca Psychiatric Transitions)

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

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

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

Miscellaneous

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

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

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

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

Attachment: C24-021 California Psychiatric Transitions, Inc (10372 : 2nd mod Ca Psychiatric Transitions)

COUNTY OF COLUSA, CA

3.6

Request For County Board of Supervisors Action

MEETING DATE: March 25, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Kaline Moore

SUBJECT: Approve 2nd Modification to Life Generations Healthcare LLC, for long-term skilled nursing services.

Approve 2nd Modification to **Life Generations Healthcare LLC**, for long-term skilled nursing services.

Detailed Description/Background of request

Behavioral Health requests a second modification to the contract (C23-252) with Generations Healthcare in order to extend the term through June 30th, 2026 and update the rates of service for the FY 25/26.

Generation Healthcare (GH) provides the county with access to their Skilled Nursing Facilities to provide long-term care for consumers with severe and persistent psychiatric impairments. GH operates two Skilled Nursing Facilities (SNF) located in Fresno and Atwater. They will be providing long-term care for patients that require round-the-clock psychiatric care and treatment due to having episodic psychiatric illnesses of long duration which requires acute care. These individuals are incapable of caring for themselves and are conserved due to the disabling psychiatric disorders. The facilities emphasize restoring and or achieving increased levels of function and independence in order to promote a rapid return to the community. They offer a variety of activities and rehabilitation services for patients to instill the skills necessary to live independently.

Behavioral Health requests to extend the term of the contract from June 30th, 2025 to June 30th, 2026. Behavioral Health also requests to replace "EXHIBIT B" Long Term Patch Rates with an updated "EXHIBIT B" Long Term Patch Rates effective July 1st, 2025.

Prior Board Action

Approved Contract C23-252 and 1st Modification C24-124

Fiscal Impact/Funding Source

Budgeted 003-55270-713-0 Support and Care of Persons, not to exceed $100,000 per fiscal year.

Action for the Clerk

Please obtain signatures, number contract and send to:

Wendy Haining
wendyhaining@lifegen.net

ATTACHMENTS:

- 2nd Mod_Generations Healthcare (DOCX)
- Exhibit B Generations Long Term Care Patch Rates FY 25-26 (PDF)
- C24-124 1st Mod Life Generations Healthcare (PDF)
- C23-252 Life Generations Healthcare (PDF)

Second Modification Long-Term Skilled Nursing Professional Services

This Second Modification of the long-term skilled nursing services contract ("Contract") is between County of Colusa (“County”), a political subdivision of the State of California, and Life Generations Healthcare ("Contractor"), a Limited Liability Company.

Background

On December 5, 2023, the parties executed Contract C23-252 for the Contractor to provide County with long-term skilled nursing services.

On August 6, 2024, the contract was modified (C24-124), with an effective date of July 1, 2024, extending the term to June 30, 2025 and replacing Exhibit B with a NEW Exhibit B.

Modification

The parties agree to modify the Contract effective July 1, 2025, as follows:

1. Section 2, Term is modified by extending the termination date to June 30, 2026.
2. Section 21, Attachments is modified by deleting Exhibit B and replacing with a NEW Exhibit B Generations Long Term Care Patch Rates FY25-26.

COUNTY OF COLUSA	**LIFE GENERATIONS HEALTHCARE**
_____Date:_____	_____Date:_____
Daurice K. Smith, Chair	Signature
	_____
	Printed Name and Title
APPROVED AS TO FORM	**ATTEST**: Wendy G. Tyler, Clerk to the Board of Supervisors
_____	_____
Richard Stout, County Counsel	Patricia Rodriguez, Deputy Clerk

Attachment: 2nd Mod_Generations Healthcare [Revision 2] (10373 : 2nd Contract Modification - Life Generations Healthcare)



Exhibit "B"

COLUSA COUNTY

LONG TERM CARE PATCH RATES FY 25-26

Item	Pay Point Description	Daily Rate per Client
LTC Patch A	**Special Care Standard Rate** Adult Ambulatory Mental Health In-Patient Client/24-Hour Facility that includes: • Basic Care Services • LTC Treatment Services • Case Management Services	$258.00/day
LTC Patch B	**Special Care Additional Services Rate** Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility includes: • Basic Care Services • LTC Treatment Services with Medical Acuity • Case Management Services • Rehab Services • Increased Psychology Intervention	$283.00/day
LTC Patch C	**Special Care Additional Services Intense Rate** Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes: • Basic Care Services • LTC Treatment Services • Intense Case Management Services • High acuity – behavioral and medical • AWOL Risk • Increased Psychology and Psychiatry Intervention • Additional staffing required for safety/supervision • Specialty Psychiatry and/or Medical Services	$309.00/day
**LTC Indigent Rate	**Clients With No Active Medi-Cal Benefits**	A - $567.00/day B - $592.00/day C - $618.00/day
LTC Murphy Patch Rate	**Murphy Client**	A - $464.00/day B - $489.00/day C - $515.00/day
**LTC Murphy Indigent Rate	**Murphy Clients With No Active Medi-Cal Benefits**	A - $618.00/day B - $644.00/day C - $670.00/day

Attachment: Exhibit B Generations Long Term Care Patch Rates FY 25-26 (10373 : 2nd Contract Modification - Life Generations Healthcare)

COLUSA COUNTY

SPECIAL TREATMENT PROGRAM PATCH RATES FY 25-26

Item	Pay Point Description	Daily Rate per Client
STP Patch A	**Special Care Standard Rate** Adult Ambulatory Mental Health In-Patient Client/24-Hour Facility that includes: • Basic Care Services • STP Treatment Services • Case Management Services	$335.00/day
STP Patch B	**Special Care Additional Services Rate** Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour facility that includes: • Basic Care Services • STP Treatment Services • Case Management Services • Rehab Services • Increased Psychology Intervention	$371.00/day
STP Patch C	**Special Care Additional Services Intense Rate** Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes: • Basic Care Services • STP Treatment Services • Case Management Services • High acuity – Behavioral and/or Medical • AWOL Risk • Increased Psychology and Psychiatry Intervention • Additional staffing required for safety/supervision • Specialty Psychiatry and/or Medical Services	$407.00/day
**STP Indigent Rate	**Clients With No Active Medi-Cal Benefits**	A - $618.00/day B - $644.00/day C - $670.00/day
STP Murphy Patch Rate	**Murphy Client**	A - $489.00/day B - $515.00/day C - $541.00/day
**STP Murphy Indigent Rate	**Murphy Clients With No Active Medi-Cal Benefits**	A - $670.00/day B - $695.00/day C - $721.00/day

Attachment: Exhibit B Generations Long Term Care Patch Rates FY 25-26 (10373 : 2nd Contract Modification - Life Generations Healthcare)



** The Indigent Rate indicated in the rate table of this agreement will apply when the County client does not have active Medi-Cal benefits, either upon admission or at any time during the Client's stay with Contractor. Contractor will have one hundred eighty (180) days after the date of service to bill the approved Indigent Rate days to the County, no other billing timelines specified in this contract will apply. County will notify Contractor immediately if Client is successfully enrolled in Medi-Cal and benefits become active. If Contractor receives payment from another payment source for the approved Indigent Rate days billed to and paid by the County, Contractor will refund the County for only the days and amount paid by the other payment source.

Attachment: Exhibit B Generations Long Term Care Patch Rates FY 25-26 (10373 : 2nd Contract Modification - Life Generations Healthcare)

C24-124

First Modification Long-Term Skilled Nursing Professional Services

This First Modification of the long-term skilled nursing services contract ("Contract") is etween County of Colusa ("County"), a political subdivision of the State of California, and Life enerations Healthcare ("Contractor"), a Limited Liability Company.

Background

On December 5, 2023, the parties executed Contract C23-252 for the Contractor to provide ounty with long-term skilled nursing services.

The contract expired on June 30 2024, however the contractor has continued to perform ork under the terms and conditions of the agreement.

The parties now want to modify the Contract to extend the term to June 30, 2025 and place Exhibit B with a NEW Exhibit B.

Modification

The parties agree to modify the Contract effective July 1, 2024, as follows:

1. Section 2 Term, is modified by extending the termination date to June 30, 2025.
2. Section 21 Attachments, is modified by deleting Exhibit B and replacing with a NEW Exhibit B Long Term Care Patch Rates attached hereto.

COUNTY OF COLUSA

Gary J. Evans Date: 8/6/24
Gary J. Evans, Chair

APPROVED AS TO FORM

Richard Stout, County Counsel

LIFE GENERATIONS HEALTHCARE

Signature Date: 8-12-2024

Lois Mastrocola, CFO
Printed Name and Title

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

Patricia Rodriguez, Clerk

Attachment: C24-124 1st Mod Life Generations Healthcare (10373 : 2nd Contract Modification - Life Generations Healthcare)

GENERATIONS HEALTHCARE

LONG TERM CARE PATCH RATES

Item	Pay Point Description	Daily Rate per Client
LTC Patch A	**Special Care Standard Rate** Adult Ambulatory Mental Health In-Patient Client/24-Hour Facility that includes: • Basic Care Services • LTC Treatment Services • Case Management Services	$250/day
LTC Patch B	**Special Care Additional Services Rate** Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility includes: • Basic Care Services • LTC Treatment Services with Medical Acuity • Case Management Services • Rehab Services • Increased Psychology Intervention	$275/day
LTC Patch C	**Special Care Additional Services Intense Rate** Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes: • Basic Care Services • Treatment Services • Intense Case Management Services • High acuity – behavioral and medical • AWOL Risk • Increased Psychology and Psychiatry Intervention • Additional staffing required for safety/supervision • Specialty Psychiatry and/or Medical Services	$300/day
**LTC Indigent Rate	**Clients With No Active Medi-Cal Benefits**	A - $550/day B - $575/day C - $600/day
LTC Murphy Patch Rate	**Murphy Client**	A - $450/day B - $475/day C - $500/day
**LTC Murphy Indigent Rate	**Murphy Clients With No Active Medi-Cal Benefits**	A - $600/day B - $625/day C - $650/day

Attachment: C24-124 1st Mod Life Generations Healthcare (10373 : 2nd Contract Modification - Life Generations Healthcare)

GENERATIONS HEALTHCARE

SPECIAL TREATMENT PROGRAM PATCH RATES

Item	Pay Point Description	Daily Rate per Client
STP Patch A	**Special Care Standard Rate** Adult Ambulatory Mental Health In-Patient Client/24-Hour Facility that includes: • Basic Care Services • Treatment Services • Case Management Services	$325/day
STP Patch B	**Special Care Additional Services Rate** Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour facility that includes: • Basic Care Services • Treatment Services • Case Management Services • Rehab Services • Increased Psychology Intervention	$360/day
STP Patch C	**Special Care Additional Services Intense Rate** Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes: • Basic Care Services • Treatment Services • Case Management Services • High acuity – Behavioral and/or Medical • AWOL Risk • Increased Psychology and Psychiatry Intervention • Additional staffing required for safety/supervision • Specialty Psychiatry and/or Medical Services	$395/day
**STP Indigent Rate	**Clients With No Active Medi-Cal Benefits**	A - $600/day B - $625/day C - $650/day
STP Murphy Patch Rate	**Murphy Client**	A - $475/day B - $500/day C - $525/day
**STP Murphy Indigent Rate	**Murphy Clients With No Active Medi-Cal Benefits**	A - $650/day B - $675/day C - $700/day

Attachment: C24-124 1st Mod Life Generations Healthcare (10373 : 2nd Contract Modification - Life Generations Healthcare)

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* The Indigent Rate indicated in the rate table of this agreement will apply when the ounty client does not have active Medi-Cal benefits, either upon admission or at any ne during the Client's stay with Contractor. Contractor will have one hundred eighty 80) days after the date of service to bill the approved Indigent Rate days to the ounty, no other billing timelines specified in this contract will apply. County will notify ontractor immediately if Client is successfully enrolled in Medi-Cal and benefits become tive. If Contractor receives payment from another payment source for the approved digent Rate days billed to and paid by the County, Contractor will refund the County r only the days and amount paid by the other payment source.

Attachment: C24-124 1st Mod Life Generations Healthcare (10373 : 2nd Contract Modification - Life Generations Healthcare)

C23-252

LONG-TERM SKILLED NURSING PROFESSIONAL SERVICES CONTRACT

This long-term skilled nursing services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Life Generations Healthcare ("Contractor"), a Limited Liability Company.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with long-term skilled nursing services, as more specifically detailed in Exhibit "A."

2. **Term:** This Contract shall begin on November 1, 2023, and shall continue until all requested services are completed, but no later than June 30, 2024.

3. **Compensation:** County will pay Contractor compensation in the amount not to exceed $100,000 for FY 23/24, as provided for in Exhibit "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

   A. Invoices shall:
   1) Be prepared on Contractor's letterhead.
   2) Bear Contractor's name as shown on the contract.
   3) Bear the contract number.
   4) Itemize the costs incurred.
   5) Include a summary of the services provided.
   6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

   A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

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

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

Attachment: C23-252 Life Generations Healthcare (10373 : 2nd Contract Modification - Life Generations Healthcare)

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

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

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

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

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

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

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

Attachment: C23-252 Life Generations Healthcare (10373 : 2nd Contract Modification - Life Generations Healthcare)

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 $2,000,000 in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three 3 years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

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

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

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

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;

Attachment: C23-252 Life Generations Healthcare (10373 : 2nd Contract Modification - Life Generations Healthcare)

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

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

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

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

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

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

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

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

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

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

Attachment: C23-252 Life Generations Healthcare (10373 : 2nd Contract Modification - Life Generations Healthcare)

If to County:
Behavioral Health Department
Attn: Director
162 E. Carson Street
Colusa, CA 95932

If to Contractor:
Life Generations Healthcare
Attn: Legal Counsel
6 Hutton Centre Drive, Ste. 400
Santa Ana, CA 92707

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

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

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

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

18. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

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

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

    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.

Attachment: C23-252 Life Generations Healthcare (10373 : 2nd Contract Modification - Life Generations Healthcare)

C23-252

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

A. Attachment - Exhibit "A" Scope of Services and Payment Provisions
B. Attachment – Exhibit "B" Rate Schedules
C. Attachment – Exhibit "C" HIPAA Business Associate Addendum

COUNTY OF COLUSA

Date 12/5/23
Kent S. Boes, Board Chair

CONSULTANT

Date: 02/16/24
Signature

Lois Mastrocola, CFO
Printed Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

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

By
Patricia Rodriguez, Deputy

Attachment: C23-252 Life Generations Healthcare (10373 : 2nd Contract Modification - Life Generations Healthcare)

EXHIBIT A
SCOPE OF SERVICES

CONTRACTOR agrees to provide COUNTY with Skilled Nursing Facility (SNF) services/Special Treatment Program (STP) services, or other such services as required by the licensure of the facility to mentally disabled adult persons ages 18 years and older pursuant to: Welfare and Institutions Code, Division 5, commencing with Section 5000, California Code of Regulations Title 22, Sections 72443-72475 and Title 9, Sections 786 0-786.23; California Department of Health Care Services (DHCS), formerly the California Department of Mental Health (DMH) , Policies and Directives; and other applicable statutes and regulations according to facilities licensure requirements.

1 Compliance with Medi-Cal Mental Health Plan (MHP) Requirements:

1.1. CONTRACTOR shall comply with all applicable provisions of the COUNTY MHP or successor contract with the State of California which is in effect at the time services are provided, available from COUNTY upon request. All services, documentation, and reporting shall be provided in conformity with the requirements of all pertinent laws, regulations, and County requirements.

1.2. CONTRACTOR shall comply with all applicable provisions of the Federal mental health requirements.

1.3. CONTRACTOR agrees to comply with all applicable provisions of the State of California Standard Agreement between COUNTY and DHCS for Managed Mental Health Care including, but not limited to, payment authorizations, utilization review, beneficiary brochure and provider lists, service planning, cooperation with the State Mental Health Plan's Quality Improvement (QI) Program, and cost reporting. A copy of the Standard Agreement will be provided to CONTRACTOR by COUNTY under separate cover upon request.

1. Goals and Outcomes

Contractor's program shall have the following goals and objectives:

1.1. Goals:

1.1 1. To aid patients in reconstituting from the crisis that precipitated their acute hospitalization, to prevent further disintegration that could lead to acute hospitalization, to prevent placement in more restrictive longer-term settings.

1.1.2. The facility shall offer no less than 27 program hours per week. Patients shall demonstrate improved functional behavior, as measured by movement through the facility levels of assessment phase

1.1.3. To explore individual potential for improvement of quality of life, so as to significantly reduce recidivism to acute care facilities and prevent admission to other locked long-term care facilities or state hospitals.

1.1.4. To develop alternative therapeutic interventions for the target population that will enable them to remain in the community for significantly longer periods of time.

1 1.5. Clients shall have reduced medication levels, as measured through medication usage.

1.1.6. The Contractor's program shall offer benefit to clients through a variety of rehabilitation services such as (but not limited to) the following: individualized and group counseling; AA/NA/12 step groups; educational and GED prep sessions; wellness and recovery groups; art therapy; relapse prevention groups; nutritional counseling; life skills training; stress reduction; self-management skills, exercise

Attachment: C23-252 Life Generations Healthcare (10373 : 2nd Contract Modification - Life Generations Healthcare)

group, social skills groups; DBT; CBT; peer support; vocational training and groups; personal motivation groups; pharmacology groups; and anger management.

1.2. Outcome Objectives:

1.2.1. Ninety percent (90%) of clients with a planned discharge (excluding clients who elope and do not return or who die) have improved their functioning

1.2.2. At least 90% of residents admitted will complete six months of residency or be successfully placed at a lower level of care. Patients who are discharged and readmitted within three weeks will be considered to have continuous residency.

1.2.3. For patients completing three months of residency, acute psychiatric hospitalization will be reduced 70% in the six months following discharge compared to the average six-month period in the two years prior to admission.

1 2.4 Recidivism: At least 60% of patients with a planned termination will not be admitted in an acute care psychiatric hospital within six months after discharge.

2. Target Population and Geographic Area

2.1. Target Population: Contractor shall provide the services described herein to the following target population.

2.1.1. Contractor shall serve patients who have a chronic psychiatric impairment and whose adaptive functioning is impaired as described and defined in Title 22 of the California Code of Regulations, Section 51335. 72443-72475.

2.1.2. The population to be served by this program is mentally ill adults, from 18 and older, in need of structured, round-the-clock psychiatric care and treatment. Most of the patients will have episodic psychiatric illnesses of long duration, which may be accompanied by medical problems.

2.1.3. As a result their histories may be characterized with multiple previous hospitalizations in acute care, locked long-term care and/or State hospital facilities., detention under permanent conservatorships, alienation from their families of origin or conflicting family relationships, history of interrupted or aborted educations experiences, multiple fragmented contacts with community mental health and social service agencies, reliance on public assistance and supplemental income, inability to structure time or pursue long-range goals with any degree of success, a lack of social and vocational skills common to the age grouping into which these patients fall, and finally, a generally consistent expressed and active resistance to treatment.

2.1.4. These patients tend to consume a disproportionate share of limited mental health resources. Caring for this targeted population requires specialized IMP/STP facilities. This is the most efficient and effective means of insuring their well-being.

2 1.5. Individuals that are temporarily or permanently conserved, or may sign a voluntary admission agreement

2.2. Service Locations and Hours of Operation

2.2 1. Contractor facility addresses:

1) ***GHC of Contra Costa, LLC dba Baybery Skilled Nursing and Healthcare Center***

1800 Adobe Street

Concord CA 94520

2) ***GHC of SAC-SNF, LLC dba Gramercy Court***

2200 Gramercy Drive

Sacramento, CA 95825

Attachment: C23-252 Life Generations Healthcare (10373 : 2nd Contract Modification - Life Generations Healthcare)

3) ***GHC of Auburn, LLC dba Siena Skilled Nursing and Rehabilitation Center***

11600 Education Street

Auburn, CA 95603

4) ***GHC of Fresno, LLC dba Horizon Health & Subacute***

3034 Herndon Avenue

Fresno, CA 93722

5) ***GHC of Anberry, LLC dba Anberry Nursing & Rehabilitation Center***

1685 Shaffer Road,

Atwater, CA 95301

2.2.1. 24 hours, seven days a week.

3. **Requirements for Service Delivery**

3.1. Contractor shall admit patients with a DSM V diagnosis subject to bed availability, the order of a physician, and compliance with reasonable admission policies and procedures and individuals in need of 24-hour skilled nursing services Patients who may have histories of, and without adequate treatment are at risk of displaying behavioral symptoms which preclude them from being admitted into a lower-level care facility, shall also be considered acceptable for admission. Frequency, scope, and severity of these behaviors are a determining factor to be negotiated on an individual patient basis between COUNTY and the Contractor. It is agreed by COUNTY and the Contractor that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from developmental disability, mental retardation, or physical illnesses (without a psychiatric component) shall not be considered for admission.

3.2. Contractor shall provide the basic service level (the minimum array of services provided to IMD patients) which fully comply with Title 22 of the California Code of Regulations. Section 72445 which includes, when appropriate, life skill training, money management, training on accessing community services, transitional programs, and discharge planning. It is further agreed by the Contractor that basic services shall also include reasonable access to required medical treatment and up-to-date psychopharmacology and transportation to needed off-site services and bilingual and bicultural programming, as appropriate.

3.3. Services: Contractor shall provide, operate, and maintain an STP program in accordance with the most current Title 22, California Code of Regulations related to Skilled Nursing Facility (SNF) and Special Treatment Programs (STP) regulations, and the current Program Manual for Skilled Nursing Facilities with Special Treatment Programs from the State Department of Health Care Services.

3.4 Bed Hold Days: When a client is out of the facility for up to 168 hours (7 days) due to extenuating circumstances (e.g., hospitalization at a non-Fee-for-Service Hospital, or an authorized visit to the client's family), the Contractor shall be allowed to claim for bed hold days. With prior approval by the Contracting Officer's Representative ("COR"), bed hold days may be billed at the negotiated rate per day less the estimated cost of food.

3.5. Contractor shall pay for ancillary costs at the direction of the COR based on the directive of the Department of Health Care Services.

3.6. Contractor shall perform the following additional activities, but are not limited to:

3.6.1. Actively participate in client discharge planning with County Adult Behavioral Health Services Case Manager and client.

Attachment: C23-252 Life Generations Healthcare (10373 : 2nd Contract Modification - Life Generations Healthcare)

3.6.2. Participate in meetings as directed by the County, to support collaboration with the County, in order to ensure efficient process and operations.

3.6.3. Cultural Competence: COR shall meet the standards as delineated in the County's Cultural Competence Standards.

3.7. Admission Criteria:

3.7.1. To be eligible for admission, a patient must be:

3.7.2. At least 18 years of age.

3.7.3. Diagnosed as having a disabling psychiatric disorder such as Schizophrenia or affective disorders and require treatment in a 24-hour locked residential setting; and

3.7.4. Temporarily or permanently conserved.

3.7.5. Program Monitor: COUNTY shall designate a Program Monitor, who will assure that the program goals and objectives are met in accordance with contract terms and conditions. The Contractor will be notified in writing of the COUNTY designee responsible for program monitoring, referrals, approvals, and certification.

3.7.6. Screening/Referral Process:

3.7.6.1. COUNTY program monitor or designee will authorize all admissions of patients admitted to the facility under the terms of this contract. COUNTY will designate in writing the responsible individual(s) who will coordinate and be responsible for screening, referrals, and monitoring of this Agreement.

3.7.6.2. Patients with complicated medical problems or conditions shall be carefully and individually screened with consultation from the Contractor's program and medical staff prior to acceptance and admission.

3.7.7 The following patients will not be acceptable for admission:

3.7.7.1. Patients with an infectious disease for whom Contractor cannot provide proper isolation or who cannot cooperate with needed isolation procedures and restrictions.

3.7.7.2. Any patient needing drug or alcohol detoxification.

3.7.7 3. Those with a primary diagnosis of sociopathy or substance abuse.

3.7.7.4. Patients under 18 years of age.

3.7.7.5. Patients with incontinence will be evaluated on a case-by-case basis

3.7.7.6. Patients on any life support equipment, i.e., oxygen or IV.

3.7.7.7. Patients in which their medical or mental health needs cannot be provided with in the facility.

3.7.7.8. Voluntary patients

3.7.7.9. Patients that physically assaulted or harmed anyone in the last 30 days

3.7.7.10. Patients that are currently suicidal

3.7.7.11. Patients in restraints

3.7.8. Personal Considerations:

3.7.8.1. Upon admission, Contractor shall inform the patient of Patient's Rights as well as the rules and regulations of the program. Patient shall also be informed of the charge for care.

Attachment: C23-252 Life Generations Healthcare (10373 : 2nd Contract Modification - Life Generations Healthcare)

3.7.8.2. Contractor shall maintain a policy of equal access to treatment and service or all applicants meeting admission criteria. Patient Certification: Certification and recertification procedures shall be completed by the facility staff and reviewed by the COUNTY. All patients must be certified and approved by COUNTY prior to admission. Contractor will not be paid for any patient that has not been certified and approved by COUNTY. Patients will be reviewed on a regular basis by COUNTY program monitor or designee.

3.8. Clinical Program Description:

3.8.1. The major components of the treatment program shall follow four, more or less defined segments of clinical recovery.

3.8.2. Patient Orientation – The central focus of initial treatment will be to provide the patient with a safe, predictable, reality oriented physical and psychological environment. Treatment will address the reduction of presenting symptomatology, but from the start will begin to consider possible outcomes and placement options.

3.8.3. Assessment and Treatment Planning – This process includes the interdisciplinary assessment of the patient and the development of an integrated treatment plan by the treatment team

3.8.4. Rehabilitation and Treatment Milieu – During their stay, the patients will participate in group and individual activities directed towards restoring and/or achieving increased levels of function and independence in order to promote rapid return to the community.

3.8.5. Discharge Preparation – The final clinical segment will focus upon finalizing preparation of the patient for returning to community life in the least restrictive environment. Linkages will be established with community care providers and other support resources, and treatment will be scaled down with increasing privileges. Whenever possible and appropriate, coordination will be established with patients' families.

3.9. Discharge Criteria and Planning: The contractor shall designate staff to provide planning for client discharges to less restrictive levels of care and follow-up treatment to other licensed facilities in coordination with the County. The County Program Monitor reserves the right to discharge clients when they disagree with clinical judgment of the facility professional staff. Should such circumstances occur, it will be duly recorded in the client's medical record that the discharge was made against medical advice. Contractor shall complete the County identified level of care tool at quarterly reviews beginning at six months of stay and when clients are discharged.

3.10. Limitations of Service: Any applicant shall be served if financial support can be provided by the patient, his/her family, county, billing State or Federal funding, or any other third-party payer. The program is not designed for patients whose mental impairments or need for nursing care services are higher than those provided by the Contractor. Contractor may discharge to acute psychiatric services any patient whose level of impairment requires acute hospitalization.

3.11. Minimum Staffing Qualifications: Contractor shall comply with staffing requirements as are in Title 22, California Code of Regulations. Contractor shall have on file job description, including minimum qualifications for employment and duties performed for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this contract.

3.12. Prior Authorization:

3.12.1. Process: COUNTY shall provide Contractor with a completed authorization form prior to each patient admission. A patient may be admitted on the basis of verbal authorization from the COUNTY designee by mutual consent of the COUNTY designee and Contractor. The COUNTY designee supplies a completed authorization form within ten (10) working days from the date of admission.

Attachment: C23-252 Life Generations Healthcare (10373 : 2nd Contract Modification - Life Generations Healthcare)

3.12.2. Billing for Services: Contractor shall be responsible for applying for any third-party revenues, including the collection of SSI/SSP revenue.

3.13. Contractor shall perform linkage and referrals to community-based organizations including, but not limited to, primary care clinics and complementary healing centers, faith-based congregations, ethnic organizations and peer-directed programs such as Clubhouses.

3.14. Contractor's program and services shall be trauma-informed and accommodate the vulnerabilities of trauma survivors and allow services to be delivered in a way that will avoid inadvertently re-traumatizing people and will facilitate consumer participation in services.

3.15. 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 (OMH) Culturally and Linguistically Appropriate Service (CLAS) national standards. The National CLAS standards are located at:

https://www.thinkculturalhealth.hhs.gov/clas

3.16. Tuberculosis (TB) Testing. Contractor shall follow TB testing guidelines for all employees and client residents.

4. Data Collection and Reporting Requirements

4.1. Quarterly status reports

5. Customer Satisfaction Surveys

Contractor shall conduct semi-annual customer satisfaction surveys during the term of the contract.

The survey shall include at minimum the following:

- All major services provided
- A survey of current customers
- A survey of former customers
- Rating of specific services offered or provided to the customer
- A provision for comments in every survey.

5.1. Contractor shall conduct the survey, compile the data and submit report findings to the County semi- annually.

5.2. Contractor shall specify the total number of participants who responded to the survey compared to the total number of participants served.

PAYMENT PROVISIONS

This payment provision is subject to modification with written approval of the County Contract

Administrator and the Revenue and Budget Manager, not to exceed the total payment indicated in the main Agreement. Payment shall be made to CONTRACTOR for the number of days service is provided under this Agreement pursuant to the following conditions and terms:

1. For those COUNTY persons served under this Agreement ages 18 years and older, COUNTY shall be responsible to CONTRACTOR for the SNF/STP rate approved by California Department of Health Care Services which is currently identified as the standard rate at the end of this Exhibit.

Attachment: C23-252 Life Generations Healthcare (10373 : 2nd Contract Modification - Life Generations Healthcare)

2 COUNTY shall also be responsible to CONTRACTOR for an additional Ancillary Services Rate as contained in the rate schedule at the end of this Exhibit. SNF/STP rates shall be adjusted in accordance with DHCS annual published rates (AB 1629). The designated COUNTY and CONTRACTOR staff shall mutually determine the Enhanced Level of Care for COUNTY persons. The maximum daily rate to be paid by COUNTY to CONTRACTOR is a combination of the approved SNF/STP rate plus the applicable Ancillary Services Rate.

3 The specific number of bed days purchased in the service type categories (SNF/STP) may vary upon clinical need and availability, and no minimum is guaranteed. The specific cost per bed in each of the aforementioned categories will be as contained at the end of this exhibit. Any rate that is not listed (i.e., single room occupancy) will be negotiated and agreed upon by both parties prior to the period for which the rate will be charged.

4. Bed Hold. Bed Holds once authorized, will remain in effect until which time the patient returns to the facility or either party (County or facility) notifies the other of its desire to discontinue the bed hold. The bed hold day rate may be authorized for patients on unauthorized leave, AWOL, and status of COUNTY has been notified within one (1) business day of the patient's absence. Non-Medi-Cal eligible patients shall be charged the Bed Hold rate to reserve their bed.

5. Patient Fees and Third-Party Billing:

5.1. COUNTY residents receiving services as described in Section 1 shall be charged for such services in accordance with their ability to pay, but such charges shall not exceed the actual cost of providing such services. CONTRACTOR shall determine patient fees for COUNTY residents based upon the ability to pay principle. CONTRACTOR shall establish policies and procedures for such fee assessment and collection including publication of current fee schedules for all billable services, which should be updated annually, covering all reimbursable costs. At no time is CONTRACTOR free to withhold services due to a COUNTY patient's inability to pay for all or a portion of services at the time they are required. After this Agreement's expiration or cancellation, CONTRACTOR will continue to bill patients monthly to collect all revenue for services rendered to COUNTY residents during the term of this Agreement. Patient fees collected from COUNTY residents shall be budgeted and utilized to offset the costs charged against this Agreement.

5.2. Non-Medi-Cal beneficiaries receiving mental health services shall be charged fees in accordance with the DHCS Uniform Method of Determining Ability to Pay (UMDAP). CONTRACTOR shall report UMDAP fees paid to COUNTY annually. The patient's annual liability shall be calculated in accordance with UMDAP effective 10/1/1989.

5.3. CONTRACTOR shall be responsible for billing and collecting from all third-party revenue sources for COUNTY patients receiving services including, but not limited to, private insurance co-payments and Medi-Cal Share-of-Cost. CONTRACTOR shall recover the value of covered services rendered to beneficiaries whenever the beneficiaries are covered for the same services, either fully or partially, under any other State or Federal medical care program or under other

contractual or legal entitlement including, but not limited to, a private group or indemnification program, but excluding instances of the tort liability of a third party or casualty liability insurance.

5.4. CONTRACTOR shall first apply any COUNTY patient revenues collected (including, but not limited to: patient fees, third party reimbursements, private contracts, VA, food stamps, general assistance, social security payments or any other source of COUNTY patient revenues) to billable services as an offset to the costs charged against this Agreement. The remaining balance may be claimed against this contract funding.

5.5. CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.

Attachment: C23-252 Life Generations Healthcare (10373 : 2nd Contract Modification - Life Generations Healthcare)

EXHIBIT B
LONG TERM CARE PATCH RATES

Item	Pay Point Description	Daily Rate per Client
LTC Patch A	**Special Care Standard Rate** Adult Ambulatory Mental Health In-Patient Client/24-Hour Facility that includes: • Basic Care Services • LTC Treatment Services • Case Management Services	$250/day
LTC Patch B	**Special Care Additional Services Rate** Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes Adaptive, Special, Extraordinary Needs Client/24-hour client facility that includes: • Basic Care Services • LTC Treatment Services with Medical Acuity • Case Management Services • Rehab Services • Increased Psychology Intervention	$275/day
LTC Patch C	**Special Care Additional Services Intense Rate** Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes Adaptive, Special, Extraordinary Needs Client/24-hours client facility that includes: • Basic Care Services • Treatment Services • Intense Case Management Services • High acuity – behavioral and medical • AWOL Risk • Increased Psychology and Psychiatry Intervention • Additional staffing required for safety/supervision • Specialty Psychiatry and/or Medical Services	$300/day
**LTC Indigent Rate	**Unfunded or Non-contracted Medi-Cal HMO**	A - $425/day B - $450/day C - $475/day
LTC Murcon Patch Rate	**Murphy Client**	A - $450/day B - $475/day C - $500/day

Attachment: C23-252 Life Generations Healthcare (10373 : 2nd Contract Modification - Life Generations Healthcare)

SPECIAL TREATMENT PROGRAM PATCH RATES

Item	Pay Point Description	Daily Rate per Client
STP Patch A	**Special Care Standard Rate** Adult Ambulatory Mental Health In-Patient Client/24-Hour Facility that includes: • Basic Care Services • Treatment Services • Case Management Services	$325/day
STP Patch B	**Special Care Additional Services Rate** Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes Adaptive, Special, Extraordinary Needs Client/24-hours client facility that includes: • Basic Care Services • Treatment Services • Case Management Services • Rehab Services • Increased Psychology Intervention	$360/day
STP Patch C	**Special Care Additional Services Intense Rate** Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes Adaptive, Special, Extraordinary Needs Client/24-hours client facility that includes: • Basic Care Services • Treatment Services • Case Management Services • High acuity – Behavioral and/or Medical • AWOL Risk • Increased Psychology and Psychiatry Intervention • Additional staffing required for safety/supervision • Specialty Psychiatry and/or Medical Services	$395/day
**STP Indigent Rate	**Unfunded or Non-contracted Medi-Cal HMO**	A- $425/day B- $450/day C- $475/day
STP Murcon Patch Rate	**Murphy Client**	A- $475/day B- $500/day C- $525/day

Attachment: C23-252 Life Generations Healthcare (10373 : 2nd Contract Modification - Life Generations Healthcare)

ANCILLARY SERVICES

Item	Pay Point Description	Pay Point Amount
Ancillary Services	This pay point is for Contractor costs related to: Transportation Costs, Client Accompaniment to Doctor's or Court Appointments, Costs to Move Clients to Contractor's facility, and other Medical/Pharmaceutical services related to the care of County contracted clients that are not reimbursed by Medi-Cal, contract expenses for specialists needed to meet Client's needs. It also includes any other expenses that need to be approved by the COR (Contracting Officer's Representative) in advance on case-by-case basis based on funding availability. Contractor must request and receive written approval in advance from the COR prior to invoicing the County. Contractor shall pay for ancillary costs at the direction of the COR based on the directive of the Department of Health Care Services.	Rates will be negotiated and agreed upon by both parties prior to the cost being incurred

** The Indigent Rate will apply when the Contractor admits a client from the County who is not enrolled nor covered for services under their traditional Medi-Cal benefits. The Indigent Rate shall never be less than the published Medi-Cal Rate plus the approved Patch Rate in effect at the time services are provided. When a County client is enrolled in a Managed Medi-Cal Plan which does not provide coverage for services, Contractor will work with the client's Conservator to disenroll from the Managed Medi-Cal Plan into traditional Medi-Cal, and such disenrollment shall be retroactively effective on the date of admission for services. However, if Medi-Cal does not provide retroactive eligibility, the non-covered days will be billed to the County at the STP Indigent Rate included in the rate section of this Agreement. Contractor will have one hundred eighty (180) days after the date of service to bill the STP Indigent Rate days to the County, no other billing timelines specified in this contract will apply. If Contractor receives payment from another payment source for the STP Indigent Rate days billed to and paid by the County, Contractor will refund the County for only the days paid by the other payment source.

Attachment: C23-252 Life Generations Healthcare (10373 : 2nd Contract Modification - Life Generations Healthcare)

EXHIBIT C

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

Definitions

Catch-all definition:

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

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103., and in reference to the party to this Addendum, shall mean American Specialty Healthcare, Inc., doing business as Colusa Medical Center. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. 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.

Attachment: C23-252 Life Generations Healthcare (10373 : 2nd Contract Modification - Life Generations Healthcare)

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

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

Obligations and Activities of Business Associate

Business Associate agrees to:

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

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

Attachment: C23-252 Life Generations Healthcare (10373 : 2nd Contract Modification - Life Generations Healthcare)

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

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

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

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.

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

Permitted Uses and Disclosures by Business Associate

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

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

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

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

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the 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

Attachment: C23-252 Life Generations Healthcare (10373 : 2nd Contract Modification - Life Generations Healthcare)

Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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

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

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

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

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

Permissible Requests by County

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

Term and Termination

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

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

(c) Obligations of Business Associate Upon Termination.

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

Attachment: C23-252 Life Generations Healthcare (10373 : 2nd Contract Modification - Life Generations Healthcare)

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

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

Miscellaneous

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

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

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

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

Attachment: C23-252 Life Generations Healthcare (10373 : 2nd Contract Modification - Life Generations Healthcare)

COUNTY OF COLUSA, CA 3.7

Request For County Board of Supervisors Action

MEETING DATE:	**March 25, 2025**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Kaline Moore**
SUBJECT:	**Approve 4th Modification to Davis Guest Home Inc., for Board and Care services.**

Approve 4th Modification to **Davis Guest Home Inc.**, for Board and Care services.

Detailed Description/Background of request
Behavioral Health is requesting a fourth modification to the contract with Davis Guest Home in order to update the rates of service and requirements for the FY 25/26 and extend the contract term through June 30th, 2026.

Davis Guest Home is designed as a residential care facility offering a broad range of services to residents requiring a structured environment due to mental health challenges. They offer educational classes, socialization/group interactions, entertainment and recreation. Davis Guest Home instructs and encourages clients to participate in tasks that promote independent living skills. As a result of residing at Davis Guest Home and participating in a full range of activities it is expected that each individual will experience an enrichment of life.

Behavioral Health is requesting a fourth modification in order to extend the term from June 30th, 2025 to June 30th, 2026. Behavioral Health is also requesting that the “ATTACHMENT A” be replaced with an updated "ATTACHMENT A" with the FY 25/26 rates of service and the Davis Guest House requirements effective July 1st, 2025.

Prior Board Action
Approved original contract C21-066 and modifications C22-101; C23-132 & C24-049

Fiscal Impact/Funding Source
Budgeted 003-55270-713-0. Not to exceed $80,000 per fiscal year.

Action for the Clerk
Please obtain signatures, number contract and forward to:

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

ATTACHMENTS:

- Fourth Modification - Davis Guest Home (DOCX)
- Attachment A - Davis Guest Home Requirements & FY25-26 Rate Sheet (PDF)
- C21-066 Davis Guest Home (PDF)
- C22-101 1st Mod - Davis Guest Home (PDF)
- C23-132 2nd Mod - Davis Guest Home (PDF)
- C24-049 3rd Amendment Davis Guest Home (PDF)

C25-_____

Fourth Modification with Davis Guest House

This Fourth Modification of Contract C21-066 for the Board and Care Services is between Colusa County (County), a political subdivision of the State of California, and Davis Guest Home, Inc., (Contractor), a California corporation.

Background

On May 11, 2021, the parties executed contract C21-066 for board and care services ("Contract").

On June 7, 2022, the parties executed the 1st Modification (C22-101) extending the term and deleted Attachment A-Davis Guest Home Requirements, Attachment C-Rates Sheet FY 2021-2022, Attachment D-Protocol for Returning LPS Conserved **AND** replaced with NEW Attachment A-Davis Guest Home Requirements, Attachment C-Rates Sheet FY 2022-2023 Attachment D-Protocol for Returning LPS Conserved.

On June 20, 2023, the parties executed the 2nd Modification (C23-132) extending the term, deleted Attachment A-Davis Guest Home Requirements, Attachment C-Rates Sheets FY 2021-2022 and replaced with NEW Attachment A-Davis Guest Home Requirements & Rates Sheet FY 2023-2024.

On April 23, 2024, the parties executed the 3rd Modification (C24-049) extending the term, deleted Attachment A-Davis Guest Home Requirements & Rate Sheet FY 2023-2024 and replaced with a NEW Attachment A-Davis Guest Home Requirements & Rate Sheet FY 2024-2025.

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

Modification

The parties agree to modify the Contract effective July 1, 2025, as follows:

1. Section 2, Term of the contract is modified to extend the termination date from June 30, 2025 to June 30, 2026.
2. Section 22, Attachments is modified by deleting the following: Attachment A-Davis Guest Home Requirements & Rate Sheet FY 2024-2025, **AND** replace with a **NEW** Attachment A-Davis Guest Home Requirements & Rate Sheet FY 2025-2026, attached hereto

SIGNATURES FOLLOW ON PAGE 2

Attachment: Fourth Modification - Davis Guest Home [Revision 1] (10376 : 4th Contract Modification - Davis Guest Home)

C25-_____

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

DAVIS GUEST HOME, INC.

_____Date:_____
Signature

_____
Printed Name and Title

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

by _____
Patricia Rodriguez, Deputy Clerk

Attachment: Fourth Modification - Davis Guest Home [Revision 1] (10376 : 4th Contract Modification - Davis Guest Home)

ATTACHMENT A

Davis Guest Home
personalized residential care

Fiscal Year 2025-2026 Rate Sheet

Transitional Rate Program/Services:

SSI*	$1420.07
SSI / SSA*	$1440.07
Daily Patch Rate	$175

**conservatorship renewals included

Board and Care shall be paid from the clients SSI or SSI/SSA benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and/or amount owed. *The clients SSI or SSI/SSA monthly residential board and care rate is currently $1,420.07 per month for a client who receives one check and $1,440.07 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement. COUNTY will be responsible to cover SSI/SSA benefits and $3.00 per day personal and incidental allotment within 30 days of being delinquent and continuing until Resident is removed from Davis Guest Home or SSI/SSA benefits are restored.

In special situations Davis Guest Homes may require an adjustment to the daily rate based upon acuity, medical complexity, and behavior problems requiring staff interventions beyond typical staff to client ratios. The rates may vary between $350.00 and $1,000.00 daily for higher acuity, and $325.00 for private rooms. Behavioral patches may also apply and vary between $250-$450 daily. COUNTY agrees to pay invoices for services provided by Davis Guest Homes within 30 days.

**CONTRACTOR will include Conservatorship Renewals with the daily patch provided the conservatee is a Resident of Davis Guest Home at the time of conservatorship renewal.

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

Attachment: Attachment A - Davis Guest Home Requirements & FY25-26 Rate Sheet (10376 : 4th Contract Modification - Davis Guest Home)

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

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

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

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

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

COUNTY shall be responsible to remove a Resident within 30 days upon notification that they have failed placement, or if in the opinion of Davis Guest Home Administration, they are no longer appropriate for the level care at Davis Guest Homes. In the event a Resident is not relocated within 30 days (as stipulated in our Admission Agreement), COUNTY will pay an additional $200 per day on day 31 until the Resident is relocated.

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

CONTRACTOR agrees to adhere to and comply with staff training requirements imposed by the Department of Social Services, Community Care Licensing Division, and Stanislaus County. Additional training requirements which are unique and county specific may not be added to the contract language.

Davis Guest Homes record retention policy is three (3) years following termination of service to the Resident as required by; Community Care Licensing, Title 22, Section 87506:

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

Attachment: Attachment A - Davis Guest Home Requirements & FY25-26 Rate Sheet (10376 : 4th Contract Modification - Davis Guest Home)

C 21- 0666

Board and Care Services with Davis Guest Home

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

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

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

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

4. **Method of Payment:** Contractor shall bill monthly with an invoice for the services provided in the preceding month. Upon receipt of an invoice(s), County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

   A. **Invoices shall:**
      1) Be prepared on Contractor's letterhead.
      2) Bear Contractor's name as shown on the contract.
      3) Bear the contract number.
      4) Itemize the costs incurred.
      5) Invoice to itemize patient stays, dates of stay and total number of days.

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

   A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

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

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

6. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents

Attachment: C21-066 Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

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

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

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

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

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

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

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

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

Attachment: C21-066 Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

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

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

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

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

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

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

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

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

Attachment: C21-066 Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

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

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

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

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

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

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

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

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

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

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

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

Attachment: C21-066 Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County:
Colusa County Behavioral Health
Attention: Director
162 E. Carson Street
Colusa, CA 95932
(530) 458-0520

If to Contractor:
Davis Guest Home
Attention: Lonny G. Davis
1878 E. Hatch Road
Modesto, CA 95351
(209) 538-1496

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

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

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

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

19. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

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

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

Attachment: C21-066 Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

C 21- 066

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

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

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

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

COUNTY OF COLUSA

Date: 5/11/21
Gary J. Evans, Board Chair

DAVIS GUEST HOME, INC.

Date: 5/24/
Signature

Lonny G. Davis, President
Printed Name and Title

APPROVED AS TO FORM

Margaret Long, Interim County Counsel

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By Melissa Kitts
Melissa Kitts, Deputy

Attachment: C21-066 Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

C 21-0666

ATTACHMENT A

Davis Guest Home Requirements

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

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

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

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

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

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

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

Attachment: C21-066 Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

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

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

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

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

Attachment: C21-066 Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

C21-066

Attachment B

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

1. History of Organization

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

2. Mission Statement

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

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

3. Goals and Outcomes

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

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

4. Current Programs and Services Offered

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

Attachment: C21-066 Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

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

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

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

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

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

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

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

3. Gross inactivity.

Attachment: C21-066 Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

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

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

6. Problem smoking/unauthorized areas.

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

8. Medication Compliance.

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

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

11. Sexual acting out.

12. Excessive dependency.

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

5. Quality Assurance Procedures

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

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

6. Description of the Facility and Community

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

Attachment: C21-066 Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

7. Staff Qualifications and Training

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

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

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

8. Designated Psychiatrist

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

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

9. Clients to be Served

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

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

10. Placement Procedures

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

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

11. Emergency Services

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

Attachment: C21-066 Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

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

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

12. Program Expenses

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

Attachment: C21-066 Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

C21-0660

ATTACHMENT C

Davis Guest Home
personalized residential care

Fiscal Year 2021-2022 Rate Sheet

***Transitional Rate** Program/Services:*

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

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

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

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

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

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

Attachment: C21-066 Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

C21-0060

ATTACHMENT D

PROTOCAL FOR RETURNING LPS CONSERVED

PROTOCOL FOR RETURNING LPS CONSERVED CLIENT TO SMMC

FROM OUT-OF-COUNTY PLACEMENT

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

Emergency

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

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

Within business hours

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

Non-Business Hours

Attachment: C21-066 Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

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

Scheduled Transports

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

Important County Contacts, if further assistance is required:

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

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

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

Attachment: C21-066 Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

C21-066

ATTACHMENT E

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

Definitions

Catch-all definition:

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

Specific definitions:

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

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

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

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

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

Attachment: C21-066 Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

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

Obligations and Activities of Business Associate

Business Associate agrees to:

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

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

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

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

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

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

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

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

Attachment: C21-066 Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

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

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

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.

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

Permitted Uses and Disclosures by Business Associate

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

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

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

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

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

Attachment: C21-066 Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

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

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

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

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

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

Permissible Requests by County

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

Term and Termination

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

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

(c) Obligations of Business Associate Upon Termination.

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

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

Attachment: C21-066 Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

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

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

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

Miscellaneous

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

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

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

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

Attachment: C21-066 Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

C22- 101

First Modification of C21-066 for Board and Care Services with Davis Guest Home

This First Modification of Board and Care Services is between Colusa County (County), a political subdivision of the State of California, and Davis Guest Home, Inc., (Contractor"), a California Corporation.

Background

On May 11, 2021, the parties executed Contract C21-066 for board and care services.

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

Modification

The parties agree to modify the Contract effective July 1, 2022, as follows:

1. Section 2, Term of the contract is modified to extend the termination date from June 30, 2022 to June 30, 2023.

2. Section 22, Attachments, is modified by deleting the following:
   Attachment A-Davis Guest Home Requirements,
   Attachment C-Rates Sheet FY 2021-2022
   Attachment D-Protocol for Returning LPS Conserved
   AND replacing with NEW Attachments attached hereto:
   Attachment A-Davis Guest Home Requirements,
   Attachment C-Rates Sheet FY 2022-2023
   Attachment D-Protocol for Returning LPS Conserved

COUNTY OF COLUSA

Date: 6/7/22

J. Merced Corona, Chair

DAVIS GUEST HOME, INC.

Date: 6/14/22

Signature

Printed Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

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

Melissa Kitts, Deputy Clerk

Attachment: C22-101 1st Mod - Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

ATTACHMENT A

Davis Guest Home Requirements

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

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

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

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

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

Board and Care shall be paid from the clients SSI or SSI/SSA benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and /or amount owed. The clients SSI or SSI/SSA monthly residential board and care rate is currently $1,211.77 per month for a client who receives one check and $1231.77 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement. County will be responsible to cover SSI/SSA benefits within 30 days of being delinquent and continuing until Resident is removed from Davis Guest Home or SSI/SSA benefits are restored,

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

Attachment: C22-101 1st Mod - Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

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

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

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

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

Attachment: C22-101 1st Mod - Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

ATTACHMENT C

Fiscal Year 2022-2023 Rate Sheet

Transitional Rate *Program/Services:*

$ 1,211.77 SSI *
$ 1,231.77 SSI/SSA*
$ 140.00 Daily Patch Rate

*The resident's SSI/SSI monthly residential board and care rate is currently $1,211.77/$1,231.77 per month (this monthly amount is subject to annual adjustments by the Federal Government and State of California).

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

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

In special situations Davis Guest Homes may require an adjustment to the daily rate based upon acuity, medical complexity, and behavior problems requiring staff interventions beyond typical staff to client ratios. The rates may vary between $350.00 and $800.00 daily for higher acuity, new acute facility, and $275.00 for private rooms.

Residents who are not removed from Davis Guest Home facilities within 30 days of receiving discharge notice (as stipulated in the Admission Agreement) will be assessed a daily rate of $350.00 for Transitional residents, $375.00 for Private rooms, $150.00 additional per diem for individuals who are in high acuity facilities from day 31 until time they are relocated.

Attachment: C22-101 1st Mod - Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

ATTACHMENT D

Protocol for Returning an LPS Conserved Client from an Out-Of-County Placement

This protocol pertains to Lanterman Petris Short (LPS) conserved clients placed in out-of-county facilities that need psychiatric hospitalization. Behavioral Health and Recovery Services (BHRS) and the Public Guardian will make every effort to ensure that clients are transported back to their county-of-origin in a timely and efficient manner. The following steps will be followed to arrange transport back to the county-of-origin.

Emergency

The facility will call 911 and have the client transported to the nearest emergency department. The hospital's emergency department will be directed to contact the county-of-origin's Psychiatric Emergency Services (PES) so transport can be arranged between the local hospital's emergency department and the county-of-origin.

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

Within Business Hours

- If an acute client incident occurs Monday-Friday during business hours, the facility will contact the count-of-origin. The county will be advised that "your county has an LPS conserved client that needs to return to the county-or-origin."
- The PES will contact our contracted ambulance company immediately. If available, a Basic Life Support (BLS) rig will be dispatched to the facility.
- If a BLS rig is not available during business hours, the facility will contact a local ambulance company to transport the client to the nearest hospital for medical clearance. The hospital's emergency department will be directed to contact the county-of-origin so transport can be arranged between the emergency department and the county-of-origin.

Non-Business Hours

- If an acute incident occurs during non-business hours, the facility will contact the county-of-origin. They may attempt to contact the contracted ambulance company, but in the event a BLS rig is not available, the facility will contact a local AB ambulance company to arrange transport.
- If the local ambulance company needs to transport the client to the nearest hospital for medical clearance, the facility will direct the hospital's emergency department to contact the county-of-origin so transportation may be arranged between the emergency department and county-of-origin.

Attachment: C22-101 1st Mod - Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

Scheduled Transport

If a non-acute transport to the hospital needs to be arranged, the facility will contact the county-of-origin 24-hours in advance. The facility will arrange for the contracted ambulance company to pick up the client the following day.

Attachment: C22-101 1st Mod - Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

Client 1653068 DAVISGUE2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/30/2020

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

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

PRODUCER	CONTACT NAME: Aislinn McKenney	
USI Insurance Services, LLC 10940 White Rock Rd 2nd Fl Rancho Cordova, CA 95670 916 589-8000	PHONE (A/C, No, Ext): 916 883-0616	FAX (A/C, No): 610 537-2346
	E-MAIL ADDRESS: aislinn.mckenney@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Service American Indemnity Company	39152
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Davis Guest Home, Inc.
1878 E Hatch Rd
Modesto, CA 95351-5096

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		SATIS0355200	10/01/2020	10/01/2021	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Evidence of Coverage

CERTIFICATE HOLDER

County of Colusa Department of Mental Health
Attn: Director 162 E Carson St.
Colusa, CA 95932

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ADKZP

Attachment: C22-101 1st Mod - Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/06/2022

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

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

PRODUCER Phone (510) 233-2600 Fax (510) 235-3522
NEK INSURANCE, INC.
PO BOX 809
EL CERRITO CA 94530

Agency Lic#: 0350715

CONTACT NAME: NEK INSURANCE, INC.
PHONE (A/C, No, Ext): (510) 233-2600 FAX (A/C, No): (510) 235-3522
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : KINSALE INS. CO. / WORLDWIDE FACILITIES	
INSURER B : NATIONAL LIABILITY & FIRE INS CO / MAVERICK	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
DAVIS GUEST HOME, INC.
1878 EAST HATCH ROAD
MODESTO, CA 95351

COVERAGES **CERTIFICATE NUMBER:** 91690 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			0100145775-1	04/01/22	04/01/23	EACH OCCURRENCE	$
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,00
	X CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,00
							GENERAL AGGREGATE	$ 3,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	$ INCLUDE
	X POLICY PRO-JECT LOC						EACH CLAIM LIMIT	$ 1,000,00
B	AUTOMOBILE LIABILITY			73APS105362	04/01/22	04/01/23	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,00
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N						E.L. EACH ACCIDENT	$
	(Mandatory in NH) N/A						E.L. DISEASE-EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	$
A	PROFESSIONAL LIABILITY			0100145775-1	04/01/22	04/01/23	EACH CLAIM/AGGR	1,000,000/3,000,00
B	EXCESS AUTO LIABILITY			72XAS007434	04/01/22	04/01/23	LIABILITY LIMIT	$2,000,00

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

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS PER FORM AHL5001 & M5887.
RE: 1878 EAST HATCH ROAD, MODESTO, CA / 1900 EAST HATCH ROAD, MODESTO, CA / 1628 NADINE AVENUE, MODESTO, CA / 1552 OHIO AVENUE, MODESTO, CA / 2405 MAUNA LOA DRIVE, CERES, CA / 1209 N. CENTRAL AVENUE, MODESTO, CA & 1232 NADINE AVENUE, MODESTO, CA / 5348 KIERNAN AVENUE, SALIDA, CA

CERTIFICATE HOLDER

COUNTY OF COLUSA
DEPARTMENT OF BEHAVIORAL HEALTH
162 E CARSON STREET, SUITE A
COLUSA, CA 95932

Attention: DIRECTOR

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: C22-101 1st Mod - Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - SCHEDULED

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100145775-1	04/01/2022 12:01AM at the Named Insured address shown on the Declarations	Davis Guest Home Inc
Additional Premium: $0	*Return Premium:* $0	

This endorsement modifies insurance provided under the following:

ALLIED HEALTH GENERAL LIABILITY COVERAGE

SCHEDULE

Name and Address of Additional Insured(s):
County of Sonoma, its officers, agents, and employees, Attn: DHS - Contract & Board Item Development, 3313 Chante Road, Santa Rosa, CA 95404
Solano County Mental Health, 275 Beck Avenue MS 5-250, Fairfield, CA 94533-6804
Santa Barbara County, 300 N San Antonio Road, BLDG 3, Santa Barbara, CA 93110
County of Tuolumne Behavioral Health Department C/O Human Services Agency, 20075 Cedar Road North, Sonora, CA 95370
Mariposa County Department of Human Services, PO Box 99, Mariposa, CA 95338
San Luis Obispo County Behavioral Health Services, 2180 Johnson Avenue, 2nd Floor, San Luis Obispo, CA 93401
Amador County Behavioral Health Department, 810 Court Street, Jackson, CA 95642
County of Monterey, its officers, agents and employees, 1270 Natividad Road, Salinas, CA 93906
Tehama County Health Services Agency, PO Box 400, Red Bluff, CA 96080-0400
Modoc County Mental Health Services 411 North Main Street, Alturas, CA 96101
Siskiuyou County Behavioral Health Services 2060 Campus Drive, Yreka, CA 96097-9538
Santa Cruz County Department of Mental Health, Health Services Agency, 1080 Emeline Avenue, Santa Cruz, CA 95061
San Mateo County Mental Health Services, 225 W 37th Avenue, San Mateo, CA 94403-4342
County of Napa, its officers, employees, agents, and volunteers, 2261 Elm Street, Napa, CA 94559-3721
County of Lake Behavioral Health Department, PO Box 1024, Lucerne, CA 95458
Del Notre County Department of Health & Human Services, 880 Northcrest Drive, Crescent City, CA 95531
Merced County Department of Mental Health, PO Box 2087, Merced, CA 95344
Mendocino County Mental Health BHRS, 1120 S Dora Street, Ukiah, CA 95482
Marin County Community Mental Health Services, 20 N San Pedro, Suite 2028, San Rafael, CA 94903
Madera County Public Guardian Behavioral Health Services, PO Box 1288, Madera, CA 93639-1288
Lassen County Behavioral & Public Health, Mental Health Division, 555 Hospital Lane, Susanville, CA 96130
County of Colusa Department of Behavioral Health, 162 E Carson Street. Suite A, Colusa, CA 95932
Humboldt County Health & Human Services, DHHS - Mental Health, 720 Wood Street, Eureka, CA 95501-4482
Stanislaus County Behavioral Health & Recovery Services, 800 Scenic Drive, Modesto, CA 95350-6131
Alameda County, BHCS, Insurance Coordinator, 1900 Embarcadero, Suite 205 Oakland, CA 94606
Tulare County Health and Human Services Agency, 5957 S Mooney Boulevard, Visalia, CA 93277-9394
San Joaquin County, 44 N San Joaquin Street, Suite 540, Stockton, CA 95202
County of Placer, its officers agents, employees and volunteers,11512 B avenue, Auburn, CA 95603-2605

A. **SECTION II - WHO IS AN INSURED** is amended to include the person or organization shown in the above Schedule as an Additional Insured, but only for the vicarious liability imposed on the Additional Insured, provided that such liability is caused by the sole negligent conduct of the "named insured" and is proximately caused by "your work" for the Additional Insured.

Attachment: C22-101 1st Mod - Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.

B. The insurance provided to the Additional Insured under this endorsement is limited as follows:

1. This coverage does not apply to "bodily injury" or "property damage":
   a. Arising out of the sole negligence of the Additional Insured or any employees of the Additional Insured;
   b. To any "employee" of the "named insured" or to any obligation of the Additional Insured to indemnify another because of "damages" arising out of such injury.
2. Where there is no duty to defend the "named insured", there is no duty to defend the Additional Insured. Where there is no duty to indemnify the "named insured", there is no duty to indemnify the Additional Insured.
3. A person's or organization's status as an Additional Insured under this endorsement ends when "your work" for that Additional Insured is completed.

C. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE:**

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

D. Duties of the Additional Insured in the event of claim or "suit":

1. The Additional Insured must promptly give notice of a claim which is made or a "suit" to any other insurer which has insurance for a loss to which this insurance may apply.
2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Attachment: C22-101 1st Mod - Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

Attached To and Forming Part of Policy	*Effective Date of Endorsement*	*Named Insured*
0100145775-1	04/01/2022 12:01AM at the Named Insured address shown on the Declarations	Davis Guest Home Inc
Additional Premium: $0	*Return Premium:* $0	

This endorsement modifies insurance provided under the following:

ALLIED HEALTH GENERAL LIABILITY COVERAGE

SCHEDULE

Name and Address of Additional Insured(s):
County of Sonoma, its officers, agents, and employees, Attn: DHS - Contract & Board Item Development, 3313 Chante Road, Santa Rosa, CA 95404
Solano County Mental Health, 275 Beck Avenue MS 5-250, Fairfield, CA 94533-6804
Santa Barbara County, 300 N San Antonio Road, BLDG 3, Santa Barbara, CA 93110
County of Tuolumne Behavioral Health Department C/O Human Services Agency, 20075 Cedar Road North, Sonora, CA 95370
Mariposa County Department of Human Services, PO Box 99, Mariposa, CA 95338
San Luis Obispo County Behavioral Health Services, 2180 Johnson Avenue, 2nd Floor, San Luis Obispo, CA 93401
Amador County Behavioral Health Department, 810 Court Street, Jackson, CA 95642
County of Monterey, its officers, agents and employees, 1270 Natividad Road, Salinas, CA 93906
Tehama County Health Services Agency, PO Box 400, Red Bluff, CA 96080-0400
Modoc County Mental Health Services 411 North Main Street, Alturas, CA 96101
Siskiuyou County Behavioral Health Services 2060 Campus Drive, Yreka, CA 96097-9538
Santa Cruz County Department of Mental Health, Health Services Agency, 1080 Emeline Avenue, Santa Cruz, CA 95061
San Mateo County Mental Health Services, 225 W 37th Avenue, San Mateo, CA 94403-4342
County of Napa, its officers, employees, agents, and volunteers, 2261 Elm Street, Napa, CA 94559-3721
County of Lake Behavioral Health Department, PO Box 1024, Lucerne, CA 95458
Del Notre County Department of Health & Human Services, 880 Northcrest Drive, Crescent City, CA 95531
Merced County Department of Mental Health, PO Box 2087, Merced, CA 95344
Mendocino County Mental Health BHRS, 1120 S Dora Street, Ukiah, CA 95482
Marin County Community Mental Health Services, 20 N San Pedro, Suite 2028, San Rafael, CA 94903
Madera County Public Guardian Behavioral Health Services, PO Box 1288, Madera, CA 93639-1288
Lassen County Behavioral & Public Health, Mental Health Division, 555 Hospital Lane, Susanville, CA 96130
County of Colusa Department of Behavioral Health, 162 E Carson Street. Suite A, Colusa, CA 95932
Humboldt County Health & Human Services, DHHS - Mental Health, 720 Wood Street, Eureka, CA 95501-4482
Stanislaus County Behavioral Health & Recovery Services, 800 Scenic Drive, Modesto, CA 95350-6131
Alameda County, BHCS, Insurance Coordinator, 1900 Embarcadero, Suite 205 Oakland, CA 94606
Tulare County Health and Human Services Agency, 5957 S Mooney Boulevard, Visalia, CA 93277-9394
San Joaquin County, 44 N San Joaquin Street, Suite 540, Stockton, CA 95202
County of Placer, its officers agents, employees and volunteers,11512 B avenue, Auburn, CA 95603-2605

A. **SECTION II- WHO IS AN INSURED** is amended to include any person or organization shown in the above Schedule as an Additional Insured, but only for the vicarious liability imposed on the Additional Insured provided that such liability is caused by the sole negligent conduct of the "named insured" and is proximately caused by "your work" or "your product" for the Additional Insured.

Attachment: C22-101 1st Mod - Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.

B. The insurance provided to the Additional Insured under this endorsement is limited as follows:

1. The insurance provided to the Additional Insured shall be excess with respect to any other valid and collectible insurance available to the Additional Insured, unless the written contract specifically requires that this insurance apply on a primary and noncontributory basis, in which case this insurance shall be primary.
2. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operations hazard" unless you are required to provide such insurance by written contract. If required, then insurance is provided only for "bodily injury" or "property damage" that occurs during the "policy period" arising out of "your work" or "your product".
3. Where there is no duty to defend the "named insured", there is no duty to defend the Additional Insured. Where there is no duty to indemnify the "named insured", there is no duty to indemnify the Additional Insured.
4. This insurance does not apply to "bodily injury" or "property damage" arising out of:
   a. The sole negligence of the Additional Insured or any employee of the Additional Insured; or
   b. Any obligation of the Additional Insured to indemnify another because of "damages" arising out of such injury or damage.

C. With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

D. Duties of the Additional Insured in the event of claim or "suit":

1. The Additional Insured must promptly give notice of a claim which is made or a "suit" to any other insurer which has insurance for a loss to which this insurance may apply.
2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Attachment: C22-101 1st Mod - Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

M-5887 (08/2017)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE – ADDITIONAL INSURED:

County of Colusa Health & Humas Services DHHS
162 E Carson Street, Suite A
Colusa, CA 95932

A. In consideration of payment of the additional premium listed below, LIABILITY COVERAGE is extended to include the additional insured named herein, provided that:

1) such insurance applies only to the ownership, maintenance or use of a covered "auto"; and
2) such insurance applies only to acts or omissions by you, your agents or your "employees" while such covered auto is being used in your business; and
3) such insurance does not apply to the acts or omissions of the additional insured or any of the additional insured's agents or "employees" other than you; and
4) such insurance does not apply if the additional insured is subject to motor carrier insurance requirements and is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are being used exclusively in the additional insured's business and pursuant to operating rights granted to the additional insured by a public authority.

B. The insurance afforded to such additional insured:

1) Applies only to the extent permitted by law; and
2) Will not be broader than that which you are required by a contract or agreement to provide for such additional insured.

C. The most we will pay on behalf of the additional insured is the lesser of the amount of insurance:

1) That you are required by a contract or agreement to provide for such additional insured; or
2) That is available under the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions and agreements remain unchanged.

Additional Premium: $ 0

Company Name **National Liability & Fire Insurance Company**	Policy Number **73 APS 105362** Endorsement Effective **04/01/2022 12:01 AM**
Named Insured **DAVIS GUEST HOME INC**	Countersigned by (Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy .)

Attachment: C22-101 1st Mod - Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

C23- 132

Second Modification of C21-066 for Board and Care Services with Davis Guest Home

This First Modification of Board and Care Services is between Colusa County (County), a political subdivision of the State of California, and Davis Guest Home, Inc., (Contractor"), a California Corporation.

Background

On May 11, 2021, the parties executed Contract C21-066 for board and care services.

On June 7, 2022, the parties executed the 1st Modification (C22-101) extending the term and deleted Attachment A-Davis Guest Home Requirements, Attachment C-Rates Sheet FY 2021-2022, Attachment D-Protocol for Returning LPS Conserved **AND** replaced with NEW Attachment A-Davis Guest Home Requirements, Attachment C-Rates Sheet FY 2022-2023 Attachment D-Protocol for Returning LPS Conserved

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

Modification

The parties agree to modify the Contract effective July 1, 2023, as follows:

1. Section 2, Term of the contract is modified to extend the termination date from June 30, 2023 to June 30, 2024.
2. Section 22, Attachments is modified by deleting the following:
   Attachment A-Davis Guest Home Requirements,
   Attachment C-Rates Sheet FY 2021-2022
   AND replacing with NEW Attachment A-Davis Guest Home Requirements/Rates Sheet FY 2023-2024, attached hereto.

COUNTY OF COLUSA

BOARD OF SUPERVISORS COUNTY OF COLUSA CALIFORNIA

Date: 6/20/23

Kent S. Boes, Chair

DAVIS GUEST HOME, INC.

Date: 6/27/23

Signature

LONNY DAVIS, PRESIDENT

Printed Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

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

Melissa Kitts, Deputy Clerk

Attachment: C23-132 2nd Mod - Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

C23- 132

ATTACHMENT A

Davis Guest House Requirements
&
Fiscal Year 2023-2024
Rate Sheet

Transitional Rate Program/Services:

$ 1,324.82 SSI *
$1,344.82 SSI/SSA*
$160.00 Daily Patch Rate

Board and Care shall be paid from the clients SSI or SSI/SSA benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and/or amount owed. *The clients SSI or SSI/SSA monthly residential board and care rate is currently $1,324.82 per month for a client who receives one check and $1344.82 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement. COUNTY will be responsible to cover SSI/SSA benefits within 30 days of being delinquent and continuing until Resident is removed from Davis Guest Home or SSI/SSA benefits are restored.

In special situations Davis Guest Homes may require an adjustment to the daily rate based upon acuity, medical complexity, and behavior problems requiring staff interventions beyond typical staff to client ratios. The rates may vary between $350.00 and $800.00 daily for higher acuity, and $300.00 for private rooms. Behavioral patches may also apply and vary between $225-$300 daily. COUNTY agrees to pay invoices for services provided by Davis Guest Homes within 30 days.

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

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

Before placement, all residents of Davis Guest Homes must have in place some form of medical insurance, or provision for medical care and treatments including payment arrangements.
COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than (7) of non-medical

Attachment: C23-132 2nd Mod - Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

leave and not more than (10) days of medical leave upon prior notification by CONTRACTOR.

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

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

COUNTY shall be responsible to remove a Resident within 30 days upon notification that they have failed placement, or if in the opinion of Davis Guest Home Administration they are no longer appropriate for the level care at Davis Guest Homes. In the event a Resident is not relocated within 30 days (as stipulated in our Admission Agreement), COUNTY will pay an additional $200 per day on day 31 until the Resident is relocated.

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

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

CONTRACTOR agrees to adhere to and comply with staff training requirements imposed by Department of Social Services, Community Care Licensing Division, and Stanislaus County. Additional training requirements which are unique and county specific may not be added to contract language.

Davis Guest Homes record retention policy is three (3) years following termination of service to the resident as required by; Community Care Licensing, Title 22, Section 87506:

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

COUNTY agrees that if the contract is not in place by June 31st, 2023 and no agreement exists to continue payments while contract is being drafted, COUNTY will remove their clients within 14 days and Davis Guest Homes will be paid in full within 30 days (including the 14 days notification).

Attachment: C23-132 2nd Mod - Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

C24-049

Third Modification with Davis Guest Home

This Third Modification of Board and Care Services is between Colusa County (County), a political subdivision of the State of California, and Davis Guest Home, Inc., (Contractor"), a California Corporation.

Background

On May 11, 2021, the parties executed Contract C21-066 for board and care services.

On June 7, 2022, the parties executed the 1st Modification (C22-101) extending the term and deleted Attachment A-Davis Guest Home Requirements, Attachment C-Rates Sheet FY 2021-2022, Attachment D-Protocol for Returning LPS Conserved **AND** replaced with NEW Attachment A-Davis Guest Home Requirements, Attachment C-Rates Sheet FY 2022-2023 Attachment D-Protocol for Returning LPS Conserved.

On June 20, 2023, the parties executed the 2nd Modification (C23-132) extending the term, deleted Attachment A-Davis Guest Home Requirements, Attachment C-Rates Sheets FY 2021-2022 and replaced with NEW Attachment A-Davis Guest Home Requirements/Rates Sheet FY 2023-2024.

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

Modification

The parties agree to modify the Contract effective July 1, 2024, as follows:

1. Section 2, Term of the contract is modified to extend the termination date from June 30, 2024 to June 30, 2025.
2. Section 22, Attachments is modified by deleting the following: Attachment A-Davis Guest Home Requirements & FY 23-24 Rate Sheet, **AND** replace with a **NEW** Attachment A-Davis Guest Home Requirements & FY 24-25 Rates Sheet, attached hereto.

COUNTY OF COLUSA

for Gary J. Evans, Chair — **Date:** 4/23/24

APPROVED AS TO FORM

Richard Stout, County Counsel

DAVIS GUES HOME, INC.

Signature — **Date:** 5/3/24

LONNY G. DAVIS
Printed Name and Title

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

Tiffany Jorgensen , Deputy Clerk

Attachment: C24-049 3rd Amendment Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

C24-049

ATTACHMENT A

Davis Guest Home Requirements
&
Fiscal Year 2024-2025 Rate Sheet

Transitional Rate Program/Services:

$ 1,398.07 SSI *
$1,418.07 SSI/SSA*
$165.00 Daily Patch Rate

Board and Care shall be paid from the clients SSI or SSI/SSA benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and/or amount owed. *The clients SSI or SSI/SSA monthly residential board and care rate is currently $1,398.07 per month for a client who receives one check and $1,418.07 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement. COUNTY will be responsible to cover SSI/SSA benefits within 30 days of being delinquent and continuing until Resident is removed from Davis Guest Home or SSI/SSA benefits are restored.

In special situations Davis Guest Homes may require an adjustment to the daily rate based upon acuity, medical complexity, and behavior problems requiring staff interventions beyond typical staff to client ratios. The rates may vary between $350.00 and $1,000.00 daily for higher acuity, and $325.00 for private rooms. Behavioral patches may also apply and vary between $250-$450 daily. COUNTY agrees to pay invoices for services provided by Davis Guest Homes within 30 days.

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

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

Attachment: C24-049 3rd Amendment Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

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

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

(10) days of medical leave upon prior notification by CONTRACTOR.

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

CONTRACTOR will hold a resident's bed for a total of ten days for in-patient hospitalizations (Medical and or Psychiatric) per occurrence and seven days per month for overnight passes.

Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within the time frame indicated above, extensions may be secured with written notice to CONTRACTOR.

COUNTY shall be responsible to remove a Resident within 30 days upon notification that they have failed placement, or if in the opinion of Davis Guest Home Administration, they are no longer appropriate for the level care at Davis Guest Homes. In the event a Resident is not relocated within 30 days (as stipulated in our Admission Agreement), COUNTY will pay an additional $200 per day on day 31 until the Resident is relocated.

COUNTY agrees to provide Davis Guest Homes names and contact information (including after- hours contact numbers) for Case Managers and or Conservators in the event of emergencies.

Emergency contacts must be available to respond to calls within one hour.

CONTRACTOR agrees to adhere to and comply with staff training requirements imposed by the Department of Social Services, Community Care Licensing Division, and Stanislaus County.

Additional training requirements which are unique and county specific may not be added to the contract language.

Davis Guest Homes record retention policy is three (3) years following termination of service to the resident as required by; Community Care Licensing, Title 22, Section 87506:

Attachment: C24-049 3rd Amendment Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

Counties who are delinquent in payments to Davis Guest Homes will incur a penalty of $10.00 per day for each resident, beginning on the 45th day after payment is delinquent and continuing until account is paid in full.

Counties who do not provide a contract by June 31st (resulting in delinquent payment) will incur a penalty of $10.00 per day for each resident beginning on July 1st and continuing until the account is paid in full.

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

Attachment: C24-049 3rd Amendment Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

Davis Guest Home

personalized residential care

Fiscal Year 2024-2025 Rate Sheet

Transitional Rate Program/Services:

$ 1,398.07 SSI *
$1,418.07 SSI/SSA*
$165.00 Daily Patch Rate

Board and Care shall be paid from the clients SSI or SSI/SSA benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and/or amount owed. *The clients SSI or SSI/SSA monthly residential board and care rate is currently $1,398.07 per month for a client who receives one check and $1,418.07 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement. COUNTY will be responsible to cover SSI/SSA benefits within 30 days of being delinquent and continuing until Resident is removed from Davis Guest Home or SSI/SSA benefits are restored.

In special situations Davis Guest Homes may require an adjustment to the daily rate based upon acuity, medical complexity, and behavior problems requiring staff interventions beyond typical staff to client ratios. The rates may vary between $350.00 and $1,000.00 daily for higher acuity, and $325.00 for private rooms. Behavioral patches may also apply and vary between $250-$450 daily. COUNTY agrees to pay invoices for services provided by Davis Guest Homes within 30 days.

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

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

Attachment: C24-049 3rd Amendment Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

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

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

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

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

COUNTY shall be responsible to remove a Resident within 30 days upon notification that they have failed placement, or if in the opinion of Davis Guest Home Administration, they are no longer appropriate for the level care at Davis Guest Homes. In the event a Resident is not relocated within 30 days (as stipulated in our Admission Agreement), COUNTY will pay an additional $200 per day on day 31 until the Resident is relocated.

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

CONTRACTOR agrees to adhere to and comply with staff training requirements imposed by the Department of Social Services, Community Care Licensing Division, and Stanislaus County. Additional training requirements which are unique and county specific may not be added to the contract language.

Davis Guest Homes record retention policy is three (3) years following termination of service to the resident as required by; Community Care Licensing, Title 22, Section 87506:

COUNTIES who are delinquent in payments to Davis Guest Homes will incur a penalty of $10.00 per day for each resident, beginning on the 45th day after payment is delinquent and continuing until account is paid in full.

COUNTIES who do not provide a contract by June 31st (resulting in delinquent payment) will incur a penalty of $10.00 per day for each resident beginning on July 1st and continuing until the account is paid in full.

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

Attachment: C24-049 3rd Amendment Davis Guest Home (10376 : 4th Contract Modification - Davis Guest Home)

COUNTY OF COLUSA, CA

3.8

Request For County Board of Supervisors Action

MEETING DATE: March 25, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Kaline Moore

SUBJECT: Approve 2nd Modification to Crestwood Behavioral Health, Inc. for various mental health and long term care services.

Approve 2nd Modification to **Crestwood Behavioral Health, Inc.** for various mental health and long term care services.

Detailed Description/Background of request
Behavioral Health requests a second modification to the contract with Crestwood Behavioral Health in order to extend the term of the contract and update the rates of service for the FY 25/26.

Crestwood Behavioral Health has a vast network of facilities offering a full range and levels of mental health services and long term care for consumers. Crestwood Behavioral Health currently provides the County with 24 hour skilled nursing services for patients who have histories of displaying behavioral symptoms such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness. Behavioral Health currently has two consumers placed at this facility.

Behavioral Health requests to replace Attachment "B" Rate Sheet with an updated Attachment "B" with the FY 25/26 rates effective July 1st, 2025 and extend the contract term from June 30th, 2025 to June 30th, 2026.

Prior Board Action
Approved original contract C23-152 and modification C24-044

Fiscal Impact/Funding Source
Budgeted: 003-55270-713-0, not to exceed $400,000 per fiscal year.

Action for the Clerk
Please number the contract, obtain signatures and send to:

Crestwood Behavioral Health, Inc.
Attn. Elena Mashkevich
520 Capitol Mall, Suite 800
Sacramento, CA 95814-4716

ATTACHMENTS:

- 2nd Mod Crestwood Behavioral Health (DOCX)
- Attachment A - Crestwood BH Rates FY 25-26 (DOCX)
- C24-044 1st Mod with Crestwood Behavioral Health (PDF)
- C23-152 Crestwood Behavioral Health (PDF)

Second Modification Crestwood Behavioral Health Contract for Various Mental Health Services and Long Term Care

This Second Modification of Mental Health Facility Services Contract ("Contract") is between Colusa County (County), a political subdivision of the State of California, and Crestwood Behavioral Health, Inc., ("Contractor"), a Delaware Corporation. .

Background

On August 1, 2023, the parties executed Contract C23-152 for Contractor to provide to the County various mental health and long term care services.

On April 23, 2024, the parties executed a first modification (C24-044) to extend the term, modify compensation, update insurance, modified written notifications and updating Attachment "B".

The parties now want to modify the Contract to update the rate schedule, Attachment "B", and extend the termination date.

Modification

The parties agree to modify the Contract effective July 1, 2025, as follows:

1. Section 2, Term, is modified by extending the term through June 30, 2026.

2. Section 21, Attachments, is modified by deleting Attachment "B" entirely and replacing with a NEW Attachment "B" Rates Sheet FY 25/26, attached hereto.

COUNTY OF COLUSA

_____**Date:**_____
Daurice K. Smith, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

CRESTWOOD BEHAVIORAL HEALTH INC.

_____**Date:**___
Signature

_____
Printed Name and Title

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

_____
Patricia Rodriguez, Deputy Clerk

Attachment: 2nd Mod Crestwood Behavioral Health [Revision 1] (10377 : 2nd Contract Modification - Crestwood Behavioral Health)

ATTACHMENT B

CRESTWOOD BEHAVIORAL HEALTH, INC. *7/1/2025*

SNF, SNF/STP	***Room and Board Rate/Per Diem****	***County Supplemental Rate***
Crestwood Wellness and Recovery Ctr Redding IMD – 1122 NPI - 1194743088	**$367.00** (Indigent/Medi-Cal Ineligible)	$63.00 $81.00 $146.00
Private Room 1:1 supervision (per hour)		$367.00 $32.00
Crestwood Manor Stockton SNF/STP – 1104 NPI - 1730128174	Medi-Cal Published Rate (Indigent/Medi-Cal Ineligible)	$74.00 $108.00 $145.00 Negotiated
Private Room 1:1 supervision (per hour)		Medi-Cal Published Rate $32.00
Crestwood Manor Modesto SNF/STP - 1112 NPI - 1508884487	Medi-Cal Published Rate (Indigent/Medi-Cal Ineligible)	$74.00 $108.00 $145.00 Negotiated
Private Room 1:1 supervision (per hour)		Medi-Cal Published Rate $32.00
Crestwood Manor - Fremont Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate (Indigent/Medi-Cal Ineligible)	$74.00 $119.00 $172.00 Negotiated
Private Room 1:1 supervision (per hour)		Medi-Cal Published Rate $32.00
Crestwood Treatment Center Fremont SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate (Indigent/Medi-Cal Ineligible)	$173.00 Negotiated
Private Room 1:1 supervision (per hour)		Medi-Cal Published Rate $32.00

* The rates above include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511C.

12/12/2024

Attachment: Attachment A - Crestwood BH Rates FY 25-26 (10377 : 2nd Contract Modification - Crestwood Behavioral Health)

ATTACHMENT B

CRESTWOOD BEHAVIORAL HEALTH, INC. *7/1/2025*

Mental Health Rehabilitation Centers	***Room and Service/Per Diem****	
Crestwood Center	Level 1	$436.00
Sacramento MHRC - 1106	Level 2	$396.00
NPI - 1356411656	Level 3	$359.00
Crestwood Behavioral Health Ctr	Level 1	$475.00
San Jose MHRC - 1107	Level 2	$381.00
NPI - 1376623256	Level 3	$371.00
Crestwood Behavioral Health Ctr	Level 1	$378.00
Eureka MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr	Level (1:1)	$782.00
Bakersfield MHRC - 1115	Level 1	$438.00
NPI - 1275610800	Level 2	$397.00
	Level 3	$359.00
Crestwood C.E.N.T.E.R.	Level 1	$427.00
Angwin MHRC - 1116	Level 2	$341.00
NPI - 1316024953	Level 3	$288.00
Kingsburg Healing Center	Level 1	$548.00
Kingsburg MHRC - 1140	Level 2	$485.00
NPI – 1073989661	Level 3	$412.00
Crestwood Recovery and Rehab	Level 1	$440.00
Vallejo MHRC - 1141	Level 2	$374.00
NPI - 1508935834	Level 3	$330.00
Crestwood San Diego	Level 1	$544.00
San Diego MHRC - 1154	Level 2	$466.00
NPI - 1295146934	Level 3	$389.00
Crestwood Chula Vista	Level 1	$544.00
Chula Vista MHRC - 1164	Level 2	$466.00
NPI - 1023495181	Level 3	$389.00
San Francisco Healing Center	Level 1	$574.00
San Francisco MHRC - 1166		
NPI - 1447758024		
Fallbrook Healing Center	Level 1	$545.00
Fallbrook Healing - 1167	Level 2	$468.00
NPI - 1639738297	Level 3	$389.00

12/12/2024

Attachment: Attachment A - Crestwood BH Rates FY 25-26 (10377 : 2nd Contract Modification - Crestwood Behavioral Health)

ATTACHMENT B

CRESTWOOD BEHAVIORAL HEALTH, INC. *7/1/2025*

Champion Healing Center	Level 1	$597.00
Lompoc Healing Center - 1170	Level 2	$505.00
NPI - 1487282273	Level 3	$419.00

***The rates above include room and board, nursing care, program services, activity programs, OTC medications, dietary, etc.

Physician services, pharmacy and other ancillary medical services **are not included** in the per diem rate and are separately billable in accordance with Title 9.

Additional Services:

- The Private Room is billable at the facility's lowest Level Rate
- 1:1 supervision (per hour) is billable at $32.00
- Bedhold Rate is billable at client's Level Rate at the time of a bedhold

Attachment: Attachment A - Crestwood BH Rates FY 25-26 (10377 : 2nd Contract Modification - Crestwood Behavioral Health)

ATTACHMENT B

CRESTWOOD BEHAVIORAL HEALTH, INC. *7/1/2025*

Psychiatric Health Facilities	***Room and Board/Per Diem****	***Room and Board/Per Diem* for indigent client***
Crestwood Psychiatric Health Facility American River PHF - 1153 NPI - 1972827343	$1,084.00	$1,134.00
Crestwood Psychiatric Health Facility Sacramento PHF - 1156 NPI - 1669734075	$1,084.00	$1,134.00
Crestwood Psychiatric Health Facility San Jose PHF - 1157 NPI - 1598065047	$1,235.00	$1,285.00
Crestwood Psychiatric Health Facility Bakersfield PHF - 1158 NPI - 1194034645	$1,097.00	$1,147.00
Crestwood Psychiatric Health Facility Solano PHF - 1159 NPI - 1780009142	$1,156.00	$1,206.00
Crestwood Psychiatric Health Facility San Luis Obispo PHF - 1171 NPI - 1629771811	$1,041.00	$1,091.00
Crestwood Psychiatric Health Facility Sonoma PHF - 1175 NPI - 1043848831	$1,153.00	$1,203.00

* The rates above include room and board, nursing care, activity program, program services, OTC medications, dietary, etc.

Physician services, pharmacy and other ancillary medical services **are not included** in the per diem rate and are separately billable in accordance with Title 22.

Attachment: Attachment A - Crestwood BH Rates FY 25-26 (10377 : 2nd Contract Modification - Crestwood Behavioral Health)

ATTACHMENT B

CRESTWOOD BEHAVIORAL HEALTH, INC. *7/1/2025*

Adult Residential Facilities/Social Rehabilitation Centers*	***County Supplemental Rate***
Pathways Eureka Pathways, Social Rehab - 1125 NPI - 1811374564	$248.00
Our House Solano Our House ARF - 1136 NPI - 1750452199	$189.00
Bridge Program - Bakersfield Bakersfield Bridge, Social Rehab - 1137 NPI - 1265501597	$258.00
American River Residential Services American River ARF - 1139 NPI - 1104905645	$193.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	$193.00
The Pathway Pleasant Hill Pathway, Social Rehab - 1144 NPI – 1578634911	$246.00
Bridge Program Fresno Fresno Bridge, Social Rehab - 1145 NPI - 1093892663	$247.00
Crestwood Hope Center Vallejo RCFE - 1152 NPI - 1962702324	$193.00

* Room and board rate is paid by the responsible party. The room and board rate includes program services, activity programs, OTC medications, dietary, etc.

Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Attachment: Attachment A - Crestwood BH Rates FY 25-26 (10377 : 2nd Contract Modification - Crestwood Behavioral Health)

C24- 044

First Modification Crestwood Behavioral Health Contract for Various Mental Health Services and Long Term Care

This First Modification of Mental Health Facility Services Contract ("Contract") is between Colusa County (County), a political subdivision of the State of California, and Crestwood Behavioral Health, Inc., ("Contractor"), a Delaware Corporation. .

Background

On August 1, 2023, the parties executed Contract C23-152 for Contractor to provide to the County various mental health and long term care services.

The parties now want to modify the Contract to update various sections of the contract, increase compensation and extend the termination date.

Modification

The parties agree to modify the Contract effective July 1, 2024, as follows:

1. Section 2 Term, is modified by extending the term through June 30, 2025.

2. Section 3 Compensation, is modified to increase compensation in an amount not to exceed $400,000 per fiscal year, effective FY 23/24.

3. Section 9 Insurance, Subsection E Policy Endorsements, No. 2 is modified by **adding** the words **"Where county is an additional insured"** at the beginning of the sentence of No. 2, further **DELETE** in its entirety Section 9 Insurance, Subsection E Policy Endorsements, No. 6.

4. Section 13 Written Notification, is modified by deleting If to Contractor section entirely and replacing with: Crestwood Behavioral Health, 520 Capitol Mall, Suite 800, Sacramento, CA 95814-4716.

5. Section 21 Attachments, is modified by deleting Attachment "B" entirely and replacing with a NEW Attachment B Rates Sheet FY 24/25, attached hereto.

SIGNATURES ON NEXT PAGE

Attachment: C24-044 1st Mod with Crestwood Behavioral Health (10377 : 2nd Contract Modification - Crestwood Behavioral Health)

C24- 044

COUNTY OF COLUSA

for Gary J. Evans, Chair **Date:** 4/23/24

APPROVED AS TO FORM

Richard Stout, County Counsel

CRESTWOOD BEHAVIORAL HEALTH INC.

Signature **Date:**

Elena Mashkevich, Executive Director of Contracts
Printed Name and Title

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

for Patricia Rodriguez, Deputy Clerk

Attachment: C24-044 1st Mod with Crestwood Behavioral Health (10377 : 2nd Contract Modification - Crestwood Behavioral Health)

C23-152

CRESTWOOD BEHAVIORAL HEALTH CONTRACT FOR VARIOUS MENTAL HEALTH SERVICES AND LONG TERM CARE

This Mental Health Facility Services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Crestwood Behavioral Health, Inc., ("Contractor"), a Delaware Corporation.

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

2. **Term:** This Contract shall begin on July 1, 2023, and shall continue until all requested services are completed, but no later than June 30, 2024.

3. **Compensation:** Compensation to be paid to the Contractor shall be in accordance with the schedule as detailed in Attachment B, in an amount not to exceed $200,000 per fiscal year. Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

   A. Invoices shall:
   1) Be prepared on Contractor's letterhead.
   2) Bear Contractor's name as shown on the contract.
   3) Bear the contract number.
   4) Itemize the costs incurred.
   5) Include a summary of the services provided.
   6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

   A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

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

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

Attachment: C23-152 Crestwood Behavioral Health (10377 : 2nd Contract Modification - Crestwood Behavioral Health)

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

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

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

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

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

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

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

Attachment: C23-152 Crestwood Behavioral Health (10377 : 2nd Contract Modification - Crestwood Behavioral Health)

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 $2,000,000 in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three 3 years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

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

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

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

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

Attachment: C23-152 Crestwood Behavioral Health (10377 : 2nd Contract Modification - Crestwood Behavioral Health)

respect to the limits of liability of the insuring company;

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

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

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

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

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

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

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

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

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

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

Attachment: C23-152 Crestwood Behavioral Health (10377 : 2nd Contract Modification - Crestwood Behavioral Health)

C23-152

If to County:	Behavioral Health Department Attn: Director 162 E. Carson Street Colusa, CA 95932 530.158.0520
If to Contractor:	Crestwood Behavioral Health, Inc. Attn: Executive Director PO Box 980483 West Sacramento, CA 95798-4893

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

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

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

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

18. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

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

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

    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.

Attachment: C23-152 Crestwood Behavioral Health (10377 : 2nd Contract Modification - Crestwood Behavioral Health)

C23-153

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

A. Attachment - "A" Services Required
B. Attachment – "B" Rate Sheets
C. Attachment – "C" HIPAA Business Associate Addendum

COUNTY OF COLUSA

Date: 8/1/23
Kent S. Boes, Chair

CRESTWOOD BEHAVIORAL HEALTH, INC.

Date: 8/9/23
Signature

Marria Stefanou, CFO
Printed Name and Title

APPROVED AS TO FORM

for
Richard Stout, County Counsel

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

Patricia Rodriguez, Deputy Clerk

Attachment: C23-152 Crestwood Behavioral Health (10377 : 2nd Contract Modification - Crestwood Behavioral Health)

C23-152

ATTACHMENT A

SERVICES REQUIRED

1. Contractor shall admit County patients with a DSM IV diagnosis or current equivalent, subject to bed availability, the order of a physician and compliance with reasonable admission policies and procedures. Individuals in need of 24-hour skilled nursing services, patients who may have histories of, and who, without adequate treatment, are at risk of displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall also be considered acceptable for admission. Frequency, scope and severity of these behaviors are a determining factor to be negotiated on an individual patient basis between the County and Contractor. The County may grant individual exceptions to these admissions criteria. It is agreed by the County and the Contractor that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from developmental disability, mental retardation, or physical illness (without a psychiatric component), shall not be considered for admission. All admissions are subject to the prior authorization process described below.

2. Prior Authorization: County shall develop a prior authorization form which must be completed for each patient admitted by Contractor under this contract. At a minimum, this form shall contain a clear patient identification admission date, County approval of the admission, Contractor commitment to reimburse Contractor for care as set forth in Exhibit B.

3. Process: County liaison shall provide Contractor with a completed authorization form prior to each patient admission. A patient may be admitted without a completed authorization form on the basis of verbal authorization from the county liaison by mutual consent of the County and Contractor provided County supplies a completed form within three (3) days from the date of admission.

4. It is agreed by both Contractor and County that the basic service level fully complies with Title 22 of the California Code of Regulations, Section 72445, which includes life skill training, money management, training on accessing community services, transitional programs and discharge planning with County staff. It is further agreed by the Contractor that basic services will also include reasonable access to required medical treatment and up-to-date psychopharmacology and transportation to needed off-site services and bilingual/bicultural programming as appropriate.

Attachment: C23-152 Crestwood Behavioral Health (10377 : 2nd Contract Modification - Crestwood Behavioral Health)

C23-152

ATTACHMENT B
RATE SHEET

SNF/STP - IMD Designation	***Room and Board Rate/Per Diem****	***County Supplemental Rate***
Crestwood Wellness and Recovery Ctr Redding IMD – 1122 NPI - 1194743088	**$256.00**	$29.00 $54.00 $70.00 $135.00 Negotiated
SNF/STP	***Room and Board Rate/Per Diem****	***County Supplemental Rate***
Crestwood Manor Stockton SNF/STP – 1104 NPI - 1730128174	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible clients	$41.00 $43.00 $69.00 $100.00 $134.00 Negotiated
Crestwood Manor Modesto SNF/STP - 1112 NPI - 1508884487	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible clients	$47.00 $69.00 $100.00 $134.00 Negotiated
Crestwood Manor - Fremont Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible clients	$37.00 $69.00 $110.00 $159.00 Negotiated
SNF	***Room and Board Rate/Per Diem****	***County Supplemental Rate***
Crestwood Treatment Center Fremont SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible clients	$159.00 Negotiated

* The rates above include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511C.

Attachment: C23-152 Crestwood Behavioral Health (10377 : 2nd Contract Modification - Crestwood Behavioral Health)

C23-152

Mental Health Rehabilitation Centers		***Room and Board/Per Diem****
Crestwood Center	Level 1	$403.00
Sacramento MHRC - 1106	Level 2	$366.00
NPI - 1356411656	Level 3	$332.00
Crestwood Behavioral Health Ctr	Level 1	$439.00
San Jose MHRC - 1107	Level 2	$352.00
NPI - 1376623256	Level 3	$343.00
Crestwood Behavioral Health Ctr	Level 1	$346.00
Eureka MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr	Level (1:1)	$745.00
Bakersfield MHRC - 1115	Level 1	$403.00
NPI - 1275610800	Level 2	$366.00
	Level 3	$330.00
Crestwood C.E.N.T.E.R.	Level 1	$393.00
Angwin MHRC - 1116	Level 2	$313.00
NPI - 1316024953	Level 3	$261.00
Kingsburg Healing Center	Level 1	$511.00
Kingsburg MHRC - 1140	Level 2	$452.00
NPI – 1073989661	Level 3	$388.00
Crestwood Recovery and Rehab	Level 1	$405.00
Vallejo MHRC - 1141	Level 2	$344.00
NPI - 1508935834	Level 3	$304.00
	Level 4	$290.00
Crestwood San Diego	Level 1	$504.00
San Diego MHRC - 1154	Level 2	$432.00
NPI - 1295146934	Level 3	$360.00

- *The rates above include room and board, nursing care, program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

- Bedhold - same as last inhouse level/rate.

Attachment: C23-152 Crestwood Behavioral Health (10377 : 2nd Contract Modification - Crestwood Behavioral Health)

C23-152

Mental Health Rehabilitation Centers		***Room and Board/Per Diem****
Crestwood Chula Vista	Level 1	$504.00
Chula Vista MHRC - 1164	Level 2	$432.00
NPI - 1023495181	Level 3	$360.00
San Francisco Healing Center	Level 1	$537.00
San Francisco MHRC - 1166		
NPI - 1447758024		
Fallbrook Healing Center	Level 1	$504.00
Fallbrook Healing - 1167	Level 2	$432.00
NPI - 1639738297	Level 3	$360.00
Champion Healing Center	Level 1	$560.00
Lompoc Healing Center - 1170	Level 2	$474.00
NPI - 31487282273	Level 3	$393.00

- *The rates above include room and board, nursing care, program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

- Bedhold - same as last inhouse level/rate.

Attachment: C23-152 Crestwood Behavioral Health (10377 : 2nd Contract Modification - Crestwood Behavioral Health)

C23-152

Psychiatric Health Facilities	***Room and Board/Per Diem****	***Room and Board/Per Diem for indigent client***
Crestwood Psychiatric Health Facility American River PHF - 1153 NPI - 1972827343	$997.00	$1,097.00
Crestwood Psychiatric Health Facility Sacramento PHF - 1156 NPI - 1669734075	$997.00	$1,097.00
Crestwood Psychiatric Health Facility San Jose PHF - 1157 NPI - 1598065047	$1,164.00	$1,264.00
Crestwood Psychiatric Health Facility Bakersfield PHF - 1158 NPI - 1194034645	$1,044.00	$1,144.00
Crestwood Solano PHF Psych Health Facility Solano PHF - 1159 NPI - 1780009142	$1,074.00	$1,174.00
Crestwood Sonoma PHF Psych Health Facility Sonoma PHF - 1175 NPI - 1043848831	$1,092.00	$1,192.00

* The rates above include room and board, nursing care, activity program, program services, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Attachment: C23-152 Crestwood Behavioral Health (10377 : 2nd Contract Modification - Crestwood Behavioral Health)

C23-152

Adult Residential Facilities/Social Rehabilitation Facilities*	***County Supplemental Rate***
Pathways Eureka Pathways RTF - 1125 NPI - 1811374564	$229.00
Our House Solano Our House ARF - 1136 NPI - 1750452199	$173.00
Bridge Program - Bakersfield Bakersfield Bridge TRTP - 1137 NPI - 1265501597	$241.00
American River Residential Services American River ARF - 1139 NPI - 1104905645	$173.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	$162.00
The Pathway Pleasant Hill Pathway RTF - 1144 NPI - 1578634911	$226.00
Bridge Program Fresno Fresno Bridge RTF - 1145 NPI - 1093892663	$228.00
Crestwood Hope Center Vallejo RCFE - 1152 NPI - 1962702324	$173.00
Hummingbird Healing House San Diego - 1168 NPI – 1992206734	$189.00

* Room and board rate is paid by the responsible party. The room and board rate includes program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title

Attachment: C23-152 Crestwood Behavioral Health (10377 : 2nd Contract Modification - Crestwood Behavioral Health)

C23-152

Social Rehabilitation Facility	***Room and Board/Per Diem****
Freise Hope House Bakersfield - 1132 NPI # 1124479845	$483.00

- * The rate above includes room and board, program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

- Bedhold - same as last inhouse level/rate.

Attachment: C23-152 Crestwood Behavioral Health (10377 : 2nd Contract Modification - Crestwood Behavioral Health)

C23-152

ATTACHMENT C

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

Definitions

Catch-all definition:

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

Specific definitions:

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

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

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

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

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

Attachment: C23-152 Crestwood Behavioral Health (10377 : 2nd Contract Modification - Crestwood Behavioral Health)

(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);

(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);

Attachment: C23-152 Crestwood Behavioral Health (10377 : 2nd Contract Modification - Crestwood Behavioral Health)

(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.

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

Attachment: C23-152 Crestwood Behavioral Health (10377 : 2nd Contract Modification - Crestwood Behavioral Health)

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 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;

Attachment: C23-152 Crestwood Behavioral Health (10377 : 2nd Contract Modification - Crestwood Behavioral Health)

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

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

Miscellaneous

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

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

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

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

Attachment: C23-152 Crestwood Behavioral Health (10377 : 2nd Contract Modification - Crestwood Behavioral Health)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: March 25, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Kaline Moore

SUBJECT: Approve a contract with Bennet Omalu Patholgy, Inc., for forensic pathology services, effective March 1, 2025.

Approve a contract with **Bennet Omalu Patholgy, Inc.,** for forensic pathology services, effective March 1, 2025.

Detailed Description/Background of request

The Sheriff's Office is requesting to sign a new contract with their current provider for forensic pathology services. Their existing contract expires on June 30, 2025,

Dr. Bennet Omalu, a board-certified forensic pathologist, is highly recommended by surrounding counties that are currently utilizing his services. Dr. Omalu has many years of experience in this field and the Sheriff's Office is satisfied with the services that Dr. Omalu has provided thus far.

Dr. Omalu's fees compared to other companies offering the same services are comparative or below the industry standard.

Prior Board Action

Approved Contract C18-057

Fiscal Impact/Funding Source

Budgeted in the Coroner's budget. Costs are difficult to estimate, as it depends on usage of the contract. However, for informational purposes, over the past years the Coroner's Office has spent:
FY22/23 - $94,396
FY23/24 - $93,926
FY24/25 YTD - $52,473

Action for the Clerk

Please assign a contract number, obtain signatures and send to:

Bennet Omalu Patholgy, Inc.
3031 West March Lane, #323
Stockton, CA 95219

ATTACHMENTS:

- Forensic Patholgy Services Contract (DOCX)
- Attachment A - Counties Responsibilities (DOCX)
- Attachment B - Three-Year Cost Plan and Fee Schedule 2025 - 2028 (PDF)
- Attachment C - Contractor's Responsibilities (DOCX)
- C18-057 Contract For Forensic Pathology Services (PDF)

FORENSIC PATHOLOGY SERVICES CONTRACT

This Forensic Pathology Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Bennet Omalu Pathology, Inc.,("Contractor"), a California corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with forensic pathology services, as more specifically detailed in Attachment "C". The County responsibilities are detailed in Attachment "A"

2. **Term:** This Contract shall begin on March 1, 2025, and shall continue until all requested services are completed, but no later than July 1, 2028.

3. **Compensation:** County will pay Contractor compensation as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** Upon completion of the services provided for in paragraph 1, Contractor shall provide County with invoices as set forth in Attachment "B". Upon receipt of the invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

   A. Invoices shall:
   - **1)** Bear the contract number
   - **2)** Itemize the costs incurred.
   - **3)** Include a summary of the services provided.

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

   A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

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

   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,

Attachment: Forensic Pathology Services Contract (10379 : Approve Contract for Forensic Pathology Services)

following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

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

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

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

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

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

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

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

Attachment: Forensic Pathology Services Contract (10379 : Approve Contract for Forensic Pathology Services)

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 $2,000,000 in aggregate. The insurance coverage provided by Contractor shall contain language providing coverage for up to three 3 years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

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

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

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

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

Attachment: Forensic Pathology Services Contract (10379 : Approve Contract for Forensic Pathology Services)

appointed officers, officials, employees agents, or volunteers;

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

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

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

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

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

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

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

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

If to County:
County of Colusa Sheriff's Office
929 Bridge Street
Colusa, CA 95932
(530) 458-0200

Attachment: Forensic Pathology Services Contract (10379 : Approve Contract for Forensic Pathology Services)

If to Contractor: Bennet Omalu Patholgy, Inc.
3031 West March Lane, #323
Stockton, CA 95219
(916) 513-5253

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

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

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

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

18. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

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

    A. Immediately for cause if either party fails to perform its responsibilities under this Contract in a timely and professional manner or 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" County Responsibilities
    B. Attachment "B" Three Year Cost Plan and Fee Schedule
    C. Attachment "C" Contractor's Responsibilities

Attachment: Forensic Pathology Services Contract (10379 : Approve Contract for Forensic Pathology Services)

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Chair

BENNET OMALU PATHOLGY INC.

_____Date:_____
Signature

_____
Printed Name and Title

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

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

By _____
Patricia Rodriguez, Deputy

Attachment: Forensic Pathology Services Contract (10379 : Approve Contract for Forensic Pathology Services)

Attachment A

COUNTY RESPONSIBILITIES

Colusa County shall have the following responsibilities under this Agreement:

1. Facility/Equipment: COUNTY shall provide equipment and maintain an appropriate morgue facility in which autopsies and other postmortem examinations are to be performed. Per the Contract, this location is to be the McNary-Moore Funeral Service, located at 107 5th Street, Colusa, CA 95932.

2. Space, Equipment and Storage. COUNTY shall provide equipment, supplies and facility in which autopsies or any other postmortem examinations are to be perfomed and provide for the storage of specimens and tissue samples that CONTRACTOR considers necessary to retain as evidence for further testing, as set forth in this attachment. As stated above, such location will be the McNary-Moore Funeral Service, located at 107 5th Street, Colusa, CA 95932.

3. Operational Supplies: COUNTY shall provide supplies and equipment necessary for conducting required examinations, such as Personal Protective Equipment (PPE), supplies and tools. This includes, but is not limited to, the following:

   A. Protective supplies - face protection (goggles/face shields/face masks), hair coverings, gloves, gowns, aprons, boot/shoe covers;

   B. Containers and supplies for the collection and preservation of tissue and other biological samples - blood vials/tubes with varying preservatives, tissue and body fluid jars, fonnalin, syringes, needles, biohazard bags;

   C. Items used in performance of autopsies – knives, scalpels, scissors, forceps, probes, measuring devices, saws, chisels;

   D. Cleaning supplies - soaps, detergents, disinfectants, towels/rags.

4. Specimen/Tissue Storage: COUNTY shall provide for storage of specimens and tissue samples the Contractor deems necessary to retain as evidence or for further testing.

5. Transportation of Bodies/Remains: COUNTY shall arrange and pay for the transportation of bodies to the location in which the procedure is to be performed. COUNTY assumes responsibility for all associated charges.

Attachment: Attachment A - Counties Responsibilities (10379 : Approve Contract for Forensic Pathology Services)

Attachment: Attachment B - Three-Year Cost Plan and Fee Schedule 2025 - 2028 (10379 : Approve Contract for Forensic Pathology Services)

Bennet Omalu
PATHOLOGY

THREE-YEAR COST PLAN AND FEE SCHEDULE

2025 - 2028

COUNTY OF COLUSA, CALIFORNIA

bennetomalu@bennetomalu.com

1621 Executive Court
Sacramento, CA 95864

Office Phone Number: 279-345-1300
Cell Phone Number: 209-712-9092

COST PLAN AND FEE SCHEDULE NARRATIVE

The last time our service costs were increased was in 2019. Since then, the cost of doing business, including inflation, labor, materials, and utilities costs, have increased by about 20 – 25%. Unfortunately, at this time, in order to remain in business, we have to increase our service costs, however we are increasing them by a reasonable rate of about 0 - 20% only. The expected start date for this fee schedule is March 1, 2025.

A. Free Services and Waived Fees:

Bennet Omalu Pathology will not charge for the following services as a good will offer and gesture by Bennet Omalu Pathology to reaffirm that we are partners in service. We shall charge for only direct autopsy related services with no billing for administrative services.

1.	Transportation to and from County of Colusa:	No Charges
2.	Training and continuing medical education:	No Charges [Maximum of 2 sessions per year][1]
3.	County administrative and committee meetings	No Charges [Maximum of 2 meetings per year][2]
4.	Transcription services:	No Charges
5.	Doctor trip fee:	No Charges

B. Direct Autopsy Services:

Bennet Omalu Pathology will charge the same autopsy fees for all categories and types of full autopsies. However, there shall be a "Complex Case Fee" surcharge for homicides, infant and pediatric autopsies, motor vehicle, train and aircraft crashes and suspicious cases that are treated like homicides. While we do not differentiate types of autopsies based on the type of case or age of the deceased, certain autopsies require complex handling, processing, documenting and analyses and can take 5 – 10 times longer to perform and complete. This will still save the county significant amounts of money if these bodies were to be shipped to other agencies, counties and facilities for autopsies.

1.	Full Autopsy	$2,000.00 per case
2.	Partial or Targeted Autopsy	$1,700.00 per case
3.	External Autopsy	$1,200.00 per case
4.	Medical Records Review	$ 650.00 per case
5.	Tissue Grossing and Processing	$ 165.00 per case
6.	Microscopic Examination and Analysis	$ 350.00 per case
7.	Autopsy Technician Fee	$ 390.00 per case
8.	Specimen handling, processing, storage and transportation	$ 65.00 per case
9.	Complex Case Fee	$ 497.00 per case
10.	Autopsy Tissue Immunohistochemistry [All Types]	$ 149.00 per slide
11.	Specialized Autopsy Tissue Histochemistry [All Types]	$ 149.00 per slide
12.	Review of prior or archival cases and autopsies	$ 600.00 per hour
13.	Scene visits and scene investigations	$ 600.00 per hour

[1] If greater than 2 sessions in one year, Bennet Omalu Pathology shall bill $600.00 per hour
[2] If greater than 2 meetings in one year, Bennet Omalu Pathology shall bill $600.00 per hour

Bennet Omalu PATHOLOGY

Attachment: Attachment B - Three-Year Cost Plan and Fee Schedule 2025 - 2028 (10379 : Approve Contract for Forensic Pathology Services)

C. Forensic Neuropathology Services

The College of American Pathologists, National Association of Medical Examiners and American Association of Neuropathologists currently require the whole brain to be fixed in formalin for at least two weeks and comprehensively examined with specified protocols. Brain tissue is processed differently from other tissues in the human body, and only specialized tissue laboratories perform such analysis. In addition to specialized histochemical stains, we also perform specialized immunohistochemical stains that will provide answers to medico-legal questions in homicide cases, child abuse cases and elder abuse cases. The standards of practice as set by these governing agencies and associations state that the brain shall be examined in cases involving Seizure Disorder, Sudden Death in Epilepsy, Excited Delirium, Child Abuse, Elder Abuse, Physical Homicidal Assaults, Sudden Death in an Infant or Child, Intra-Operative Deaths etc. This rate is a highly discounted rate. Bennet Omalu Pathology charges a fee of $7,500 to $15,000 for forensic neuropathology examination of cases sent to us from universities, coroners and medical examiners from across the United States. We are reducing this rate by 60-80% for Colusa County because of the contractual relationship we share.

1.	Whole brain examination with or without spinal cord, pituitary gland and dura mater	$2,550.00 per case
2.	Brain tissue histology	$ 410.00 per case
3.	Brain immunohistochemistry [All types]	$ 149.00 per slide
4.	Specialized brain histochemistry [All types]	$ 149.00 per slide

D. Specialized Tissue and Body Fluid Testing and Laboratory Analysis

Each test including tissue histological and immunohistochemical analyses, mutational analysis, biochemical analysis, microbiological analysis and toxicologic analysis shall be billed directly for only the laboratory fee charged by the laboratories without any additional fee or cost from Bennet Omalu Pathology

1. The County shall be billed only the total laboratory fee with attached invoice from the laboratory or receipt of payment to the laboratory, without any additional fee from Bennet Omalu Pathology.
2. The per unit cost of these tests are not available and cannot be determined. There are many laboratories across the United States that we use for our services, and there are tens of thousands of unique tests and algorithms than can be performed. It is not reasonably feasible to list all these possible tests performed by different laboratories across the United States. Most of the tests cost from several tens of dollars to several hundreds of dollars. Most laboratory tests cost less than $3,600.

E. Specialized Tissue Reagents and Chemicals

These are all types of specialized tissue reagents and chemicals that are not used routinely for example Osmium Tetroxide and Potassium Dichromate. These types of chemicals are rarely used and may never be used or used once or twice in 5-10 years.

1. The County shall be billed the total purchase price with attached invoice or receipt of purchase.

Attachment: Attachment B - Three-Year Cost Plan and Fee Schedule 2025 - 2028 (10379 : Approve Contract for Forensic Pathology Services)

F. Autopsy Supplies

These are all types of supplies for performing autopsies, handling and processing tissue and body fluid samples for example specimen tubes and DNA cards.

1. Bennet Omalu Pathology will bill the county the total purchase price with attached invoice or receipt of purchase whenever the county instructs us to purchase autopsy supplies.

G. Expert Witness, Consultations and Testimonies

1.	Testimony [preliminary hearing, grand jury and trial]	$600.00 per hour
2.	Pre-trial office or telephone conferences and consultations	$600.00 per hour
3.	Trial preparation and research	$600.00 per hour
4.	Composition of all types of reports	$600.00 per hour
5.	Waiting time in court	$280.00 per hour

H. SUBMISSION OF INVOICES

Invoices will be submitted by Bennet Omalu Pathology to the designated personnel at the Sheriff-Coroner's Office or District Attorney's Office, by e-mail, on bi-weekly basis, by the 15th of every month, and by the 30th of every month [by the 28th for the month of February] for autopsies that have been performed and other services that have been provided. Payments are expected within 30 days of receipt of all invoices.

Attachment: Attachment B - Three-Year Cost Plan and Fee Schedule 2025 - 2028 (10379 : Approve Contract for Forensic Pathology Services)

Attachment C

CONTRACTOR'S RESPONSIBILITIES

1. CONTRACTOR shall perform autopsies when determined necessary by an authorized representative of the COUNTY in accord with governing laws. The extent of such examination shall be determined by CONTRACTOR and may include microscopic slide preparation and examination, weighing of organs and other examination/documentation techniques, as appropriate.

   A. In the event individuals participating in the investigation or prosecution of a case are authorized by the COUNTY to view an autopsy, CONTRACTOR will observe the standards of the profession to explain the procedures and respond to questions during the autopsy.

2. Order toxicological, bacteriological, serological, or other laboratory studies deemed necessary for appropriate conclusion of cases by laboratory(ies), authorized for such services by the COUNTY.

3. CONTRACTOR shall perform forensic neuropathology, toxicology, histology and other laboratory tests deemed appropriate.

4. Provide a complete type written report within 60 to 90 working days after each autopsy examination, or as soon as therefore possible, in so long as requested ancillary testing and additional specialty consultation has been completed. 90% of reports shall be finalized within 90 calendar days in keeping with industry standards and guidelines. These reports are to contain the following information, at a minimum:

   A. Name of individual and identifying information (such as age, sex, and other vital statistics), and applicable Coroner case number.

   B. Date and time of autopsy.

   C. When an autopsy has been performed, CONTRACTOR is to provide description of internal examination of individual, noting condition of specific organs and internal body systems. As applicable, the report will include: significant positive findings, and relevant negative findings; list of gross diagnosis; description of any microscopic examination, summary of laboratory tests (with copies of test reports attached); diagrams of injuries; and any other information considered pertinent by the CONTRACTOR.

   D. Summary of relevant historical information, results/findings from examinations performed, and determination of probable cause of death.

   E. Signature of forensic pathologist licensed to practice medicine in the State of California.

Attachment: Attachment C - Contractor's Responsibilities (10379 : Approve Contract for Forensic Pathology Services)

5. Warrant that all pathologists provided by CONTRACTOR shall be fully qualified and trained to perform pathology services required by COUNTY under this Agreement.

6. Provide and pay for own transportation to and from the location at which autopsies are performed, which shall be the McNary-Moore Funeral Service, located at 107 5th Street, Colusa, CA 95932.

7. Provide pathologist to perform autopsies as requested by an authorized representative of the COUNTY for critical situations.

8. Testify as an expert witness when subpoenaed to do so at any legal proceeding arising in connection with cases in which CONTRACTOR has conducted an examination. The COUNTY or other entity or individual requesting appearance of CONTRACTOR shall pay based on Current rates at time of request for such services and shall be billed separately.

9. As required by the COUNTY, maintain chain of custody by obtaining and protecting evidence on or about decedents in such a way that it will be legally acceptable and permissible in a court of law.

Attachment: Attachment C - Contractor's Responsibilities (10379 : Approve Contract for Forensic Pathology Services)

C18-057

Contract for Forensic Pathology Services

This Forensic Pathology Services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Bennet Omalu Pathology, Inc., ("Contractor"), a California corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with forensic pathology services, as more specifically detailed in Attachment "C." The County responsibilities are detailed in Attachment "A".

2. **Term:** This Contract shall begin on July 1, 2018, and shall continue until July 1, 2020 unless both the County and Contractor agree to a one year extension within 30 days prior to the above mentioned termination date.

3. **Compensation:** County will pay Contractor compensation as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** Upon completion of the services provided for in paragraph 1, Contractor shall provide County with invoices as set forth in Attachment "B". Upon receipt of the invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

   A. Invoices shall:

   1) Bear the contract number.
   2) Itemize the costs incurred.
   3) Include a summary of the services provided.

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

   A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

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

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

Attachment: C18-057 Contract For Forensic Pathology Services (10379 : Approve Contract for Forensic Pathology Services)

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 4 years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

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

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

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

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

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

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

Attachment: C18-057 Contract For Forensic Pathology Services (10379 : Approve Contract for Forensic Pathology Services)

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

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

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

D. **Professional Liability Insurance (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than $1,000,000 in aggregate.

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 general liability and not professional liability, arising out of any and all work performed by or on behalf of the Contractor under this Contract;

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

3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with

Attachment: C18-057 Contract For Forensic Pathology Services (10379 : Approve Contract for Forensic Pathology Services)

respect to the limits of liability of the insuring company;

4) 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;

5) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations with the exception of professional liability, under this contract; and

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

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

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

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

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

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

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

Attachment: C18-057 Contract For Forensic Pathology Services (10379 : Approve Contract for Forensic Pathology Services)

If to County:	County of Colusa Sheriff's Office 929 Bridge Street Colusa, CA 95932 (530) 458-0200
If to Contractor:	Bennet Omalu Pathology, Inc. 3031 West March Lane, #323 Stockton, CA 95219 (916) 513-5253

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

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

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

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

18. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

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

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

    B. By Either Party without cause upon 15 days written notice of termination.

20. **Partial Invalidity**. If any provision of this Contract is held to be invalid, void, or

Attachment: C18-057 Contract For Forensic Pathology Services (10379 : Approve Contract for Forensic Pathology Services)

C18-057

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" County Responsibilities
    B. Attachment "B" Pricing
    C. Attachment "C" Contractor's Responsibilities

COUNTY OF COLUSA

Date: 5/1/18

Gary J. Evans, Board Chair

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

BENNET OMALU PATHOLGY, INC.

Date: 05-14-18

Signature

BENNET OMALU, PRESIDE

Printed Name and Title

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

By

Melissa Kitts, Deputy

Attachment: C18-057 Contract For Forensic Pathology Services (10379 : Approve Contract for Forensic Pathology Services)

C18-057

Attachment A
COUNTY RESPONSIBILITIES

Colusa County shall have the following responsibilities under this Agreement:

1. Facility/Equipment: COUNTY shall provide equipment and maintain an appropriate morgue facility in which autopsies and other postmortem examinations are to be performed. Per the Contract, this location is to be the McNary-Moore Funeral Service, located at 107 5th Street, Colusa, CA 95932.

2. Space, Equipment and Storage. COUNTY shall provide equipment, supplies and facility in which autopsies or any other postmortem examinations are to be performed and provide for the storage of specimens and tissue samples that CONTRACTOR considers necessary to retain as evidence for further testing, as set forth in this attachment. As stated above, such location will be the McNary-Moore Funeral Service, located at 107 5th Street, Colusa, CA 95932.

3. Operational Supplies: COUNTY shall provide supplies and equipment necessary for conducting required examinations, such as Personal Protective Equipment (PPE), supplies and tools. This includes, but is not limited to, the following:

   A. Protective supplies - face protection (goggles/face shields/face masks), hair coverings, gloves, gowns, aprons, boot/shoe covers;

   B. Containers and supplies for the collection and preservation of tissue and other biological samples - blood vials/tubes with varying preservatives, tissue and body fluid jars, formalin, syringes, needles, biohazard bags;

   C. Items used in performance of autopsies – knives, scalpels, scissors, forceps, probes, measuring devices, saws, chisels;

   D. Cleaning supplies – soaps, detergents, disinfectants, towels/rags

4. Specimen/Tissue Storage: COUNTY shall provide for storage of specimens and tissue samples the Contractor deems necessary to retain as evidence or for further testing.

5. Transportation of Bodies/Remains. COUNTY shall arrange and pay for the transportation of bodies to the location in which the procedure is to be performed. COUNTY assumes responsibility for all associated charges.

Attachment: C18-057 Contract For Forensic Pathology Services (10379 : Approve Contract for Forensic Pathology Services)

C18-057

ATTACHMENT B

Bennet Omalu Pathology

PRICING

Fees Associated with Autopsy and Pathology Services [Sheriff-Coroner's Office]

1. **External Autopsy** — $ 800.00
2. **Partial or Targeted Autopsy** — $1100.00
   Partial or targeted autopsies are autopsies whereby the cavities of the body are opened to examine specific organs to document a specific autopsy evidence in question. For example, a 75-year-old man with a very well-documented medical history of advanced Coronary Atherosclerotic Disease, but is found dead at home on the floor at the bottom of the stairs, with abrasions and contusions of the forehead. An external examination is performed, but in addition, the scalp and cranial cavity are opened to examine the brain and rule out any subdural hemorrhage or other traumatic brain injury that may have caused or contributed to his sudden death. Histologic sections may or may not be taken depending on the prevailing autopsy scenario.
3. **Full Autopsy** — $1500.00
   We are charging a flat fee for all full autopsies regardless of the type of autopsy. We will not distinguish a homicide autopsy or an autopsy on a child or infant from other types of autopsies. This will be a cost saving measure for the county.
4. **Microscopic Examination** — $ 200.00 plus cost of slide preparation
5. **Medical Records Review** — $ 325.00
6. **Forensic Neuropathology Examination** — $2000.00 plus cost of slide preparation
   The College of American Pathologists, National Association of Medical Examiners and American Association of Neuropathologists currently require the whole brain to be fixed in formalin for at least two weeks and comprehensively examined with specified protocols. Brain tissue is processed differently from other tissues in the human body, and only specialized tissue laboratories perform such analysis. In addition to specialized histochemical stains, we also perform specialized immunohistochemical stains that will provide answers to medico-legal questions in homicide cases, child abuse cases and elder abuse cases. The standards of practice as set by these governing agencies and associations state that the brain shall be examined in cases involving Seizure Disorder, Sudden Death in Epilepsy, Excited Delirium, Child Abuse, Elder Abuse, Physical Homicidal Assaults, Sudden Death in an Infant or Child, Intra-Operative Deaths etc. This rate is a highly discounted rate. Bennet Omalu Pathology charges a fee of $5000 to $6000 for forensic neuropathology examination of cases sent to us from coroners and medical examiners from across the United States. We are reducing this rate by about 60% for County of Colusa because of this contractual relationship.
7. **Review of prior or archival cases** — $250.00 per hour [maximum of $2500.00 per case]
8. **Attendings at meetings** — $100.00 per hour [maximum of $500.00 per day]
9. **Death scene visit and investigation** — $500.00 per scene visit
10. **Specimen handling fee** — $25.00 per case
11. **Body fluid and tissue analysis [Toxicology, Histology, Microbiology, Biochemical]**
    The laboratories performing these body fluid and tissue analyses will bill Bennet Omalu Pathology; Bennet Omalu Pathology will pay these bills and in turn bill Colusa County exactly the same amounts billed for these analyses without any other added cost. Bennet Omalu Pathology serves several counties and has a sufficient volume of cases across these counties to negotiate lower rates with these laboratories than one county would.
12. **Training and continuing medical education** — No charges
    This is a goodwill offer and gesture by Bennet Omalu Pathology to reaffirm that we are partners in service.
13. **Autopsy technician and autopsy assistance** — $150.00 per autopsy
    According to the standards and guidelines set by the College of American Pathologists and National Association of Medical Assistants, a forensic pathologist shall be assisted by an autopsy technician during every autopsy. The autopsy technician also cleans up the body and the autopsy room after every autopsy and handles and processes all samples collected from the body including storage, retrieval and disposal. Bennet Omalu shall provide an autopsy technician for every autopsy, which would save the county money because the technician will only be paid per autopsy without other benefits or remunerations. The same autopsy technicians assist our forensic pathologists in other counties that we serve.

Attachment: C18-057 Contract For Forensic Pathology Services (10379 : Approve Contract for Forensic Pathology Services)

Fees Associated with Court Testimony [District Attorney's Office]

1.	Testimony [preliminary hearing and trial]	$500 per hour [½ hour minimum; billed in ½ increments]
2.	Pre-trial office or telephone conference	$250.00 per hour [½ hour minimum; billed in ½ increments]
3.	Trial preparation and research	$250.00 per hour [½ hour minimum; billed in ½ increments]
4.	Waiting time	$250.00 per hour [billed in ½ increments]
5.	Travel time	$90 per ½ hour [billed in ½ increments]

SUBMISSION OF INVOICES

Invoices will be submitted by Bennet Omalu Pathology to the designated personnel at the Sheriff-Coroner's Office or District Attorney's Office, by priority mail or by e-mail, on bi-weekly basis, by the 15th of every month, and by the 30th of every month [by the 28th for the month of February] for autopsies that have been performed and other services that have been provided.

Attachment: C18-057 Contract For Forensic Pathology Services (10379 : Approve Contract for Forensic Pathology Services)

C18-057

ATTACHMENT C

CONTRACTOR'S RESPONSIBILITIES

1. CONTRACTOR shall perform autopsies when determined necessary by an authorized representative of the COUNTY in accord with governing laws. The extent of such examination shall be determined by CONTRACTOR and may include microscopic slide preparation and examination, weighing of organs and other examination/documentation techniques, as appropriate.

   A. In the event individuals participating in the investigation or prosecution of a case are authorized by the COUNTY to view an autopsy, CONTRACTOR will observe the standards of the profession to explain the procedures and respond to questions during the autopsy.

2. Order toxicological, bacteriological, serological, or other laboratory studies deemed necessary for appropriate conclusion of cases by laboratory(ies), authorized for such services by the COUNTY.

3. CONTRACTOR shall perform forensic neuropathology, toxicology, histology and other laboratory tests deemed appropriate.

4. Provide a complete type written report within 30 working days after each autopsy examination, or as soon as therefore possible, in so long as requested ancillary testing and additional specialty consultation has been completed. 90% of reports shall be finalized within 90 calendar days in keeping with industry standards and guidelines. These reports are to contain the following information, at a minimum:

   A. Name of individual and identifying information (such as age, sex, and other vital statistics), and applicable Coroner case number.

   B. Date and time of autopsy.

   C. When an autopsy has been performed, CONTRACTOR is to provide description of internal examination of individual, noting condition of specific organs and internal body systems. As applicable, the report will include: significant positive findings, and relevant negative findings; list of gross diagnosis; description of any microscopic examination, summary of laboratory tests (with copies of test reports attached); diagrams of injuries; and any other information considered pertinent by the CONTRACTOR.

   D. Summary of relevant historical information, results/findings from examinations performed, and determination of probable cause of death.

   E. Signature of forensic pathologist licensed to practice medicine in the State of

Attachment: C18-057 Contract For Forensic Pathology Services (10379 : Approve Contract for Forensic Pathology Services)

California.

F. If CONTRACTOR is unable to provide a final report within the 30 working day time frame due to a delay in the receipt of required laboratory tests, CONTRACTOR shall submit a preliminary report within a 10 day period, followed by a final report within 30 working days after receipt of the lab results.

5. Warrant that all pathologists provided by CONTRACTOR shall be fully qualified and trained to perform pathology services required by COUNTY under this Agreement.

6. Provide and pay for own transportation to and from the location at which autopsies are performed, which shall be the McNary-Moore Funeral Service, located at 107 5th Street, Colusa, CA 95932.

7. Provide pathologist to perform autopsies as requested by an authorized representative of the COUNTY for critical situations.

8. Testify as an expert witness when subpoenaed to do so at any legal proceeding arising in connection with cases in which CONTRACTOR has conducted an examination. The COUNTY or other entity or individual requesting appearance of CONTRACTOR shall pay based on current rates at time of request for such services and shall be billed separately.

9. As required by the COUNTY, maintain chain of custody by obtaining and protecting evidence on or about decedents in such a way that it will be legally acceptable and permissible in a court of law.

Attachment: C18-057 Contract For Forensic Pathology Services (10379 : Approve Contract for Forensic Pathology Services)

Pathology Inc.

Sheriff's Dept

Attachment: C18-057 Contract For Forensic Pathology Services (10379 : Approve Contract for Forensic Pathology Services)

COUNTY OF COLUSA, CA

3.10

Request For County Board of Supervisors Action

MEETING DATE: March 25, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Kaline Moore

SUBJECT: Ratify Purchase Order number 52102132025 in the amount of $52,431.75 for a Polaris Xpedition ADV 5 Off-road vehicle from Work & Play Powersports for the Sheriff's Office.

Ratify Purchase Order number 52102132025 in the amount of $52,431.75 for a Polaris Xpedition ADV 5 Off-road vehicle from Work & Play Powersports for the Sheriff's Office.

Detailed Description/Background of request

The Sheriff's Office received an OHV Grant (G24-03-05-L01; BOS approved 11/12/24) that will cover a portion of the purchase of a 2025 Polaris Xpedition ADV 5 Northstar edition (Matte Super Graphite color) with added (not installed) Prospector Pro 2.0 tracks, Prospector Pro 2.0 track mounts plus high rise intakes and side mirrors. The balance will be paid using Fund 114 - OHV License Fees.

Purchasing issued a Request For Bids for this item and received 6 bids, however, only one bid was responsive in meeting the delivery terms. Because of the delivery time-frame and availability of the OHV the Purchase Order was signed by the Purchasing Agent to get the vehicle delivered. We are now seeking ratification of the Purchase Order.

Prior Board Action

None

Fiscal Impact/Funding Source

OHV Grant - $29,059; Fund 114 - $23,372.75

Action for the Clerk

None

ATTACHMENTS:

- Polaris PO - 52102132025 (PDF)

Colusa County Purchasing & Procurement
547 Market Street, Suite 110
Colusa, California 95932
Phone: 530-458-0437
Fax: 530-458-0435

Purchase Order No.
52102132025

PURCHASE ORDER

VENDOR	
NAME	Work & Play Powersports
ADDRESS	1200 Garden Highway
	Yuba City, CA 95991
PHONE	(530) 673-5676

REQUISITIONER ADDRESS	
NAME	Colusa County Purchasing & Procurement
ADDRESS	547 Market St Ste 110, Colusa, CA 95932
PHONE	530.458.0437

DELIVERY ADDRESS	
NAME	**Colusa County Sheriff's Office**
Contact	**Sgt. Mathew Purcell**
Address	**929 Bridge Street Colusa, CA 95932**
PHONE	**530.458.0142** FAX **530.458.4697**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
2/12/2025	Stacy Woods		Best way	30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	ea	G25GZW99BP	2025 Polaris Xpedition ADV 5 Northstar	$40,249.00	$40,249.00
1	set		Prospector Pro 2.0 Tracks (not Installed)	$5,246.99	$5,246.99
1	set		Prospector Pro 2.0 Track Mounts with high rise intakes	$899.99	$899.99
1	set		Side Mirrors (Installed)	$199.990	$199.99

BASED ON ATTACHED BID SHEET

SUBTOTAL	$46,595.97
LABOR/DELIVERY	$1,795.00
CA Sales Tax .0775%	$4,040.78
CA TIRE FEE	$0.00
TOTAL	$52,431.75

1. Please send two copies of your invoice
2. Enter this order in accordance with the prices, terms, delivery
3. Please notify us immediately if you are unable to ship as specified
4. Send all correspondence and billing to:

Stacy Woods
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Wendy Stipe 2/26/25
Authorized by Date

Attachment: Polaris PO - 52102132025 (10380 : Ratify Purchase of Off-Road vehicle)

BID WORKSHEET

NAME WORK & PLAY POWERSPORTS

ADDRESS 1200 GARDEN HWY YUBA CITY, CA 95991 530.673.5676

CITY _____ STATE _____ ZIP CODE _____ ; PHONE _____

ITEM	PRODUCT	MODEL #	QTY	PRICE
	2025 Polaris Xpedition ADV 5 Northstar – Color: Matte Super Graphite	G25GZW99BP	1	$ 40,249
	Other (Please Describe) Prospector Pro 2.0 Tracks (not installed)		2	$ 5,246.99
	Prospector Pro 2.0 track mounts with high rise intakes		2	$ 899.99
	Side Mirror (Installed)		2	$ 199.99
			CA SALES TAX 7.75% ON APPLICABLE ITEMS	$ 4,040.78
			SUBTOTAL	$ 50,635.76
			LABOR/DELIVERY	$ 1,795
			GRAND TOTAL	$ 52,431.75

STATE IF COMPANY MEETS THE REQUIREMENTS AS A "LOCAL BUSINESS" AS STATED ON PAGES 5: _____ YES ___X___ NO

VENDOR

Signature

Saxon Winther

Name (Printed or Typed)

The type of business entity (i.e., corporation, partnership, sole proprietor, etc.) and any applicable registered contractor's license name and number shall be included on the Bid Worksheet. The Bid Worksheet must be signed by the owner or officer of the vendor authorized to enter into a legally binding contract.

This bid is made this 31 day of January, 2025.

Attachment: Polaris PO - 52102132025 (10380 : Ratify Purchase of Off-Road vehicle)

COUNTY OF COLUSA, CA

3.11

Request For County Board of Supervisors Action

MEETING DATE: March 25, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Kaline Moore

SUBJECT: Ratify Purchase Order number 47502132025 in the amount of $20,266.16 for a 2024 John Deere Gator Off-road vehicle from Deere & Company for Migrant Farm Housing.

Ratify Purchase Order number 47502132025 in the amount of $20,266.16 for a 2024 John Deere Gator Off-road vehicle from Deere & Company for Migrant Farm Housing.

Detailed Description/Background of request

OMS approved the purchase of a new Off highway vehicle for the Migrant Farm Housing facility using Rehab contract funds.

Purchasing issued a Request For Bids for the John Deere Gator, or equivalent, and received 2 bids with Deere & Company the lowest, responsive bid.
Because of the time-frame to expend the funds allocated by OMS the Purchase Order was signed by the Purchasing Agent in order to have the vehicle delivered and invoiced prior to March 15, 2025. We are now seeking ratification of the Purchase Order.

Prior Board Action

None

Fiscal Impact/Funding Source

Rehab Contract 016-53001-477-0

Action for the Clerk

None

ATTACHMENTS:

- Gator PO - 47502132025 (PDF)

Colusa County Purchasing & Procurement
547 Market Street, Suite 110
Colusa, California 95932
Phone: 530-458-0437
Fax: 530-458-0435

Purchase Order No.
47502132025

PURCHASE ORDER

VENDOR	
NAME	Deere & Company
ADDRESS	2000 John Deere Run
	Cary, NC 27513
PHONE	(530) 673-8283 - Miguel Rodriguez

REQUISITIONER ADDRESS	
NAME	Colusa County Purchasing & Procurement
ADDRESS	547 Market St Ste 110, Colusa, CA 95932
PHONE	530.458.0437

DELIVERY ADDRESS	
NAME	**Colusa County Migrant Farm Housing**
Contact	**Anastacia Allen**
Address	**400 Theater Road Williams, CA 95987**
PHONE	**530.458.0713** FAX

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
2/13/2025	Stacy Woods		Best Way	30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	Ea	XUV835M	2024 JOHN DEERE GATOR XUV835M **Contract: CA Ag Tractors 4-07-23-0007C** **(PG 5G CG 22)**	$18,802.00	$18,802.00

BASED ON ATTACHED QUOTE ID: 32205012

SUBTOTAL	$18,802.00
Delivery Fee	$0.00
CA Sales Tax .0775%	$1,457.16
CA TIRE FEE	$7.00
TOTAL	$20,266.16

1. Please send two copies of your invoice
2. Enter this order in accordance with the prices, terms, delivery
3. Please notify us immediately if you are unable to ship as specified
4. Send all correspondence and billing to:

Stacy Woods
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Authorized by — Date 2/26/25

Attachment: Gator PO - 47502132025 (10381 : Ratify Purchase of OHV for Migrant Farm Housing)

BID WORKSHEET

NAME PAPE MACHINERY

ADDRESS 1549 COLUSA HWY

CITY ~~YUBA~~ YUBA CITY STATE CA ZIP CODE 95993 PHONE 530-635-9123

ITEM	PRODUCT	MODEL #	QTY	PRICE
	2024 or 2025 John Deere Gator XUV835M or Equivalent	835M	1	$ 18,802.00
	Other (Please list)			
			CA SALES TAX 7.75% ON APPLICABLE ITEMS	$ 1,457.16
		+ CA TIRE FEE - $7.00 SUBTOTAL		$ 20,266.16
			LABOR/DELIVERY	$
			GRAND TOTAL	$ 20,266.16

STATE IF COMPANY MEETS THE REQUIREMENTS AS A "LOCAL BUSINESS" AS STATED ON PAGES 5: X YES _____ NO

VENDOR

Signature

MIGUEL RODRIGUEZ
Name (Printed or Typed)

The type of business entity (i.e., corporation, partnership, sole proprietor, etc.) and any applicable registered contractor's license name and number shall be included on the Bid Worksheet. The Bid Worksheet must be signed by the owner or officer of the vendor authorized to enter into a legally binding contract.

This bid is made this 24 day of JANUARY, 2025.

Attachment: Gator PO - 47502132025 (10381 : Ratify Purchase of OHV for Migrant Farm Housing)

JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company
2000 John Deere Run
Cary, NC 27513

For any questions, please contact:

Rodriguez Miguel

Pape Machinery, Inc.
1549 Colusa Highway
Yuba City, CA 95993

Tel: 530-673-8283
Fax: 530-673-0388
Email: mrodriguez@papemachinery.com

- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate
- ☐ Membership number if required by the contract

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Attachment: Gator PO - 47502132025 (10381 : Ratify Purchase of OHV for Migrant Farm Housing)

JOHN DEERE

Quote Id: 32205012

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Pape Machinery, Inc.
1549 Colusa Highway
Yuba City, CA 95993
530-673-8283
agyubacity@papemachinery.com

Prepared For:

COLUSA COUNTY MIGRANT FARM HOUSING

Proposal For:

Delivering Dealer:
Rodriguez Miguel

Pape Machinery, Inc.
1549 Colusa Highway
Yuba City, CA 95993

agyubacity@papemachinery.com

Quote Prepared By:
Rodriguez Miguel
mrodriguez@papemachinery.com

Date: 13 January 2025

Offer Expires: 28 February 2025

Confidential

Attachment: Gator PO - 47502132025 (10381 : Ratify Purchase of OHV for Migrant Farm Housing)

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Pape Machinery, Inc.
1549 Colusa Highway
Yuba City, CA 95993
530-673-8283
agyubacity@papemachinery.com

Quote Summary

Prepared For:
COLUSA COUNTY MIGRANT FARM HOUSING
100 SUNRISE BLVD
COLUSA, CA 95932
Business: 530-458-0580

Delivering Dealer:
Pape Machinery, Inc.
Rodriguez Miguel
1549 Colusa Highway
Yuba City, CA 95993
Phone: 530-673-8283
mrodriguez@papemachinery.com

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms , and will also be sent by mail or e-mail to the purchaser upon request.

Quote ID:	32205012
Created On:	13 January 2025
Last Modified On:	24 January 2025
Expiration Date:	28 February 2025

Equipment Summary	Selling Price	Qty		Extended
JOHN DEERE GATOR™ XUV835M California (Model Year 2024) **Contract:** CA Ag Tractors 4-07-23-0007C (PG 5G CG 22) **Price Effective Date:** July 1, 2024	$ 18,802.00 X	1	=	$ 18,802.00
Equipment Total				**$ 18,802.00**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 18,802.00
Trade In	
SubTotal	**$ 18,802.00**
Sales Tax - (7.75%)	$ 1,457.16
CA Tire Tax	$ 7.00
Total	$ 20,266.16
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 20,266.16**

Salesperson : X _____ **Accepted By : X** _____

Confidential

Attachment: Gator PO - 47502132025 (10381 : Ratify Purchase of OHV for Migrant Farm Housing)

JOHN DEERE

Selling Equipment

Quote Id: 32205012 **Customer Name:** COLUSA COUNTY MIGRANT FARM HOUSING

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Pape Machinery, Inc.
1549 Colusa Highway
Yuba City, CA 95993
530-673-8283
agyubacity@papemachinery.com

JOHN DEERE GATOR™ XUV835M California (Model Year 2024)

Hours:
Stock Number:
Contract: CA Ag Tractors 4-07-23-0007C (PG 5G CG 22)
Price Effective Date: July 1, 2024

Selling Price *
$ 18,802.00

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
57KFM	GATOR™ XUV835M California (Model Year 2024)	1	$ 20,749.00	15.00	$ 3,112.35	$ 17,636.65	$ 17,636.65
	Standard Options - Per Unit						
001G	California	1	$ 0.00	15.00	$ 0.00	$ 0.00	$ 0.00
0505	Build To Order	1	$ 0.00	15.00	$ 0.00	$ 0.00	$ 0.00
1063	27" Predator Heavy-Duty all-terrain radial tires on 14" Black Alloy Wheels	1	$ 654.00	15.00	$ 98.10	$ 555.90	$ 555.90
2031	Split Bench Seat - Black Vinyl	1	$ 0.00	15.00	$ 0.00	$ 0.00	$ 0.00
2350	Park Position in Transmission	1	$ 0.00	15.00	$ 0.00	$ 0.00	$ 0.00
2501	Olive and Black	1	$ 126.00	15.00	$ 18.90	$ 107.10	$ 107.10
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	1	$ 0.00	15.00	$ 0.00	$ 0.00	$ 0.00
3100	Manual Lift	1	$ 0.00	15.00	$ 0.00	$ 0.00	$ 0.00
4000	OSR Nets	1	$ 0.00	15.00	$ 0.00	$ 0.00	$ 0.00
4060	Black Roof	1	$ 591.00	15.00	$ 88.65	$ 502.35	$ 502.35
5010	Less Protection Package	1	$ 0.00	15.00	$ 0.00	$ 0.00	$ 0.00
6349	Less Winch	1	$ 0.00	15.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 1,371.00**		**$ 205.65**	**$ 1,165.35**	**$ 1,165.35**
Total Selling Price			**$ 22,120.00**		**$ 3,318.00**	**$ 18,802.00**	**$ 18,802.00**

Attachment: Gator PO - 47502132025 (10381 : Ratify Purchase of OHV for Migrant Farm Housing)

Confidential

COUNTY OF COLUSA, CA 3.12

Request For County Board of Supervisors Action

MEETING DATE: March 25, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Kaline Moore

SUBJECT: Ratify Customer Value Agreement (#DKG250210R) with Peterson Power Systems, Inc. for a three year service agreement for the Sheriff's Office.

Ratify Customer Value Agreement (#DKG250210R) with **Peterson Power Systems, Inc.** for a three year service agreement for the Sheriff's Office.

Detailed Description/Background of request

This agreement was originally sent to the Sheriff's Office last year and they signed it not realizing that it should have been sent to Purchasing. Peterson CAT has updated to their new format online and requested a signature on the new format Agreement. The Sheriff's Office is currently in year two of the contract and they are wanting to get this Agreement on the proper track. Due to the timing of the scheduled service the Purchasing Agent signed the agreement to get this onto the schedule and would like to have Board ratification.

Prior Board Action

None

Fiscal Impact/Funding Source

Budgeted

Action for the Clerk

Please assign a contract number to the Agreement.

ATTACHMENTS:

- Peterson CAT generator agreement (PDF)

Date: 2/12/2025

Proposal# DKG250210R

Prevaling Wage Y/N N

Customer Value Agreement (CVA)

Prepared for:

Colusa County Sheriff's Dept

Acct #	1498150	Prepared By:	Dennis Gordon
Name:	Kristopher Cooper, Lieutenant #228	Title:	Product Support Sales Representative
Phone:	530 458 0644	Phone:	530 227 2923
E-mail:	kcooper@countyofcolusa.com	E-mail:	dkgordon@petersonpower.com
Billing Address:	929 Bridge St Colusa CA 95932		

Peterson Power Systems, Inc. agrees to perform the services listed below for

Colusa County Sheriff's Dept

The agreement will be for a period of:	one year
Commencing on:	Acceptance Date
These services will be performed on the units listed below at the stated price:	
The units are located at:	929 Bridge St Colusa CA

The services have been designed around the Manufacturer's Recommended Standards, will be performed on a flat fee basis and include labor, travel and service parts as indicated below. Taxes, if applicable, are not reflected, unless otherwise noted. Following is a summary of charges for the agreement.

The services listed below include, but are not limited to, the following. For a complete listing of service options available through Peterson Power please see Attachment B.

*An **Inspection** includes* an individual inspection of each unit. The technician will verify the fluid levels (oil, coolant and fuel), service the batteries, ensure proper operation of battery charging system, perform an operational check of the engine and generator (as applicable), and provide a completed service report detailing the service and any potential problems that should be addressed.

An **Annual Service** includes a full inspection (see description above) of each unit and a full service which includes; the replacement of engine oil, oil filters and fuel filters. Air filters are replaced on an as needed basis for an additional charge. Please contact your PSSR if you would like your air filters replaced.

Load Bank Testing is recommended annually for any generator that is not run "under load" (maintaining a load of at least 30% of its kilowatt (kW) rating) regularly, to ensure the proper operation of your generator. A Load Bank Test will include the connection of a portable resistive Load Bank. Load test duration is specified below in the pricing Spreadsheet.

Every three years, engine manufacturers recommend replacement of cooling system belts, cooling system hoses and coolant. In addition, the (PM-3) includes upgrading block heater hoses to high temperature silicone hoses. Block heater isolation ball valves will be installed on any engine not already (if applicable) equipped. Engine thermostat and radiator cap are also replaced.

Batteries are recommended for replacement on a three year cycle and will be replaced with Maintenance Free batteries unless otherwise specified by the customer.

Attachment: Peterson CAT generator agreement (10384 : Ratfiy Service Agreement with Peterson CAT)

CVA pricing Spreadsheet. Proposal # DKG250210R

CVA Year 1, 2 and 3

Make	Customer unit ID	Model	Serial	Inspection Frequency X Cost	Annual Service - (Green Annual put G in shaded column)	Load Test	Load Test Duration - Hours	3 Year Service	Battery Replacement- fractions represent last replacement date	Cooling System Service (PM3)	Coolant sampling and visual inspection of ATS gear	Total
Olympian Yr 1	Jail Gen	CD100	2025050		$ 1,662	$ 933	2.0		$587		$ 247	$ 3,429
Olympian Yr2	Jail Gen	CD100	2025050		$ 1,712	$ 965	2.0				$ 256	$ 2,933
Olympian Yr3	Jail Gen	CD100	2025050		$ 1,772	$ 998	2.0			$ 2,798	$ 265	$ 5,833
												$ -
												$ -
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												$ -
												$ -
												$ -

Total 3 years	$ 12,195

Attachment: Peterson CAT generator agreement (10384 : Ratfiy Service Agreement with Peterson CAT)

SUMMARY OF SERVICE PRICING FROM ABOVE GRID	
Total	$12,195.00
Total	**$12,195.00**

Scope of work notes:

Work is priced to be performed during normal working hours, Mon – Fri 7:00am – 3:30pm
Applicable environmental charges and consumable supplies are not included in above pricing
Only services priced above are to be performed.
NOTE: Fractions such as 4/19 and such in the 3 year service and batteries notate when those services were last performed on those machines – if there is a dollar amount in those cells than those are priced for replacement during this coming year

Notes and/or Exclusions:

Only services priced in above grid are to be performed
Any fuel consumed is the responsibility of the customer
Any additional work requested by the customer at time of service will be billed at time and material rates
Rental machine to cover customer's machine during service is not included in above pricing unless otherwise specified
All machines priced for 2 hour load test – load tests are performed according to requirements listed in NFPA 110
"Non-Solicitation. During the term of this Agreement and for one (1) year thereafter, Manager and Owner will not, except with the prior written consent of Service Contractor, directly or indirectly, solicit or encourage the solicitation of any person who is, or was within a six (6) month period prior to such solicitation, an employee of Service Contractor or any of its affiliates for any position as an employee, independent contractor, consultant or otherwise. In the event of a breach of this Section by Manager or Owner, along with any other remedy at law, Service Contractor shall be entitled to full financial damages to be determined by Service Contractor in its sole discretion."

Results of services will be forwarded to you in a detailed report listing any components and/or areas requiring further attention for repair.

Wesley Staple 2/28/25

Customer Signature Date Purchase Order

THANK YOU FOR THE OPPORTUNITY TO SERVE ALL OF YOUR POWER NEEDS

The pricing in this proposal is valid for 90 days from the date above. The Purchaser identified above accepts and agrees, upon the signing of this proposal, to purchase and pay for the products and labor furnished by Peterson Power Systems, Inc., specifically for the above-identified equipment in this proposal. Services are quoted to be performed during normal working hours. Peterson Power Systems, Inc. will bill upon completion of the service. Any repair work required over and above the quoted service will be performed on a time-and-material basis, subject to

Attachment: Peterson CAT generator agreement (10384 : Ratfiy Service Agreement with Peterson CAT)

the customer's written authorization. Warranty and Customer Registry coverage on Caterpillar parts, where applicable, will apply as a credit to the customer. The Purchaser will be charged for travel time and mileage associated with any service cancelled on the same date it was scheduled. For further terms and conditions please see Peterson Power Systems, Inc. Customer Value Agreement Terms and Conditions please see Attachment A..

Attachment: Peterson CAT generator agreement (10384 : Ratfiy Service Agreement with Peterson CAT)

PETERSON POWER SYSTEMS, INC. CUSTOMER VALUE AGREEMENT TERMS AND CONDITIONS

Attachment A

1. Terms and Conditions. These Terms and Conditions ("Terms") govern the purchase of the goods (including, but not limited to, new and used equipment, trucks, attachments, components, technology and parts (collectively, "Goods") and services ("Services") from Peterson Power Systems, Inc., a California corporation ("Company") by the individual or entity identified on the Customer Value agreement on the reverse side hereof as Customer (the "Customer"), together with any Change Orders, exhibits, schedules, attachments and appendices making up a part of such Customer Value agreement (collectively, the "CVA"). Company and Customer are sometimes referred to herein individually as a "Party" and collectively as the "Parties". Unless otherwise agreed to in a writing signed by an authorized signatory of Company, Company hereby expressly rejects the terms of any purchase order or any other document submitted by Customer to Company, unless such purchase order or document is signed by Company's authorized representative. The placing of an order with Company or the receipt or acceptance of Services by Customer constitutes Customer's acceptance of these Terms as set forth herein. For purposes of the CVA, the term "authorized signatory of Company" means any one of the corporate or executive officers of the Company (i.e., CEO, President, Vice President, Secretary, CFO, or Treasurer) or Branch Manager.

2. Term and Termination. The CVA shall commence as of the date of the last signature on the reverse side hereof and shall continue until the delivery of the Goods and/or completion of the Services, as applicable, unless sooner terminated in accordance with these Terms. Company may terminate this CVA upon written notice if Customer (a) fails to pay any amount due under this CVA when due, in which event this CVA will terminate upon the termination date set forth in such letter or if no such date is included, then three (3) business days of delivery by Company of such notice; (b) becomes insolvent, enters into voluntary or involuntary bankruptcy, commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors (or assigns its interest to a third party creditor), or ceases to conduct business, in which event this CVA will terminate immediately; or (c) otherwise breaches this CVA and such breach remains uncured (either as a result of the failure or refusal of Customer to cure such breach or because such breach is incapable of cure) for thirty (30) days of delivery of such notice. Additionally, Company may terminate this CVA at any time upon sixty (60) days written notice to Customer. Customer may terminate this CVA upon written notice if Company materially breaches any provision of the CVA and such breach remains uncured through no fault of Customer, within sixty (60) days of written notice by Customer to Company. In the event of termination of this CVA, Customer will remain obligated for payment for any Goods delivered and any Services performed by Company prior to the effective date of termination and for any cancellations charges for work in progress as of and prior to such effective date of termination.

3. Order and Delivery of Goods or Performance of Services. All orders for Goods and Services are subject to credit approval, which is subject to final acceptance by Company in its sole discretion. Customer shall have no right to cancel orders for Goods once a purchase order is issued to Company; provided, however, some parts may be returnable to Company in accordance with Company's then current parts return policy. Company will exercise commercially reasonable efforts to meet any performance dates set forth in the CVA, which such dates are estimates only. Company will have no liability for any loss associated with the delay in the delivery of Goods or performance of Services under the CVA. Additionally, Company will not be deemed in breach of its obligations under this CVA or otherwise liable for any costs, charges, losses sustained or incurred by Customer for any delay in the delivery or Goods or performance of Services arising out of, caused by or in any way related or connected with any circumstances beyond its reasonable control, including, but not limited to delays caused by acts or omissions to acts by Customer or its Agents, acts of God, acts of war or terrorism, fire or other casualty, storms or adverse weather, strikes, labor shortages or disturbances, shortages of materials, manufacturer delays, theft or vandalism, transport and handling accidents, or revisions to laws, regulations or governmental requirements. As used herein, the term "Agents" means principals, employees, contractors, subcontractors, consultants, agents, representatives and any persons within the direction or control of Customer or acting on behalf of or for the benefit of Customer in connection with the Goods and Services hereunder.

Customer understands and acknowledges that the CVA or Proposal made by Company to Customer has been made by Company in reliance on representations made by Customer regarding, among other things, the cleanliness, functionality, operational status, condition, prior use, contents and nature of the equipment or machinery that will be subject to the Services. Should any of the representations on which Company relied in preparing the Services be for any reason false or incomplete, or if Company shall reasonably determine in the course of performing the Services that additional repair, maintenance or improvement services are necessary to satisfy its obligations hereunder, Company will promptly provide to Customer an estimated cost of the additional work necessary to satisfy its obligations hereunder ("Additional Work"). If Customer either declines or fails to agree to modify the Proposal and scope of Services to include the Additional Work within thirty (30) days, Company will be entitled to terminate without penalty this CVA in accordance with these Terms. Additional Work approved or accepted by Customer shall be deemed part of the Services hereunder and subject to these Terms (except as otherwise provided in such Additional Work - i.e., estimated costs). Company reserves the right to charge for any cancellation by Customer of any scheduled Services. Customer will pay for any partially completed work based on time and materials at Company's prevailing rates. Additional handling and storage fees may apply to partially completed work.

4. Customer 's Obligations. Customer shall comply with Applicable Law in connection with its use, handling, maintenance, storage and operation of the machinery and equipment and shall cause its Agents (defined below) to comply with all such Applicable Law. As used herein "Applicable Law" means all applicable federal, state and local laws pertaining to its covenants and obligations under the CVA and its performance of the same, together with these Terms and all rules, regulations, standards, procedures and protocols pertaining or related to the machinery or equipment subject to the CVA, as stated or endorsed by Company or the manufacturer of such machinery or equipment. Customer shall cooperate with Company in all matters relating to the Goods and Services described subject to the CVA and to the extent Services are required, will make available to Company the machinery or equipment on which the Services are to be performed or provide such access to Customer's premises and facilities as may reasonably be requested by Company for the purposes of performing such Services. Customer shall provide directions, information, approvals, authorizations, decisions or materials that are reasonably necessary for Company to perform the Services. Customer shall maintain the premises on and around which the Services will be performed in a reasonably safe condition and shall notify Company in advance of any hazards, dangerous conditions and defects that cannot be abated. Customer warrants that the invoiced Goods or Services will be used for business or agricultural purposes and not for personal, family or household purposes. The representations and warranties of Customer under this CVA shall survive any expiration or termination of this CVA.

5. Pricing. Unless otherwise set forth in the CVA or a written proposal issued by Company ("Proposal"), the price for Goods shall be Company's list price for such Goods on the date such Goods are delivered to Customer. Unless otherwise set forth on a Proposal, the labor rates for Services shall be Company's standard labor rates for the applicable type of Service (including, but not limited to, field rates, shop rates, specialty rates or other rates, as applicable) in effect at the time the Services are performed. Unless expressly provided for on a Proposal, pricing and labor rates for future orders is subject to change without notice. Pricing and risk of loss for purchased Goods is FOB Company's site, unless purchased Goods are shipped to Customer directly from the manufacturer, in which case pricing and risk of loss is FOB factory. Any claims for shortages, damages, or delays must be made by Customer direct to the carrier.

6. Taxes. Customer will promptly pay to Company any taxes that Company is required to collect with respect to the purchase of Goods and Services or any amounts payable by Customer under the CVA, including, but not limited to, value added, personal property, sales, use, excise and similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity (collectively, "Taxes"). For any Taxes from which Customer claims exemption, Customer shall provide Company with properly completed exemption certificates and any documentation needed to validate the exemption. If Customer fails to provide an appropriate exemption certificate and supporting documentation, as determined by Company, Customer will remain liable for all such Taxes and will indemnify Company for any liability related to the same.

7. Change Orders. Subject to Section 3, above, if either Party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other Party in writing. Company shall, within a reasonable time after such request, provide a written proposal to Customer of (i) the likely time required to implement the change and (ii) any necessary variations to the fees and other charges for the Services arising from the change. Within thirty (30) days after receipt of the written estimate, the Parties shall negotiate and agree in writing on the terms of such change (a

New Quote 4 of 8

"Change Order"). Neither Party shall be bound by any Change Order unless mutually agreed upon in writing. Notwithstanding the above, Company may from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the CVA or relevant Proposal or Change Order.

Attachment: Peterson CAT generator agreement (10384 : Ratfiy Service Agreement with Peterson CAT)

8. Payment. For Customers with an open credit account with Company, machine sales payments are due Net 10, and all other payments are due Net 30. For Customers who do not have an open credit account with Company, payment is due upon delivery of Goods or completion of Services. Company may, in its sole discretion, at any time: (a) revoke credit; (b) modify terms and conditions of credit; (c) require payment in advance; and/or (d) withhold Goods, completed Services or scheduled Services until receipt of full payment then owing by Customer to Company. If Customer fails to pay for Goods and Services as and when due, Customer shall pay a late charge of 1.5% of the invoice balance each month until charges are paid in full, and Customer shall pay Company all reasonable attorneys' fees and collection costs incurred by Company.
In addition to any other right of set-off or recoupment Company has under applicable law, Customer agrees that, with respect to any amounts due from Customer or Customer's affiliates to Company or Company's affiliates, Company and its affiliates may set-off such amounts against any amounts owing to Customer or Customer's affiliates. If Customer requests customization of machinery or equipment, Customer agrees to pay all parts and labor costs Company incurs in customizing the machinery or equipment, regardless of whether or not Customer completes the purchase of the customized machinery or equipment. Customer, at its sole expense, must pick up its machinery or equipment from Company's facility within two (2) business days after notification from Company of completion of Services. If Customer's equipment is not picked up within two (2) business days after such notification, Customer will be liable for storage charges of $50.00 per day from the date of completion of Services until Customer's equipment is picked up.
9. Late Payments. Any amounts not paid by Customer when and as due will bear interest at the lesser of the rate of 1.5% per month (18% per annum) and the highest rate permitted under applicable law, calculated daily and compounded monthly, from the date such payment was due until the date paid in full. In addition to all other remedies available under this CVA or at law (which Company does not waive by the exercise of any rights hereunder), Company will be entitled to suspend the provision of any Services if the Customer fails to pay any amounts when due hereunder.
10. Invoice; Fees and Expenses. Customer will (i) reimburse Company for all reasonable costs and expenses (including, but not limited to, Company's collection costs and reasonable attorneys' fees) incurred in connection with the Services or in collecting any late payments and (ii) pay all other amounts due under this CVA, in each case within thirty (30) days of receipt by the Customer of an invoice from Company. Failure to notify Company in writing of any dispute regarding an invoice within sixty (60) days of receipt thereof waives Customer's right to dispute such invoice. Customer's obligation to pay amounts invoiced is and will be absolute and unconditional and shall not be subject to any delay, reduction, set-off, defense or counter-claim.
11. Warranties. All warranties described herein, including any Extended Protection Plan that may be purchased by Customer are subject the provisions of Section 11(d) and Section 12.
(a) Goods. For new Goods purchased by Customer from Company, Customer acknowledges that (i) Company is not the manufacturer of the Goods; (ii) Company will pass through to Customer the manufacturer's warranty to the extent permitted by the terms of such warranty; and (iii) any manufacturer's warranty is and will be subject to all terms, conditions and exclusions contained in these Terms. Notwithstanding anything contained to the contrary in this CVA, including this Section 11(a), Company makes no representation or warranty as to the Goods or any manufacturer's warranty of or for such Goods.
(b) Services. For Services purchased by Customer from Company, Company warrants that its Services will be performed and completed in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, with such service warranty extending for a period of time expressly set forth in the service warranty (as the same may be extended by an applicable Extended Protection Plan), commencing from completion of the original Services. For example, if the service warranty is for a period of six months from completion of the original services, then if Company performs a repair pursuant to its service warranty, the warranty period remains six months from completion of the original Services; the six month service warranty period does not start over with the repair. If replacement parts used by Company in connection with the provision of Services include a manufacturer's warranty, Company will pass such warranty through to Customer to the extent permitted by the terms of the manufacturer's warranty. Company's service warranty will be voided in the event of any of the following: misuse or abuse of Goods by Customer, subsequent repairs performed by Customer or vendors other than Company, use beyond ordinary wear and tear, failure to maintain and operate Goods in accordance with the maintenance and operations manual of the manufacturer (including, but not limited to, use of fluids that do not meet the manufacturer's standards or failure to maintain fluid levels recommended by the manufacturer) or damage due to theft, vandalism or casualty. In the event of a conflict between the terms and conditions set forth in any applicable service warranty and these Terms, the provisions of the applicable service warranty shall control.
(c) Extended Protection or Coverage. Customer acknowledges that Customer may have the option of purchasing an equipment protection plan or extended services coverage (each, an "Extended Protection Plan") and Customer agrees that if an Extended Protection Plan is available and purchased by Customer at the time of sale, the Extended Protection Plan will be subject to the terms, conditions and exclusions contained in such applicable Extended Protection Plan.
(d) Disclaimer of Warranties. EXCEPT AS MAY BE EXPRESSLY DESCRIBED ABOVE, COMPANY MAKES NO WARRANTY WHATSOEVER HEREUNDER. COMPANY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. COMPANY IS NEITHER A MANUFACTURER OF ANY PARTS USED IN THE SERVICES NOR AN AGENT THEREOF. ALTHOUGH COMPANY MAY ADMINISTER WARRANTIES ISSUED BY A MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY SUCH MANUFACTURER ARE NOT THE RESPONSIBILITY OF COMPANY; (2) SUCH MANUFACTURER'S WARRANTY MAY CONTAIN LIMITATIONS; AND (3) CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION OR OTHER CHARGES BY COMPANY WHICH ARE NOT COVERED BY SUCH MANUFACTURER'S WARRANTY. Any warranty by Company shall be null and void and have no legal effect if Customer has failed to pay for the Services at issue. Except for any express warranties contained hereunder, no other representation or warranty of any kind or nature will be binding on or obligate Company.
12. Limitation of Liability.
(a) IN NO EVENT SHALL COMPANY, ANY COMPANY ENTITIES OR ITS PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRATORS, REPRESENTATIVES OR AGENTS BE LIABLE TO CUSTOMER, ITS AGENTS OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST REVENUE, LOST BUSINESS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER ARISING WHETHER OR NOT THAT PARTY WAS AWARE OF THE POSSIBILITY OF THOSE DAMAGES AND DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED IN THIS CVA.
(b) EXCEPT FOR DAMAGES FOR PERSONAL INJURY, INCLUDING DEATH AND PROPERTY DAMAGE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR AGENTS OF COMPANY OR ANY COMPANY ENTITY OR THE PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR AGENTS OF COMPANY OR ANY COMPANY ENTITIES, IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY OR ANY COMPANY ENTITIES ARISING OUT OF THIS CVA EXCEED THE LESSER OF THE AMOUNT CUSTOMER HAS ACTUALLY PAID TO COMPANY UNDER THIS AGREEMENT FOR THE PREVIOUS TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE SUBJECT CLAIM OR ONE MILLION DOLLARS $1,000,000.
(c) EXCEPT FOR THE BREACH OF OBLIGATIONS OF CUSTOMER OR ITS AGENTS UNDER SECTION 8 (PAYMENT), CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER THIS CVA AND DAMAGES FOR PERSONAL INJURY, INCLUDING DEATH AND PROPERTY DAMAGE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR AGENTS OF CUSTOMER OR ANY OF ITS AGENTS, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CUSTOMER OR CUSTOMER'S AGENTS ARISING OUT OF THIS CVA EXCEED THE GREATER OF THE AMOUNT CUSTOMER HAS ACTUALLY PAID TO COMPANY UNDER THIS AGREEMENT FOR
New Quote 5 of 8
THE PREVIOUS TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE SUBJECT CLAIM.
(d) THE PARTIES AGREE THAT THIS SECTION 12 REPRESENTS A REASONABLE ALLOCATION OF RISK.
(e) THE PROVISIONS OF THIS SECTION 12 SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS CVA.
13. Indemnification. Each Party agrees to indemnify, defend and hold harmless the other Party for, from and against any third party claims related to the Goods or Services to the extent and only to the extent such third party claims (including, but not limited to, claims related to the death or injury of any

Attachment: Peterson CAT generator agreement (10384 : Ratfiy Service Agreement with Peterson CAT)

person(s) or damage to property) are caused by the indemnifying party's negligent acts or omissions, subject to the limitations set forth in Section 14 below. The foregoing indemnity shall not apply to claims asserted by employees of either party. To the fullest extent permitted by Applicable Law, except to the extent of the gross negligence or willful misconduct of Company, Customer agrees to indemnify, defend and hold harmless Company, its affiliates, parent company and subsidiaries, and all of their respective owners, directors, officers, managers, employees, agents or representatives for, from and against any and claims, losses, deficiencies, judgments, settlements, interest, awards, fines, causes of action, damages (including, but not limited to, damages for personal injury, including death, and real and personal property damage), liabilities, costs, penalties, taxes, assessments, charges, punitive damages and expenses (including, but not limited to, reasonable attorneys' fees, expert witness fees, costs and expenses) of whatever kind (collectively, the "Claims") that are caused by, arising from or related in any way to (a) any breach or failure to comply with any representation, warranty, covenant or obligation hereunder by Customer or its Agents; (b) any act or omission to act of Customer or its Agents with respect to the Goods or Services purchased by Customer, including, but not limited to, the acts or omissions of Customer or its Agents with respect to such person's use, handling or maintenance of the any machinery or equipment purchased by Customer or serviced at the request of or for the benefit of Customer hereunder that conflicts with or does not conform to the usage for such machinery or equipment as specified by Company, the manufacturer of such machinery or equipment.

14. Insurance. During the term of this CVA, each Party shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, (a) commercial general liability in occurrence form with a minimum limit of $1,000,000 per occurrence, plus a minimum $2,000,000 general aggregate limit; (b) workers' compensation in an amount no less than the minimum required by law and employers' liability in a sum no less than $1,000,000; and (c) any additional insurance Company may reasonably require, in each case with financially sound and reputable insurers. Upon either Party's request, the other Party shall provide the requesting Party with a certificate of insurance from such Party's insurer evidencing the insurance coverage required under these Terms. The certificate of insurance shall name the requesting party as an additional insured. The insured Party shall provide the requesting Party with thirty (30) days' advance written notice in the event of a cancellation or material change in the insured Party's insurance policy. Customer acknowledges that additional insurance required by Company under subsection (c) shall be deemed reasonable where the Goods or Services under the CVA are, or have or may become, in the commercially reasonable discretion of Company of such nature, scope, or volume to warrant such additional insurance. A certificate of insurance from Customer's insurer evidencing such additional insurance shall be delivered to Company upon Company's request.

15. Force Majeure. Company shall not be liable, nor be deemed to have defaulted or breached this CVA, for any failure or delay in fulfilling or performing any term of this CVA to the extent such failure or delay is caused by or results from acts or circumstances beyond Company's reasonable control including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), restraints or delays affecting carriers, and inability or delay in obtaining supplies of adequate or suitable materials, telecommunication breakdown or power outage.

16. Privacy Statement. Customer consents to the collection, use, retention and disclosure of information by Company and/or the Company Entities in accordance with Company's Privacy Statement, which is posted on Company's website (as such statement may be revised from time to time), and agrees that such information may be accessed by the Company Entities and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf.

17. Entire Agreement. This CVA and the exhibits and attachments hereto, represent and constitute the entire agreement between the parties, may only be amended in writing signed by both parties, and supersede all prior agreements and understandings with respect to the matters covered by this CVA.

18. Binding Effect. This CVA shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.

19. Severability. If any provision of this CVA is found unenforceable or invalid, the remainder of the CVA will remain in full force and effect and it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

20. Counterparts. This CVA may be executed in any number of counterparts, including facsimile, PDF and other electronic copy, each of which when taken together shall constitute one instrument. No counterpart shall be effective until each Party has executed at least one counterpart.

21. Assignment. Neither Party may assign, convey or transfer this CVA, or any portion thereof, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, except that Company may assign this CVA or any portion thereof without the prior consent of Purchaser to a person or entity controlling, controlled by or affiliated with Company or its parent company.

22. No Waiver. A waiver of any term, right or condition of this CVA by a party must be in writing to be effective and will in no way be construed as a waiver of any later breach of that provision. No express waiver of any term, right or condition of this CVA shall operate as a waiver of any other term, right or condition.

23. Relationship of the Parties. No employment, agency, joint venture, or similar arrangement is created or intended between Customer and Company.

24. Construction. Words used herein, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. The provisions of this CVA and the documents and instruments referred to herein, have been examined by the parties and no implication shall be drawn nor made against any party hereto by virtue of drafting this CVA. The term "including" used herein shall mean "including, but not limited to". The subject headings of the sections and subsections of this CVA are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein. Each Party acknowledges that they have read this CVA, have had an opportunity to review with an attorney of their respective choice, and have agreed to all of its terms, including these Terms. Each Party agrees that the rule of construction that a contract be construed against the drafter shall not be applied in interpreting this CVA and that in the event of any ambiguity in any provisions of this CVA, including any Exhibits or attachments or agreed upon Change Orders hereto and whether or not placed of record, such ambiguity shall not be construed for or against any Party hereto on the basis of such Party did or did not author the same.

25. No Third Party Beneficiaries. Unless otherwise expressly provided, no provisions of this CVA are intended or will be construed to confer upon or give to any person or entity other than Customer and Company any rights, remedies or other benefits under or by reason of this CVA.

26. Attorneys ' Fees; Enforcement Costs and Expenses. If any claim or action is brought by either party hereunder against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other relief granted, reasonable attorneys' fees and the expense of litigation.

27. Governing Law; Venue. (a) This CVA and any attachments or documents related thereto shall be governed, construed and enforced in accordance with (i) the laws of the State of California, excluding conflict of law rules, for all sales made or accepted by Company at its offices within such state, (ii) with the laws of the State of Oregon, excluding conflict of law rules, for all sales made or accepted by Company at its office within such state, and (iii) with the laws of the State of Washington, excluding conflict of law rules, for all sales made or accepted by Company at its office within such state. For agreements made or accepted by Company in the State of California, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Alameda County, California and the United States District Court for the Northern District of California, for the purposes of any action, proceeding, suit or claim arising out of this CVA. For agreements made or accepted by Company in the State of Oregon, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Multnomah County, Oregon and the United States District Court for the District of Portland in Portland, Oregon. For agreements made or accepted by Company in the State of Washington, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Cowlitz County, Oregon and the United States District Court for the Western District of Washington in Seattle, Washington. (b) Each party irrevocably and unconditionally waives any objection to the laying of venue as described herein.

New Quote 6 of 8

28. Survival. Notwithstanding anything contained herein to the contrary, Sections 6, 11(d), 12, 13, 14, 15, 16, 24, 26, 27, and 28 will survive any termination or expiration of this CVA.

Attachment: Peterson CAT generator agreement (10384 : Ratfiy Service Agreement with Peterson CAT)

Peterson Power Systems
Detail of Services Offered
Attachment B

Inspection Service

Before Starting Engine:

- Check engine oil and coolant levels
- Check block heater (should maintain a coolant temperature of 90° F in the block)
- Check fuel level in storage tank
- Check battery water level and top as necessary
- Check battery terminals for corrosion and connections for tightness (lead acid)

With Engine Running:

- Check oil pressure
- Check fuel pressure
- Check oil level and add oil as required
- Check RPM (frequency)
- Check generated voltage
- Check for leaks or unusual noises

After Stopping Engine:

- Check/verify all switches are in proper positions for automatic start.
- Check fuel level in tank
- Record battery charger volts, check for proper operation
- Remove, clean and reinstall all battery connections (lead acid)
- Inspect generator for cleanliness

Reporting:

- Provide written service report for each visit
- Advise customer of any/all unusual situations or potential problems which will require further attention
- Advise when main fuel tank is below ¾ full

Annual Service

Includes all Inspection Services and the following:

- Drain crankcase oil and replace with new oil
- Remove and replace oil and fuel filters
- Inspect air filter(s)
- Check generator output
- Take oil sample for analysis

Load Test

Start engine and load with contractor supplied resistive load bank. As per NFPA 110 (2013 Edition) Code 8.4.2.3

Three Year Service (PM-3)

- Replace all rubber coolant hoses
- Replace drive belts
- Replace block heater hoses
- Replace coolant regulators (Thermostat) - Thermostats are not included on the Cat C175 Engines
- Replace rad cap
- Standard antifreeze will be replaced every three years

Attachment: Peterson CAT generator agreement (10384 : Ratfiy Service Agreement with Peterson CAT)

Extended life coolants will be upgraded after the first three years and replaced after six years
Additional services upon request

Thermal Image Inspections:
Thermo Images reveal temperature variations that signal electrical and mechanical problems before they become failures.

Fuel Conditioning/Polishing:
Extend life of stored diesel fuel by adding CAT Diesel Fuel Conditioner and polishing with high efficiency kidney loop filtration system.

Building Load Transfer with Visual inspection:
Inspect enclosure, anchorage, door seal, connections for thermal variance, loose or damaged wires, overheating or mechanical malfunction, and indicator lamps. Transfer load up to 30 minutes (as permitted).

Level 1 ATS Energized Preventative Maintenance (conforms NFPA 110 2018)

- Clean interior of ATS if safe to do so.
- Record utility voltage and amperage.
- Measure and record voltage drop across contacts (Utility Power)
- Perform functional test (Transfer load from utility to emergency power if permitted by customer)
- Record emergency voltage, frequency, and amperage
- Measure and record voltage drop across contacts (Emergency Power)
- Check for excessive heat build-up with infrared thermometer or camera.
- Verify time delays and voltage set points.
- Provide customer with a report of findings and recommendations for additional services.

Level 2 ATS De-energized Preventative Maintenance

- Work with customer to de-energize and isolate ATS.
- Perform contact resistance test with Digital Low Resistance Ohmmeter (DLRO)
- Inspect clean and polish contacts if required by DLRO testing.
- Inspect arc chutes, insulation, control wiring, switches, and relays.
- Check torque on all cables and wires.
- Check mounting hardware and function of mechanical components.
- Lubricate all mechanical components as needed.
- Perform Level 1 service after **re-energized work to confirm proper operation.**
- Provide customer with written documentation of service procedures, any findings and recommendations for additional services.

Level 3- Bypass 'Energized' Service

Bypass Isolation switches keep your facility powered 24/7, for maintenance purposes these transfer switches also have an additional circuit which allows the Automatic Transfer Switch to be isolated for an inspection with minimal arc concerns/PPE needs. Level 4 Bypass ATS Service is available as an energized service. Bypass ATS will be connected to source of facility's choice, either Utility or Emergency Generator for duration of inspection** to allow for safe isolated inspection of ATS contactor. ATS will be racked out and then inspected/cleaned before being racked back into the Bypass ATS.

***If outage was to occur during inspection, switch may need to be manually racked to alternate source. Depending on switch manufacturer, Time to bring the EPSS fully back online may range between 10 to 25 minutes. Please contact your*

Attachment: Peterson CAT generator agreement (10384 : Ratfiy Service Agreement with Peterson CAT)

Product Support Rep for details or to develop more detailed plan based on site and equipment specifics; full job site walk with lead technician may be necessary based on facility concerns and equipment onsite.

Level 4- Bypass 'De-Energized' Service

Level 4 service requires full de-energization of the Bypass Transfer Switch (Utility and E-Gen Shutdown). Level 4 service includes our Level 3 Scope of work, plus the addition of checking the mechanical torque of connections and lubrication of micro switches. Service is suggested to be combined with major shutdowns or based on manufacturer's specifications.

Megger Testing: (Insulation resistance testing)
Vibration, general usage or moisture can break down generator insulation and cause electrical shorts. Megohmmeter testing indentifies decreasing generator insulation before it becomes a major repair or replacement. CAT recommends annual testing.

Emergency Servicing: Provide 24-hour emergency repair coverage **800.963.6446**

Attachment: Peterson CAT generator agreement (10384 : Ratfiy Service Agreement with Peterson CAT)

COUNTY OF COLUSA, CA

3.13

Request For County Board of Supervisors Action

MEETING DATE: March 25, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Kaline Moore

SUBJECT: **Approve Task Order #1 with Technique Communications for the cabling at Health & Human Services eligibility office and authorize the Purchasing Agent to sign.**

Approve Task Order #1 with **Technique Communications** for the cabling at Health & Human Services eligibility office and authorize the Purchasing Agent to sign.

Detailed Description/Background of request

The County entered into an "as needed" contract (C24-225) with Technique Communications on December 1, 2024 for network and telephone wiring on County Buildings. The Health & Human Services Department is remodeling their Eligibility section and the updated cubicle configuration needs to be re-wired. Technique Communications has provided a quote for this work and Purchasing is requesting the Boards approval to accept the estimate to perform the work.

Prior Board Action

Approved master contract (C24-225)

Fiscal Impact/Funding Source

This project is budgeted in the Health & Human Services budget. $25,047;64

Action for the Clerk

Obtain signatures and return to Benny Strickland in the IT Office.
Register project with the DIR

ATTACHMENTS:

- Task Order No. 1 Technique Communications (PDF)
- Est_3254_from_Technique_Communications_23056 (PDF)

Colusa County Purchasing & Procurement
547 Market Street, Suite 110
Colusa, California 95932
Phone: 530-458-0437
Fax: 530-458-0435

Task Order No.
C24-225-001

PURCHASE ORDER

VENDOR	
NAME	Technique Communications
ADDRESS	1990 Tierra Buena Road
	Yuba City, CA 95993
PHONE	(530) 671-1500

REQUISITIONER ADDRESS	
NAME	Colusa County Purchasing & Procurement
ADDRESS	547 Market St Ste 110, Colusa, CA 95932
PHONE	530.458.0437

DELIVERY ADDRESS	
NAME	**Colusa County Purchasing**
Contact	**Stacy Woods**
Address	**547 Market St Ste 110, Colusa, CA 95932**
PHONE	**530.458.0437** **FAX**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
3/25/2025	Kaline Moore		N/A	30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1			Cabling at the Health & Human Services Eligibility Office (See attached estimate for details)	$25,047.64	$24,717.24

BASED ON ATTACHED ESTIMATE #3254

SUBTOTAL	$24,717.24
DELIVERY	$0.00
CA Sales Tax .0875%	$330.40
CA TIRE FEE	$0.00
TOTAL	$25,047.64

1. Please send two copies of your invoice
2. Enter this order in accordance with the prices, terms, delivery
3. Please notify us immediately if you are unable to ship as specified
4. Send all correspondence and billing to:

Stacy Woods
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Authorized by Date

Attachment: Task Order No. 1 Technique Communications [Revision 1] (10385 : Approve Task Order 1 on Contract C24-225 with Technique

TECHNIQUE COMMUNICATIONS

Estimate

CLN. 607925 DIR. 1000016808
1990 Tierra Buena Road
Yuba City, CA 95993
(530) 671-1500

Date	Estimate #
2/24/2025	3254

Name / Address
County Of Colusa Benny Stickland 547 Market Street, Suite 110 Colusa CA 95932

Project

Item	Description	Qty	Total
Berk Cat 6 PVC	** Quote to provide and install Cat 6 cabling to the new modular furniture at Colusa Health & Human Services.	11,000	2,517.35T
Lev 48 port jack panel		2	128.46T
eXtr 6+ connector	** Quote includes:	144	1,150.92T
Lev 4 port surface		24	134.41T
Labor Reg.	1. Installing, terminating, testing, and labeling 3 Cat 6 cables to each of 24 locations.	144	20,160.00
Pan LD10	2. Providing and installing surface raceway in locations were we cannot drop the cables inside the existing walls.	112	459.82T
Pan LD10 parts	3. Providing and installing 2-48 port jack panels in the MDF to terminate the Cat 6 cabling in the racks.	28	96.28T
Misc. parts		2	70.00T
	** Quote does not include:		
	1. Any after hours, weekend work, or anything else not specifically mentioned above.		

Thank You for the opportunity in estimating this Project.

Subtotal	$24,717.24
Sales Tax (7.25%)	$330.40
Total	$25,047.64

Attachment: Est_3254_from_Technique_Communications_23056 (10385 : Approve Task Order 1 on Contract C24-225 with Technique

COUNTY OF COLUSA, CA

3.14

Request For County Board of Supervisors Action

MEETING DATE: March 25, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Kaline Moore

SUBJECT: **Approve the purchase of 144 MS Office software licenses for multiple departments throughout the County from CDW-G using OMNIA Mesa Contract 2024056-01- GOV for a total of $51,279.68 and authorize the Purchasing Agent to sign purchase order 40803072025.**

Approve the purchase of 144 MS Office software licenses for multiple departments throughout the County from CDW-G using OMNIA Mesa Contract 2024056-01- GOV for a total of $51,279.68 and authorize the Purchasing Agent to sign purchase order 40803072025.

Detailed Description/Background of request

The existing MS Office software within the County Departments is reaching the end of its useful life and will no longer be supported by the manufacturers. During the budget process the IT department was tasked with creating a listing of the most critical equipment to be replaced. This request purchases all of the MS Office software identified by them for replacement.

This project was approved in the final budget with the software distributed as follows:

Ag Dept.	6*
Assessor	7*
Auditor	3*
Board of Supervisors	3*
CAO	7*
Central Services	2*
Custodial	1*
Maintenance	4*
Clerk-Recorder	7*
Planning & Building	2*
Water Resources	2*
County Counsel	4*
District Attorney	4*
Victim Witness	1
Human Resources	5*
Library	17*
Sheriff	33*

Sheriff - Task Force	5
Behavioral Health	27
Environmental Health	2
Public Works	2

Prior Board Action
None

Fiscal Impact/Funding Source
$51,279.68 budgeted as follows -
* - LATCF reserve funds
Task Force - Using Asset Forfeiture
Behavioral Health - budgeted in Capital Facilities Fund 279-53231-279
Health & Human Services - budgeted in Env. Health (005-53231-719)
Public Works - budgeted in 007-53231-610; Victim Witness Grant funds.

Action for the Clerk
Please have the Purchasing Agent sign the purchase orders and return to Stacy @ Purchasing to process.

ATTACHMENTS:

- P.O 40803072025 - Software (PDF)

Colusa County Purchasing & Procurement
547 Market Street, Suite 110
Colusa, California 95932
Phone: 530-458-0437
Fax: 530-458-0435

Purchase Order No.
40803072025

PURCHASE ORDER

VENDOR	CDW-G
NAME	Kristen Marin
ADDRESS	75 Remittance Dr., Ste 1515
	Chicago, IL 60675-1515
PHONE	866.339.7079
kristen.marin@cdwg.com	

REQUISITIONER ADDRESS	
NAME	Colusa County Purchasing & Procurement
ADDRESS	547 Market St Ste 110, Colusa, CA 95932
PHONE	530.458.0437

DELIVERY ADDRESS	
NAME	**Colusa County Purchasing**
Contact	**Stacy Woods**
Address	**547 Market St Ste 110, Colusa, CA 95932**
PHONE	**530.458.0437** FAX

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
03.07.2025	Stacy Woods		Electronic	30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
142	EA	EP2-27380	Microsoft Office LTSC Standard 2024 - License - 1 PC	$354.30	$50,310.60
2	EA	EP2-27323	Microsoft Office LTSC Professional Plus 2024 License - 1 PC	$484.54	$969.08

SUBTOTAL	$51,279.68
DELIVERY	$0.00
CA Sales Tax .0875%	$0.00
CA TIRE FEE	$0.00
TOTAL	$51,279.68

BASED ON ATTACHED QUOTE #
PFKN679

1. Please send two copies of your invoice
2. Enter this order in accordance with the prices, terms, delivery
3. Please notify us immediately if you are unable to ship as specified
4. Send all correspondence and billing to:

Stacy Woods
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Authorized by Date

Attachment: P.O 40803072025 - Software (10402 : Approve Purchase of MS Office software)

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

ANDREW PATTERSON,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PFKN679	11/25/2024	PFKN679	2756962	$51,279.68

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Office LTSC Standard 2024 - license - 1 PC Mfg. Part#: EP2-27380 Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 - GOV (2024056)	142	8105698	$354.30	$50,310.60
Microsoft Office LTSC Professional Plus 2024 - license - 1 PC Mfg. Part#: EP2-27323 Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 - GOV (2024056)	2	8107484	$484.54	$969.08

SUBTOTAL	$51,279.68
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$51,279.68**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: COLUSA COUNTY CENTRAL SERVICES ACCTS PAYABLE 547 MARKET ST STE 110 COLUSA, CA 95932-2452 **Phone:** (530) 458-0437 **Payment Terms:** Net 30 Days-Govt State/Local	**Shipping Address:** COLUSA COUNTY CENTRAL SERVICES PURCHASING AND PROCUREMENT 547 MARKET ST STE 110 COLUSA, CA 95932-2452 **Shipping Method:** ELECTRONIC DISTRIBUTION
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Attachment: P.O 40803072025 - Software (10402 : Approve Purchase of MS Office software)



Sales Contact Info

Kristen Marin | (866) 638-9414 | kristen.marin@cdwg.com

Need Help?

My Account | Support | Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

© 2025 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Attachment: P.O 40803072025 - Software (10402 : Approve Purchase of MS Office software)

Kaline Moore

From: Andrew Patterson
Sent: Tuesday, March 11, 2025 2:48 PM
To: Colusa County Purchasing; Kaline Moore
Cc: Benny Strickland
Subject: RE: MS Office Purchase

In adding the department numbers,

Department	MS Office Standard	MS Office Pro
560	6	
423	7	
421	3	
279	27	
411	3	
412 (CAO)	4	
412 (CAO Board Clerks)	1	2
409	2	
474	1	
473	4	
451	7	
576	2	
719	2	
561	2	
431	4	
516	4	
536	1	
440	5	

Attachment: P.O 40803072025 - Software (10402 : Approve Purchase of MS Office software)

921	17	
610	2	
521	33	
522	5	
	142	2

From: Andrew Patterson
Sent: Tuesday, March 4, 2025 4:08 PM
To: Colusa County Purchasing <purchasing@countyofcolusaca.gov>
Cc: Benny Strickland <benny.strickland@countyofcolusaca.gov>
Subject: MS Office Purchase

Below is the allocation of Office license from the quote.

MS Office Standard	MS Office Pro
6	
7	
3	
27	
3	
4	
1	2
2	
1	
4	
7	
2	
2	
2	
4	
4	
1	
5	
17	
2	

Attachment: P.O 40803072025 - Software (10402 : Approve Purchase of MS Office software)

COUNTY OF COLUSA, CA

3.15

Request For County Board of Supervisors Action

MEETING DATE: March 25, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve 1st Modification with Swierstok Enterprise, Inc., dba Pro Builders for a Telescoping Automatic Door in the Clerk-Recorder's Office.

Approve 1st Modification with **Swierstok Enterprise, Inc., dba Pro Builders** for a Telescoping Automatic Door in the Clerk-Recorder's Office.

Detailed Description/Background of request

The Clerk-Recorder's Office requests a first modification to the contract (C24-220) with Swierstok Enterprise, Inc., dba Pro Builders in order to extend the term through June 30, 2025 and update the contract to include Section 27, Liquidated Damages.

The original contract, C24-220, had a completion date of February 28, 2025. Due to the long lead time on the telescoping automatic door it will not be available for install until the end of May 2025.

The addition of Section 27, Liquidated Damages, provides the County with damages should the work not be completed by the contract end date of June 30, 2025. The Contractor will pay the County $250 per day for the County's liquidated damages.

The Clerk-Recorder's Office requests to extend the term of the contract from February 28, 2025 to June 30, 2025. The Clerk-Recorder also requests the addition of Section 27, Liquidated Damages.

Prior Board Action

C24-220

Fiscal Impact/Funding Source

The project is funded by the Help American Vote Act (HAVA) Grants - Election Security Grant and Accessibility Grant.

Action for the Clerk

Please number contract and obtain signatures.

ATTACHMENTS:

- 1st Mod_Swierstok Enterprise dba Pro Builders (PDF)

- C24-220 Swierstok Enterprise dba Pro Builders (PDF)

C___-_____

First Modification of Contract C24-220 for Telescoping Automatic Door at the Courthouse

This first Modification of Contract C24-220 for a Telescoping Automatic Door into the Clerk-Recorder's Office is between Colusa County (County), a political subdivision of the State of California, and Swierstok Enterprise, Inc., dba Pro Builders (Contractor), a California corporation.

Background

On December 17, 2024, the parties executed contract C24-220 for a Telescoping Automatic Door into the Clerk-Recorder's Office ("Contract").

The parties now want to modify the Contract to extend the term of the contract and add liquidated damages.

Modification

The parties agree to modify the Contract effective February 28, 2025 as follows:

1. Section 2 Term of the Contract is modified to extend the contract from February 28, 2025 to June 30, 2025.

3. Add Section 27. Liquidated Damages: The parties agree that should the work not be complete, as acknowledged with an executed Notice of Completion within the Term as specified in paragraph 2 above, damages will be sustained by the County. It is understood and agreed that it is or may be impracticable or extremely difficult to determine the actual amount of damages the County will sustain in the event of and by reason of such delay in completing the work; and it is therefore agreed that the Contractor will pay the County $250 per day for the County's liquidated damages. In the event the Contractor fails to make such payment, the County may deduct the amount thereof from any money due or that may become due the Contractor under the Contract and should the balance due not be sufficient to cover the amount owed, the County shall have the right to recover the balance from the Contractor, from other contracts between Contractor and County, or from the Contractor's sureties or any other means as allowed by law

SIGNATURES FOLLOW ON PAGE 2

Attachment: 1st Mod_Swierstok Enterprise dba Pro Builders [Revision 1] (10416 : 1st Mod - Swierstok Enterprise Inc.)

C___-_____

COUNTY OF COLUSA

_____ Date:_____
Duarice K. Smith, Board Chair

SWIERSTOK ENTERPRISE INC., DBA PRO BUILDERS

_____ Date: 3/17/2025
Signature

SEBASTIAN SWIERSTOK - PRESIDENT
Printed Name and Title

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

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

by _____
, Deputy

Attachment: 1st Mod_Swierstok Enterprise dba Pro Builders [Revision 1] (10416 : 1st Mod - Swierstok Enterprise Inc.)

C24-220

Telescoping Automatic Door Contract

This public works construction contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Swierstok Enterprise, Inc., dba Pro Builders ("Contractor"), a California Corporation. This is a public works contract subject to Department of Industrial Relations registration, and payment of prevailing wage.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with a telescoping automatic door into the Clerk-Recorder's Office located at 547 Jay Street, Suite 200, Colusa, California as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.

2. **Term:** This contract shall begin on the date of the issuance of the Notice to Proceed and shall continue until all services are completed, but no later than February 28, 2025.

3. **Compensation:** County will pay Contractor compensation not to exceed $38,000 as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

    A. **Retention for Contracts that Exceed $5,000:** Pursuant to California Public Contract Code section 9203(a), for public works contracts that exceed $5,000, an amount of 5% shall be withheld from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

    A. **Invoices shall:**
        1) Be prepared on Contractor's letterhead.
        2) Bear Contractor's name as shown on the contract.
        3) Bear the contract number.
        4) Itemize the costs incurred.
        5) Include a summary of the services provided.
        6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional

Attachment: C24-220 Swierstok Enterprise dba Pro Builders (10416 : 1st Mod - Swierstok Enterprise Inc.)

training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

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

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

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

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

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

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

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

Attachment: C24-220 Swierstok Enterprise dba Pro Builders (10416 : 1st Mod - Swierstok Enterprise Inc.)

provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

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

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

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

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

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

   D. **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,

Attachment: C24-220 Swierstok Enterprise dba Pro Builders (10416 : 1st Mod - Swierstok Enterprise Inc.)

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 30 days written notice certain to County.

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

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

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

11. **Department of Industrial Relations Registration:** Contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5. Contractors and any subcontractors shall supply County with a copy of proof of registration at the time of execution of this Contract.

12. **Prevailing Wage:** This Contract is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. Contractor is required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification

Attachment: C24-220 Swierstok Enterprise dba Pro Builders (10416 : 1st Mod - Swierstok Enterprise Inc.)

which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

13. **Payment Bond:** Pursuant to Chapter 5, of Title 3, of Part 6, of Division 4 of the California Civil Code, if the Contract compensation exceeds $25,000, Contractor shall, before commencement of any work, provide County with a payment bond equal to 100% of the compensation payable in accordance with this Contract to secure the Contractor's, and any subcontractor's, performance and provide coverage for the services to be provided pursuant to this Contract by Contractor and any subcontractor.

14. **Performance Bond:** A performance bond is required in order to ensure completion of the work required under this Contract in the amount of one hundred (100) percent of the Contract price.

15. **Payroll Records:** Contractor and all subcontractors shall keep accurate payroll records as required by California Labor Code section 1776.

    A. Upon written request by County, Contractor and all subcontractors shall, within ten (10) calendar days, provide County with a certified copy of all payroll records kept pursuant to Section 1776.

    B. Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of $100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 15 A of this Contract.

    C. Contractors and any subcontractors shall furnish electronic payroll records to the California Labor Commissioner in accordance with California Labor Code section 1771.4.

16. **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.

17. **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.

18. **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

Attachment: C24-220 Swierstok Enterprise dba Pro Builders (10416 : 1st Mod - Swierstok Enterprise Inc.)

served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County:	County of Colusa 547 Market St., Suite 102 Colusa, Ca, 95932
If to Contractor:	Swierstok Enterprise Inc., dba Pro Builders 7030 Drywood Way Orangevale, Ca, 95662

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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 15 days written notice of termination.

25. **Partial Invalidity**. If any provision of this Contract is held to be invalid, void, or

Attachment: C24-220 Swierstok Enterprise dba Pro Builders (10416 : 1st Mod - Swierstok Enterprise Inc.)

C 24-220

unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

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

    A. Attachment "A" Scope of Work
    B. Attachment "B" Bid Worksheet

COUNTY OF COLUSA

Date: 12/17/24

Gary J. Evans, Board Chair

SWIERSTOK ENTERPRISE INC., DBA PRO BUILDERS

Date: 11/02/2025

Signature

SEBASTIAN SWIERSTOK - PRESIDENT

Printed Name and Title

APPROVED AS TO FORM

Richard Stout, County Counsel

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

By

Patricia Rodriguez, Deputy Board Clerk

Attachment: C24-220 Swierstok Enterprise dba Pro Builders (10416 : 1st Mod - Swierstok Enterprise Inc.)

C24-220

Attachment A
Scope of Work

Scope of work for a telescoping door at the Clerk Recorders office in the Historical Courthouse.

1. Contractor will remove existing double swinging store front door and replace with specked out door.

2. Measurements are rough. Contractor will be responsible for taking their own measurements.

3. The specifications below are for an Assa Abloy SL 500 Telescopic T67 door. An equivalent may be acceptable with County approval.

Assa Abloy Door Specifications:
- SL500 Telescopic T67
- Equipment: OCT
- Type: Overhead Concealed
- Handing: Bi-part
- Door Stile: Narrow Stile
- Finish: Clear Anodized - Class 1
- Overall Frame Width: 72.5
- Mounting Height: 89.75
- Clear Door Opening Width: 46.25
- Clear Door Opening Height: 81.25
- Frame Type: Jambs
- Frame Depth: 6" Jambs
- Frame Depth: 1/4" Jambs
- Glass Stop: 1-1/4" Glass Stop
- Bottom Rail: 4" Bottom Rail
- Sensor: Motion & Presence Sensor
- Lock: Key Cylinder Ext / Key Cylinder Int
- Guide System: Pin Guide / 1/2" Threshold
- Lead-up: Both Sides
- Mode Selector: 5-Position Switch - Knob
- Jamb Prep: Factory Header Prep for Position Switch
- Muntins: No Muntins
- Cylinder Options: Replaceable Core Cylinder
- Armoured Strike
- Catch: Magnetic Catch
- Carrier Wheels: Heavy Duty Carrier Wheels
- Sweeps: Concealed Sweep Active Leaf & Sidelight
- Configuration: Standard
- Transom above door

Attachment: C24-220 Swierstok Enterprise dba Pro Builders (10416 : 1st Mod - Swierstok Enterprise Inc.)

C24-220

4. Contractor will be responsible for blocking area off so no public may access the door during construction.

5. Contractor will keep a clean working site.

6. If the job cannot be completed in one day, contractor will be responsible for making door secure overnight.

7. Project includes:

- Installation during normal business hours
- Shop drawings (if needed)
- Insurance
- Applicable taxes
- Glass and Glazing (if needed)
- Perimeter caulking (if needed)
- Adjacent Storefront (if needed)
- Transom Framing above door (if needed)
- Gang Box, 1 pair 18-gauge low voltage wiring, and any necessary conduit or wire mold for each push plate
- Header support for surface mounted swing door operator(s) (if needed)
- Removal and disposal of existing doors
- Painting, patching and repairing of floors, walls and ceilings (if needed)
- Signed and Stamped shop drawings by a Certified Professional Engineer (if needed)
- Building Permits or Inspections
- If available, wireless push buttons to lock the doors in case of an emergency.

Attachment: C24-220 Swierstok Enterprise dba Pro Builders (10416 : 1st Mod - Swierstok Enterprise Inc.)

Attachment B

BID WORKSHEET
Automatic Door to Hall of Records

NAME Swierstok Enterprise Inc., dba Pro Builders

ADDRESS 7030 Drywood Way

CITY Orangevale STATE CA ZIP CODE 95662 PHONE 916.225.0373

DIR #: 1000005478 Contractor License # 884897

ITEM	PRODUCT	PRICE
1	Door 1 (SET)	$ 25,400
2	Transom	$ 1,800
3	Additional Materials	$ 800
		$
	CA SALES TAX 8.75% ON APPLICABLE ITEMS	$ 2,450
	SUBTOTAL	$ 28,000
	LABOR (NORMAL BUSINESS HOURS)	$ 10,000
	LABOR (WEEKEND HOURS)	$
	GRAND TOTAL	$ 38,000

STATE IF COMPANY MEETS THE REQUIREMENTS AS A "LOCAL BUSINESS" AS STATED ON PAGES 5 & 6: _____ YES ___X___ NO

VENDOR

Signature

Sebastian Swierstok
Name (Printed or Typed)

The type of business entity (i.e., corporation, partnership, sole proprietor, etc.) and any applicable registered contractor's license name and number shall be included on the Bid Worksheet. The Bid Worksheet must be signed by the owner or officer of the vendor authorized to enter into a legally binding contract.

This bid is made this 4th day of October, 2024.

Attachment: C24-220 Swierstok Enterprise dba Pro Builders (10416 : 1st Mod - Swierstok Enterprise Inc.)

BOND No. CA5847571
Initial premium charged for this bond is $547.00 ,
subject to adjustment upon completion of contract at applicable rate on final contract price

GREAT AMERICAN INSURANCE COMPANY

CONTRACT BOND - CALIFORNIA FAITHFUL
PERFORMANCE - PUBLIC WORK

KNOW ALL MEN BY THESE PRESENTS

That we, Swierstok Enterprise, Inc., dba Pro Builders as Principal, and **GREAT AMERICAN INSURANCE COMPANY,** a corporation organized under the laws of the State of Ohio and duly authorized to transact business in the State of California, as Surety, are held and firmly bound unto County of Colusa as Obligee, in the sum of Thirty eight thousand ---------- Dollars, ($ $38,000.00), for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents

SIGNED, sealed and dated this 9 day of January , 20 25

WHEREAS, the Principal and the Obligee have entered into a written contract, hereinafter called the Contract, a copy of which is or may be attached hereto, dated the 17 day of December , 20 25 , for Install an automatic door in the Hall of Records C24-220

NOW THEREFORE, the condition of the foregoing obligation is such that if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, it shall be a condition precedent to any right of recovery hereunder that, in event of any default on the part of the Principal, a written statement of the particular facts showing the date and nature of such default shall be immediately given by the Obligee to the Surety and shall be forwarded by registered mail to the Surety at its Administrative Office at 580 Walnut Street, Cincinnati, Ohio 45202

AND PROVIDED FURTHER, that no action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within twelve months after completion of the work mentioned in said contract, whether such work be completed by the Principal, Surety or Obligee, but if there is any maintenance or guarantee period provided in the contract for which said Surety is liable, an action for maintenance may be brought within six months from the expiration of the maintenance period, but not afterwards

Swierstok Enterprise, Inc., dba Pro Builders

_____ (SEAL)

_____ (SEAL)
Principal

GREAT AMERICAN INSURANCE COMPANY

_____
Attorney-in- Fact
James D. Einerson, Attorney-in-Fact

S-1052A-2/78

Attachment: C24-220 Swierstok Enterprise dba Pro Builders (10416 : 1st Mod - Swierstok Enterprise Inc.)

Bond No CA5847571
Premium Included

GREAT AMERICAN INSURANCE COMPANY

LABOR AND MATERIAL PAYMENT BOND - PUBLIC WORK
(California)

KNOW ALL MEN BY THESE PRESENTS

That we, Swierstok Enterprise, Inc., dba Pro Builders, as Principal and the **GREAT AMERICAN INSURANCE COMPANY,** a Corporation organized and existing under the laws of the State of Ohio and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto any and all materialmen, persons, companies or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contracted to be executed or performed under the contract hereinafter mentioned, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid, in the sum of Thirty eight thousand------ Dollars, ($ $38,000.00), lawful money of the United States of America, for the payment whereof well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

SIGNED, sealed with our seals and dated this 9 day of January, 2025

The condition of the foregoing obligation is such that, whereas the above bounden Principal has entered into a contract, dated Dec. 17, 2024 with County of Colusa to do and perform the following work, to-wit

Install an automatic door in the Hall of Records C24-220

NOW, THEREFORE, if the above bounden PRINCIPAL, contractor, person, company or corporation, or his or its sub-contractor, fails to pay for any materials, provisions, provender, or other supplies, or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 3181 of the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed by any such claimant Including any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the wages of employees of the contractor and his sub-contractors pursuant to Section 18806 of the Revenue and Taxation Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment therein rendered

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 15, Chapter 7, Works of Improvement, commencing with Section 3247 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code, of the State of California

Swierstok Enterprise, Inc., dba Pro Builders
(SEAL)

(SEAL)
Principal

GREAT AMERICAN INSURANCE COMPANY

James D. Einerson, Attorney-in-Fact
Attorney-in-Fact

S-924B - 7/77

Attachment: C24-220 Swierstok Enterprise dba Pro Builders (10416 : 1st Mod - Swierstok Enterprise Inc.)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On January 9, 2025 before me, Gail C. Einerson, Notary Public
(insert name and title of the officer)

personally appeared ----------James D. Einerson, Attorney-in-Fact----------,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

GAIL C. EINERSON
COMM. # 2489029
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
COMM. EXPIRES MAY 3, 2028

Signature Gail C. Einerson (Seal)

Attachment: C24-220 Swierstok Enterprise dba Pro Builders (10416 : 1st Mod - Swierstok Enterprise Inc.)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than THREE

No. 0 14660

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES D EINERSON	ALL OF	ALL
GAIL C EINERSON	GOLD RIVER, CALIFORNIA	$100,000,000
MICHELLE FURNO		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2ND day of DECEMBER , 2020

Attest GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 2ND day of DECEMBER , 2020 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument, that he knows the seal of the said Company, that the seal affixed to the said instrument is such corporate seal, that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008

RESOLVED· That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time

RESOLVED FURTHER That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect

Signed and sealed this 9 day of January , 2025

Assistant Secretary

S1029AH (03/20)

Attachment: C24-220 Swierstok Enterprise dba Pro Builders (10416 : 1st Mod - Swierstok Enterprise Inc.)

COUNTY OF COLUSA, CA 3.16

Request For County Board of Supervisors Action

MEETING DATE: March 25, 2025

DEPARTMENT: Sheriff

FROM: Jose Ruiz

SUBJECT: Domestic Cannabis Eradication Suppression Program (DCESP) 2024/2025 Revenue Agreement Number 2025-09

Approve Cooperation Letter of Agreement (Number 2025-09) with the **United States Drug Enforcement Administration**, for the investigation and eradication of illicit cannabis plants, effective October 1, 2024, and authorize the Sheriff to sign the agreement and related supporting documents.

Detailed Description/Background of request

The Drug Enforcement Administration provides local law enforcement agencies annual funding in exchange for their cooperation in locating and eradicating illicit cannabis plants and to investigate and prosecute those cases before the courts of the United States and State Courts. The DEA provides these funds through the proposed Letter Agreement for the Board's review, and will pay $22,500.00 for the period October 1, 2024 to September 30, 2025 to defray the costs relating to eradication and suppression of illegal cannabis.

Prior Board Action

These funds have been utilized and approved by the board for approximately over 14 years. An approved revenue agreement in the amount of $10,000.00 the previous year.

Fiscal Impact/Funding Source

This is a revenue agreement in the amount of $22,500.00.

Action for the Clerk

Provide a certified Board copy. Coordinate the with Sheriff to sign documents and return signed originals to DEA/DCESP via mail or email.

DCESP Contractor, 450 Golden Gate Avenue, 14th Floor, San Francisco, CA 94102

SFO-DECP@dea.gov

ATTACHMENTS:

- 2025-9 - Colusa Co SO 2025 Sup Docs for LOA (PDF)
- 2025-9 Colusa County Sheriff's Office (CA-SF) (PDF)

U. S. Department of Justice
Drug Enforcement Administration
Investigative Support Section (ODS)
DEA Headquarters

www.dea.gov

October 1, 2024

All Domestic Cannabis
Eradication/Suppression Program (DCE/SP)
Participating Agencies

Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency's bank account. In order to process electronic transfers, the following information must be provided:

Agency Name on Bank Account:	Colusa County Treasury
Account Number:	157506724861
Name of Bank/Financial Institution:	US Bank
Address of Bank/Financial Institution:	2 S. Main Street, Colfax, CA 95713
Telephone Number of Bank/Financial Institution:	775-790-4875
Contact Person of Bank/Financial Institution:	Desiree Schmitz, VP/ desiree.schmitz@usbank.com
Bank/Financial Institution ABA Number:	121122676
State-Local Agency Name / LOA Number:	Colusa County Sheriff's Office/2025-9
E-mail Address for Agency's Financial/ Accounting Section for Transfer Notifications:	James Pastorino / jpastorino@countyofcolusa.org

Authorized Agency Representative (Name & Title)

Signature of Authorized Agency Representative

Date

Investigative Support Section (ODS)
DEA Headquarters

Attachment: 2025-9 - Colusa Co SO 2025 Sup Docs for LOA (10355 : Domestic Cannabis Eradication Suppression Program)

U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug- Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

Attachment: 2025-9 - Colusa Co SO 2025 Sup Docs for LOA (10355 : Domestic Cannabis Eradication Suppression Program)

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7 th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

_____

_____

_____

Check ___if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___if the State has elected to complete OJP Form 4061/7.

_____

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

---

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Colusa County Sheriff's Office
929 Bridge Street
Colusa, CA 95932

2. Application Number and/or Project Name

2025-9

3. Grantee IRS/Vendor Number

94-6000508

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

Attachment: 2025-9 - Colusa Co SO 2025 Sup Docs for LOA (10355 : Domestic Cannabis Eradication Suppression Program)

ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances containedtherein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and toprovide such additional information may be required.

2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.

3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.

5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access toand the right to examine all records, books, papers, or documents related to the grant.

7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA)list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for usein any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurancepayment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergove-rnmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

13. It will comply, and all its contractors will comply, with the nondiscri-mination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature

Date

Agency Name & LOA Number: Colusa County Sheriff's Office /2025-9

Attachment: 2025-9 - Colusa Co SO 2025 Sup Docs for LOA (10355 : Domestic Cannabis Eradication Suppression Program)

U.S. Department of Justice
Drug Enforcement Administration

www.dea.gov

Springfield, Virginia 22152

Agreement Number 2025-9

THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), DRUG ENFORCEMENT ADMINISTRATION (DEA), provides funding and/or operational support to state and local law enforcement agencies in conducting marijuana eradication and suppression efforts. This program, known as DEA's Domestic Cannabis Eradication/Suppression Program (DCE/SP), provides funding under either or both of the below, Option 1 and/or Option 2.

Under Option 1, DEA provides DCE/SP funding and operational support to state and local law enforcement agencies who demonstrate that such support will be used for marijuana eradication and suppression operations including but not limited to the investigation of drug trafficking organizations involved in marijuana trafficking operations meeting one of the following criteria:

1. Marijuana is being cultivated by a drug trafficking organization or a transnational organized crime syndicate; or
2. Marijuana is being cultivated on federal land, including federally-recognized Tribal lands; or
3. Marijuana cultivation is causing environmental hazards, depleting or contaminating water, or otherwise harming public lands; or
4. Marijuana cultivation is suspected to involve other federal crimes, including money laundering and crimes impacting public health and safety.

Under Option 2, where the above criteria are not met by state and local law enforcement agencies, DEA will provide DCE/SP funding only to state and local law enforcement agencies who demonstrate that such funding will be used to eradicate large-scale illicit marijuana grows and for the purpose of suppression efforts including but not limited to the investigation of drug trafficking organizations involved in marijuana trafficking.

This Letter of Agreement (LOA) is entered into between the **COLUSA COUNTY SHERIFF'S OFFICE**, hereinafter referred to as (***THE AGENCY),*** and the DEA, because DEA has determined that ***(THE AGENCY)*** has satisfied the criteria under either and/or both **Option 1 or Option 2.** In that regard:

There is evidence that trafficking in marijuana (illicit cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the ***State of California***. The parties hereto agree that it is to their mutual benefit to cooperate in the investigation of drug trafficking organizations involved in marijuana trafficking, the location and eradication of illicit cannabis plants, and the prosecution of those cases before the courts of the United States (U.S.) and/or the courts of the ***State of California***. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and ***THE AGENCY*** is desirous of securing funds.

Attachment: 2025-9 Colusa County Sheriff's Office (CA-SF) (10355 : Domestic Cannabis Eradication Suppression Program)

As used in this Letter of Agreement, the terms "marijuana" and "illicit cannabis" only refer to cannabis or cannabis-derived materials that contain more than 0.3% delta-9-THC on a dry weight basis, in accordance with the Controlled Substances Act (CSA) (21 U.S.C. § 802(16)).

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. ***THE AGENCY*** will, with its own law enforcement personnel and employees, as herein after specified, perform the activities and duties described below:

   a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicit cannabis and related money laundering activity to include the complete name and nationality of any individuals associated with eradication and suppression operations. NOTE: If only the registered property owner(s) associated with indoor/outdoor grows is known, that information should be provided.

   b. Investigate and report instances involving the trafficking in controlled substances.

   c. Provide law enforcement personnel for the eradication of illicit cannabis located within the ***State of California***.

   d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.

   e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.

   f. Capture, maintain, and share data and statistics with DEA on its marijuana eradication efforts.

   g. Follow all applicable state laws and guidelines.

   h. **FOR AGENCIES FUNDED UNDER OPTION 2**. Certify, by signing this agreement, that funding provided under this agreement will only be used for operations to eradicate large-scale illicit marijuana grows and for the purpose of suppression efforts including, but not limited to investigations targeting drug trafficking organizations involved in marijuana trafficking; and THE AGENCY will follow all applicable state law and guidelines.

   i. **MANDATORY requirement for *THE AGENCY* to utilize *the interim replacement for the Web-based DEA internet Capability Endeavor (DICE) until the permanent replacement is operational or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.***

   j. Submit electronically a DEA Monthly Accounting Report, with a copy of ***THE AGENCY's*** general ledger that clearly identifies all expenses claimed on the Monthly Accounting Report. If applicable, include invoices for all expenses of $2,500.00 or more for aircraft expenses, clothing and protective gear, equipment, supplies and materials, training, travel, and rental and/or leasing of vehicles or aircrafts. When overtime is claimed, the Overtime Tracker Spreadsheet is also required listing the officer's name, hours worked, and pay as reported on the Monthly Accounting Form.

Attachment: 2025-9 Colusa County Sheriff's Office (CA-SF) (10355 : Domestic Cannabis Eradication Suppression Program)

2. It is understood and agreed by the parties to this Agreement that the activities described in paragraph one and its subparagraphs shall be accomplished with existing personnel, and that the scope of ***THE AGENCY's*** program with respect to those activities by such personnel shall be consistent with California law and solely at ***THE AGENCY's*** discretion, subject to appropriate limitations contained in the budget adopted by ***THE AGENCY***, except that ***THE AGENCY*** understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication and suppression program activities in a manner consistent with the CSA, 21 U.S.C. § 801 et seq.

3. Subject to the availability of funds, DEA will provide to ***THE AGENCY*** Federal funds in the amount of **TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS ($22,500.00)** for the period of October 1, 2024 to September 30, 2025, to defray costs relating to the eradication and suppression of illicit cannabis. These Federal funds shall only be used for the eradication and suppression of illicit cannabis as provided in this agreement. ***THE AGENCY*** understands and agrees that Federal funds provided to ***THE AGENCY*** under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. However, funding may be provided for applications and tools used to map marijuana grow sites, but not to reimburse costs of standard police equipment. Additionally, funding and expenditures are not permitted for the eradication of "ditch weed."

   THE AGENCY understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication/suppression activities. While using the Federal funds provided to ***THE AGENCY*** under this Agreement for activities on Federal land, ***THE AGENCY*** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of ***THE AGENCY's*** presence on Federal land.

Attachment: 2025-9 Colusa County Sheriff's Office (CA-SF) (10355 : Domestic Cannabis Eradication Suppression Program)

4. The Federal funds provided to ***THE AGENCY*** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the illicit cannabis eradication and suppression process, **(FY 2025 maximum reimbursable overtime reimbursement rate for the DCE/SP will be at $21,740.50 which is 25 percent of a GS-12, Step 1 taken from the 2024 General Pay Scale, Rest of United States (RUS). The funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is specifically prohibited)** and for per diem and other direct costs related to the actual conduct of illicit cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support illicit cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When DCE/SP funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

   All purchases of equipment, supplies, and other resources must be requested in writing and specify whether these items will be purchased under criteria Option 1 and/or Option 2 as indicated on Page 1 of this agreement through the respective DEA Division, ***to the Investigative Support Section (ODS)***. Requests must include manufacturer specifications, pricing of the item (including tax, if applicable) to be purchased, and justification for the purchase. The DEA Division personnel will notify the state/local agency whether or not the purchase has been approved. Expenditures for equipment, supplies, and other resources should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, they **are not automatically approved for purchase**. All requests for purchases must be received by HQ/ODS by July 30th. Exemptions to any of these requirements must have prior HQ/ODS approval.

   Per DOJ, none of the funds allocated to ***THE AGENCY*** may be used to purchase promotional items, gifts, trinkets, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids or uniforms/protective gear if they are embossed, engraved or printed with ***THE AGENCY*** or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

Attachment: 2025-9 Colusa County Sheriff's Office (CA-SF) (10355 : Domestic Cannabis Eradication Suppression Program)

5. In compliance with Section 623 of Public Law 102-141 and the Federal Acquisition Regulation, ***THE AGENCY*** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless ***THE AGENCY:***

   (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and

   (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

   The above requirements only apply to procurements for goods or services that have an aggregate value of $500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

6. If DEA approves the purchase of supplies (all tangible personal property other than "equipment" as defined by 2 C.F.R. § 200.1), and there is a residual inventory of unused supplies exceeding $5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, ***THE AGENCY*** shall compensate DEA for DEA's share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program, in accordance with 2 C.F.R. § 200.314. ***THE AGENCY*** agrees that any unused supplies not exceeding $5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

Attachment: 2025-9 Colusa County Sheriff's Office (CA-SF) (10355 : Domestic Cannabis Eradication Suppression Program)

7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit) for the use of ***THE AGENCY***'s personnel engaged in illicit cannabis eradication under this Agreement, ***THE AGENCY*** will use, manage, and dispose of the equipment in accordance with 2 C.F.R. § 200.313, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture,distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

8. Payment by DEA to ***THE AGENCY*** will be in accordance with a schedule determined by DEA. However, no funds will be paid by DEA to ***THE AGENCY*** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to ***THE AGENCY*** during the previous year Agreement. The final/closeout expenditure report will be documented on the September (FINAL) Accounting Form.

9. It is understood and agreed by ***THE AGENCY*** that, in return for DEA's payment to ***THE AGENCY*** for Federal funds, ***THE AGENCY*** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB **Circular A-102** (Grants and Cooperative Agreements with State and Local Governments), **OMB Circular A-87** (Cost Principles for State, Local and Indian Tribal Governments), and **OMB Circular A-133** (Audits of States, Local Governments and Non-Profit Organizations), which have been combined in 2 C.F.R. Part 200, effective December 26, 2014. In addition, 2 C.F.R. Part 2867 (Non-Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), and 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) apply. (Note: The LOA is a reimbursable agreement, not a grant; therefore, for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 C.F.R. Part 200. The DCE/SP does not have an assigned Catalog of Federal Domestic Assistance (CFDA) number. Audits can be conducted without a CFDA number. The auditor must send an email to the Federal Audit Clearinghouse **erd.fac@census.gov** with their agency's name and EIN number and the information will be forwarded to them. In conjunction with the beginning date of the award, the audit report period of ***THE AGENCY*** under the single audit requirement is ***FY25*** (**10/01/2024** through **09/30/2025).**

Attachment: 2025-9 Colusa County Sheriff's Office (CA-SF) (10355 : Domestic Cannabis Eradication Suppression Program)

10. ***THE AGENCY*** acknowledges that arrangements have been made for any required financial and compliance audits and will be made within the prescribed audit reporting cycle. ***THE AGENCY*** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting ***THE AGENCY*** to payment by reimbursement on a cash basis. ***THE AGENCY*** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale,or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting ***THE*** *AGENCY* to payment by reimbursement on a cash basis.

11. ***THE AGENCY*** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. ***THE AGENCY*** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

12. ***THE AGENCY*** shall permit and have available for examination and auditing by DEA, the DOJ Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, ***THE AGENCY*** will maintain all such foregoing reports and records for **six** years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

13. ***THE AGENCY*** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). ***THE AGENCY*** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.

14. Employees of ***THE AGENCY*** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between ***THE AGENCY*** and DEA.

Attachment: 2025-9 Colusa County Sheriff's Office (CA-SF) (10355 : Domestic Cannabis Eradication Suppression Program)

15. ***THE AGENCY*** shall be responsible for the acts or omissions of ***THE AGENCY's*** personnel. ***THE AGENCY*** and ***THE AGENCY's*** employees, contractors, or personnel shall not be considered as the agent of any other participating entity, including without limitation, the Drug Enforcement Administration, the Department of Justice or any other component of the United States (U.S.) government. Nothing herein is intended to waive or limit sovereign immunity arising from any legal authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located resulting from the DCE/SP funded by DEA.

16. ***THE AGENCY*** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to DOJ regulations implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

17. Upon termination of the Agreement, ***THE AGENCY*** will prepare a September (FINAL) Accounting Form and a general ledger itemizing the breakdown of final expenditures and completion of the overtime spreadsheet tracker. If applicable, attach invoices reflecting the expenditures for equipment in excess of $2,500, which was previously approved by DEA Headquarters, and the expenses associated with rental or leasing of aircraft. The report should be submitted electronically to the DEA Regional Contractor by October 31st.

18. The duration of this Agreement shall be as specified in Paragraph 3, except that this Agreement may be terminated by either party after thirty (30) day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by ***THE AGENCY*** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by ***THE AGENCY*** before the notice of termination. In no event shall ***THE AGENCY*** incur any new obligations during the period of notice of termination. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.

19. ***THE AGENCY*** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. ***THE AGENCY*** must have a unique entity identifier known as the Unique Entity ID (UEI). The UEI (formerly the Data Universal Numbering System (DUNS) Number) is a 12-character alphanumeric value assigned to all entities (public and private companies, individuals, institutions or organizations) who must register to do business with the federal government in SAMS. The UEI is required when there is a need for more than one.

    THE AGENCY may obtain the UEI via the internet (www.sam.gov) or for additional information, call by phone at 1-844-472-4111. Both the registration in SAM and the UEI are free of charge.

    Note: It is *THE AGENCY*'s responsibility to update their SAM registration annually or whenever a change occurs.

Failure to abide by the terms of the LOA, or provide the required reports, may result in the cancellation of the current LOA and jeopardize future funding.

Attachment: 2025-9 Colusa County Sheriff's Office (CA-SF) (10355 : Domestic Cannabis Eradication Suppression Program)

***THE AGENCY*'s** current UEI is_____.

***THE AGENCY*'s** opportunity to enter into this Agreement with DEA and to receive the Federal funds expires ninety (90) days from date of issuance. Agreement issued on _____.

(COLUSA COUNTY SHERIFF'S OFFICE)

Printed Name & Signature:_____

Title:_____ Date:_____

***Agency**, please submit original signed LOA & associated paperwork to your DEA Regional Contractor*

DRUG ENFORCEMENT ADMINISTRATION

Printed Name & Signature:_____

Special Agent in Charge, San Francisco Field Division Date:_____

***SAC**, please submit original signed LOA & associated paperwork to your Fiscal Office.*

DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

2025/AFF-B-OP-OD/8210000/PERMID/JDCE/DEA-JLE/DCE/25205/OD009/xxxxxx

UFMS Input Date: _____ **DNC** No._____

DNO No. _____ **DDP** No._____

Printed Name: _____ Signature: _____

***Fiscal,** please submit original signed LOA & associated paperwork to your DEA Regional Contractor.*

Attachment: 2025-9 Colusa County Sheriff's Office (CA-SF) (10355 : Domestic Cannabis Eradication Suppression Program)

COUNTY OF COLUSA, CA

3.17

Request For County Board of Supervisors Action

MEETING DATE: March 25, 2025

DEPARTMENT: Treasurer

FROM: Cindy Dillard

SUBJECT: Accept February 25 Treasury Monthly Investment Report as presented.

Accept February 25 Treasury Monthly Investment Report as presented.

Detailed Description/Background of request

Required pursuant to Section 27131-27137 of the Government Code

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

None

ATTACHMENTS:

- 02_25 Treasury Report (PDF)

COLUSA COUNTY
TREASURER'S MONTHLY INVESTMENT REPORT

AS OF: 2/28/25
DATE: 3/25/25

MUNICIPAL BONDS	PURCHASED	BOOK VALUE	YIELD	COUPON	ORIGINAL FACE PAR	COUNTY PAR	US WEALTH MGMT PAR	MATURITY	MARKET VALUE	GAIN/ LOSS	DATE SOLD	PERCENTAGE OF PORTFOLIO
574348CD8	11/12/20	700,712.18	1.02%	1.275%	707,917.00	700,000.00	700,000.00	08/01/25	694,155.00			
797299LX0	10/28/20	638,917.35	0.85%	3.640%	698,221.80	615,000.00	615,000.00	10/15/25	612,558.45			
260868AD4	02/23/21	400,598.26	0.87%	0.972%	402,096.00	400,000.00	400,000.00	06/01/26	383,532.00			
130179KW3	02/05/21	829,504.06	1.51%	3.181%	876,528.00	800,000.00	800,000.00	04/01/27	775,544.00			
899141BB0	02/05/21	657,018.62	1.18%	2.713%	693,578.75	635,000.00	635,000.00	05/01/27	613,187.75			
260888AE2	02/23/21	602,346.12	1.20%	1.367%	606,030.00	600,000.00	600,000.00	06/01/27	561,522.00			
971252AH4	05/27/21	186,039.99	2.03%	2.220%	187,332.85	185,000.00	185,000.00	08/01/28	170,989.95			
971252AK7	05/27/21	267,151.84	2.38%	2.560%	268,906.10	265,000.00	265,000.00	08/01/30	237,071.85			
971252AL5	05/27/21	570,344.76	2.48%	2.660%	574,085.20	565,000.00	565,000.00	08/01/31	496,714.10			
797679CF2	11/24/21	260,592.32	2.20%	2.278%	261,175.20	260,000.00	260,000.00	03/01/28	244,147.80			
797669ZR2	11/24/21	3,116,869.27	2.00%	2.768%	3,188,047.50	3,025,000.00	3,025,000.00	07/01/31	2,743,856.50			
6723225N45	11/23/21	1,272,596.37	1.87%	2.061%	1,280,104.10	1,265,000.00	1,265,000.00	08/01/28	1,173,502.55			
38122NB35	11/12/21	12,176,553.16	1.87%	2.246%	12,312,952.55	12,000,000.00	12,000,000.00	06/01/29	10,992,960.00			
79739GPE0	12/09/21	711,147.65	2.07%	2.356%	717,276.00	700,000.00	700,000.00	07/01/31	614,586.00			
835588BC7	01/27/22	523,892.25	2.12%	2.068%	523,892.25	525,000.00	525,000.00	03/01/29	481,498.50			
13048VZT8	01/05/22	503,406.86	2.35%	2.511%	505,880.00	500,000.00	500,000.00	02/01/30	462,175.00			
13048VZU5	01/05/22	395,599.42	2.63%	2.661%	395,975.65	395,000.00	395,000.00	02/01/31	361,259.10			
055022AK3	01/27/22	1,161,461.03	2.42%	2.635%	1,168,906.00	1,150,000.00	1,150,000.00	08/01/30	1,040,554.50			
79770GJG2	12/15/21	2,032,118.72	2.21%	2.543%	2,052,020.00	2,000,000.00	2,000,000.00	08/01/30	1,829,900.00			
79739GPM2	12/09/21	252,567.68	2.04%	2.256%	254,220.00	250,000.00	250,000.00	07/01/30	223,490.00			
854434AH0	11/12/21	542,137.85	2.06%	2.340%	546,475.75	535,000.00	535,000.00	04/01/30	480,408.60			
38122ND33	03/30/22	1,876,660.00	3.77%	3.037%	1,876,660.00	2,000,000.00	2,000,000.00	08/01/32	1,749,920.00			
189344FE9	11/23/21	1,000,000.00	2.25%	2.250%	1,000,000.00	1,000,000.00	1,000,000.00	06/01/31	870,570.00			
Municipal Total		**30,678,235.76**			**31,100,280.70**	**30,370,000.00**	**30,370,000.00**		**27,814,103.45**			**15.5%**
US Treasury/Agency Securities												
3133ENZP8*	08/29/22	5,475,000.00	4.90%	4.900%	5,475,000.00	5,475,000.00	5,475,000.00	06/29/32	5,464,597.50			
3130B2N27*											Called 02/10/25	
3134HAZP1*										148.60	Called 02/26/25	
3011ERE98*	12/06/24	5,005,887.50	5.11%	5.110%	5,000,000.00	5,000,000.00	5,000,000.00	11/27/29	5,000,550.00			
3130B3MA8*											Called 02/07/25	
Treasury/Agency Total		**10,480,887.50**			**10,475,000.00**	**10,475,000.00**	**10,475,000.00**		**10,465,147.50**			**5.3%**
	Grand Total	**$ 41,159,123.26**			**41,575,280.70**	**40,845,000.00**	**40,845,000.00**		**38,279,250.95**			
	Interest Liability	-									Unrealized	
	NET BOOK	**41,159,123.26**								(2,879,872.31)	Gain/Loss	

CALIFORNIA ASSET MANAGEMENT PROGRAM

		7 Day Avg	
COUNTY	$155,249,554.52	4.51%	**78.3%**
COP Project Fund*	$5,766,295.30		

LAIF/STATE OF CALIFORNIA LOCAL AGENCY FUND

		QTR TO DATE	DAILY	
SRWSLD	72,307.76	4.35%	4.32%	
REC DIST 108	70,784.65	4.35%	4.32%	
REC DIST 1004	-	4.35%	4.32%	
COUNTY	197.06	4.35%	4.32%	
CCOE	137.54	4.35%	4.32%	
TOTAL LAIF	143,427.01			**0.1%**
CASH	1,716,559.48			**0.9%**
TOTAL LIQUID	157,109,541.01		**79.24% Liquidity**	
GRAND TOTAL	**$ 198,268,664.27**			**100.0%**

INTEREST RECEIVED

Jan-Feb 2025	1,432,980.71	2/28/2025	Est. 4.25%
Oct-Nov-Dec 2024	2,242,974.49	12/31/2024	Est. 4.50%
July-Aug-Sept 2024	3,255,354.99	9/30/2024	7.56%
Apr-May-June 2024	1,868,644.08	6/30/2024	4.14%
Jan-Feb-Mar 2024	1,958,136.37	3/29/2024	4.44%
Oct-Nov-Dec 2023	1,710,187.05	12/29/2023	3.88%
July-Aug-Sept 2023	1,923,740.36	9/30/2023	4.73%
Apr-May-June 2023	1,765,358.48	6/30/2023	4.25%
Jan-Feb-March 2023	1,577,820.28	3/31/2023	3.94%
Oct-Nov-Dec 2022	624,102.61	12/30/2022	1.70%
Jul-Aug-Sept 2022	320,816.70	9/30/2022	0.94%
April-May-June 2022	224,510.51	6/30/2022	0.60%
Jan-Feb-Mar 2022	93,696.36	3/31/2022	0.19%

Note 1: US Wealth Management did the bond valuation.
Note 2: Liquidity (excluding RD LAIF accounts that are segregated) is 79.23%
Note 3: All investments comply with the Investment Policy and the Treasurer's Goals for Colusa County.
Note 4: There is sufficient liquidity to meet cash flow for the next 6 months.
Note 5: Interest will be reduced $25,000 at the end every quarter for treasury fee.
Note 6. Bonds with astrict (*) are callable
Note 7: Municipal Bonds are Government Entities within the State of California.
Note 8: COP Project funds are not managed by the Treasurer and not included in the County portfolio totals.

CINDY DILLARD
TREASURER-TAX COLLECTOR

Attachment: 02_25 Treasury Report (10270 : Treasurer's Monthly Investment Report)

COUNTY OF COLUSA, CA

4.1

Request For County Board of Supervisors Action

MEETING DATE: March 25, 2025

DEPARTMENT: Human Resources

FROM: Dar Rhodes

SUBJECT: **Approve salary range adjustments for the revised classification of Director of Public Works/Director of Airport Operations effective March 1, 2025 as follows: Director of Public Works/Director of Airport Operations (Licensed) from DH41 ($10,343-$16,954) to DH45 ($11,418-$18,717) for an incumbent holding a licensed Professional Civil Engineer and Director of Public Works/Director of Airport Operations (Unlicensed) remaining at DH41 ($10,343-$16,954).**

Approve salary range adjustments for the revised classification of Director of Public Works/Director of Airport Operations effective March 1, 2025 as follows: Director of Public Works/Director of Airport Operations (Licensed) from DH41 ($10,343-$16,954) to DH45 ($11,418-$18,717) for an incumbent holding a licensed Professional Civil Engineer and Director of Public Works/Director of Airport Operations (Unlicensed) remaining at DH41 ($10,343-$16,954).

Detailed Description/Background of request

In August of 2023, the County engaged the services of Catacutan Consulting, LLC, who conducted an independent assessment of the overall status of the County's current class and comp system. The assessment, which had two components - a countywide assessment (completed in October 2023) and a Department Head assessment (completed in December 2023) - had several focuses: One of which was to review the County's classifications and salaries and to address recruitment and retention issues, which was deemed a high priority.

The study established that several Department Head positions would require further assessment to ensure market parity. The Director of Public Works/Director of Airport Operations is one of those classifications that showed it was *below* market median. Utilizing our nine (9) comparable counties as comparators, the Director of Public Works/Director of Airport Operations salary is sitting 19.79% under market median for this position. However, it is important to note that 8 of our 9 comparable counties require a Professional Civil Engineer licensure

To that end, the topic of a licensed versus an unlicensed Director of Public Works has come up several times over the past six years, primarily because since 2019, the County was unable to hire a licensed candidate into the director position.

- On August 13, 2019 the Board approved establishment of a dual job classification for an unlicensed and a licensed Director of Public Works.

- Approximately one year later on September 15, 2020, in conjunction with moving airport operation responsibilities under the Director of Public Works, the Board approved a 5% increase to the base salary for the dual classification of licensed and unlicensed Director of Public Works/Director of Airport Operations.

- ~~One year after the 2020 change, on August 3, 2021, following the passage of special legislation to abolish the Office of the County Road Commissioner in Colusa County, the Board approved elimination of the engineering requirements and delegated the Road Commissioner duties to the Director of Public Works/Director of Airport Operations and then *removed* the Director of Public Works/Director of Airport Operations *licensed* job classification.~~

~~Because having an unlicensed Director of Public Works/Director of Airport Operations is unusual among our comparator counties and rather than contemplate and prepare changes for Board review, whenever there is a vacancy in this position, the Human Resources Department is recommending establishment of a Director of Public Works/Director of Airport Operations with a Licensed and an Unlicensed salary, similar to the 2020 request for modifications. To that end, we request establishing a licensed/unlicensed job classification of Director of Public Works/Director of Airport Operations and specifically request an adjustment to the salary for the licensed job class.~~

~~Subject to the fiscal limitations of the County, generally it is the County's desire to compensate employees at a level that is within approximately 5% of the market median salary for its comparable agencies. It is also important to perform an internal equity analysis to ensure this job classification is brought as close to market rate as reasonably possible without, unintentionally, causing a compaction domino effect that often occurs when pinpointing salaries against other similarly situated department director positions within the County.~~

~~In considering and analyzing internal equity impacts, and after careful analysis, HR recommends the Director of Public Works/Director of Airport Operations (Licensed) salary (set at DH41 [$10,343-$16,954] for the unlicensed class) be set at the job class salary rate of DH45 ($11,418-$18,717). While this does not seemingly meet the County's general compensation philosophy to compensate employees within 5% of market median salary rates, this 10% salary increase adjustment meets industry standards from internal equity perspective (pairing this salary with the Director of Behavioral Health Services and the Director of Health and Human Services classes).~~

~~There is however, a compaction note with this change: On February 27, 2024, the Board approved adding the title "County Engineer" to the Assistant Public Works Director job classification, which created a less than favorable compaction between the Director of Public Works/Director of Airport Operations (Unlicensed) and the Assistant job classes. It was noted, at that time, that should a subsequent Public Works Director~~

~~come into the County with an engineering license, staff will bring forward a classification modification for the Director. This change will resolve that concern by establishing the Director of Public Works/Director of Airport Operations (Licensed) job class to ensure proper compaction between two potential licensed engineering professionals.~~

~~Human Resources is recommending approval. Public Works has the funds to cover the increase and this position should be adjusted to adhere to the County's longstanding comp philosophy to compensate employees as close to market median as is practical, as well as to ensure efforts to retain and to competitively recruit competent public works candidates to Colusa County.~~

~~Prior Board Action~~

~~See history above. All staff reports are attached for your reference.~~

~~Fiscal Impact/Funding Source~~

~~Because we do not anticipate having a new Public Works Director in place before May 1, at the very earliest, the total cost of this request (including salary and benefits) may range from approximately $15,654 (if hired into Step 5 of our 15-step range) up to $30,272 (if hired into Step 15) for the 24/25 Fiscal Year.~~

~~For Fiscal Year 25/26, the total fiscal impacts of this equity adjustment may range from approximately $6,255 (if hired into Step 5 of our 15-step range) up to $90,814 (if hired into Step 15 of the range).~~

~~The Department plans to cover the increased cost through salary savings resulting from ongoing vacancies throughout the department.~~

~~Action for the Clerk~~

~~None~~

ATTACHMENTS:

- PW Director Comp Study Feb 2025 Updated 03132025 (XLSX)
- Director of Public Works Airport Operations DRAFT 03.25.25 (DOC)
- 08-13-19 Revised and New Classification for Licensed and Unlicensed Engineer as Public Works Director (PDF)
- 09-15-20 Revised Job Description and Salary Range for the Director of Public Works (PDF)
- 08-03-21 Revised Job Description for Asst Public Works Director and Director_Airport Operations (PDF)
- State of CA Streets & Highways Code Section 2006.3 (PDF)

Feb 21, 2025 - Dar Rhodes

Public Works Director

Surveyed Agency	Classification Title	Monthly Base Salary Minmum	Monthly Base Salary Maximum									Monthly Total Compensation
Colusa County	**Director of Public Works/Director of Airport Operations**	**$10,343**	**$13,243**									**$13,243**
Amador County	Public Works Director	$13,369	$13,369	Unlicensed, but job spec indicates engineering *license desirable*								$13,369
Butte County	Director of Public Works	$14,012	$16,954	Licensed, must have Certificate of Registration as a Professional Civil Engineer								$16,954
Glenn County	Public Works Director	$12,003	$14,591	Licensed, must have Certification; Unlicensed 6% lower than licensed class								$14,591
Lake County	Public Works Director	$12,080	$14,683	Licensed, must have Certificate of Registration as a Professional Civil Engineer								$14,683
Shasta County	Public Works Director	$13,828	$17,648	Licensed, must have Certificate of Registration as a Professional Civil Engineer								$17,648
Sutter County	Director of Development Services	$11,847	$15,864	Unlicensed, but oversees a broader array of Public Works-related responsibilities								$15,864
Tehama County	Director of Public Works	$12,768	$15,520	Licensed, must have Certificate of Registration as a Professional Civil Engineer								$15,520
Yolo County	Public Works Director	$13,837	$16,819	Licensed, must have Certificate of Registration as a Professional Civil Engineer								$16,819
Yuba County	Public Works Director	$12,379	$16,093	Licensed, must have Certificate of Registration as a Professional Civil Engineer								$16,093

Base Salary Median	**$15,864**
Base Salary Mean	**$15,727**
Percentage Above or Below Median	**-19.79%**
Percentage Above or Below Mean	**-18.76%**

Total Compensation Median	**$15,864**
Total Compensation Mean	**$15,727**
Percentage Above or Below Median	**-19.79%**
Percentage Above or Below Mean	**-18.76%**

Base Salary 45th Percentile	**$15,727**
Base Salary 55th Percentile	**$15,956**
Percentage Above or Below 45th Percentile	**-18.75%**
Percentage Above or Below 55th Percentile	**-20.48%**

Total Compensation 45th Percentile	**$15,727**
Total Compensation 55th Percentile	**$15,956**
Percentage Above or Below 45th Percentile	**-18.75%**
Percentage Above or Below 55th Percentile	**-20.48%**

Percentile of District class base salary within total labor market	**0.0%**

Percentile of District class total compensation within labor market	**0.0%**

Rank in Market	10
Number of Base Salary Matches	9

Rank in Market	10
Number of Total Compensation Matches	9

Attachment: PW Director Comp Study Feb 2025 Updated 03132025 (10363 : Approve Salary Range

COUNTY OF COLUSA

Established: 02/01/2011
Revised: 8/3/21, 9/15/20, 08/13/2019, 03/25/2025
Salary Ranges:
Licensed Engineer: ~~DH41~~DH45
Unlicensed: DH 41
FLSA: Exempt

DIRECTOR OF PUBLIC WORKS/ DIRECTOR OF AIRPORT OPERATIONS

POSITION PURPOSE:

Plans, directs, manages, and oversees the activities and operations of the Public Works Department including engineering, road and bridge maintenance, traffic control, landfill, equipment maintenance, and the County's transportation programs; serves as Floodplain Administrator, Executive Director of Transportation Commission, Executive Director of Transit Agency, Director of Airport Operations and if qualified and needed, may also serve as the County Surveyor; plans, directs, supervises, and coordinates the enforcement of the rules and regulations related to the airport operations; coordinates assigned activities with other County departments and outside agencies; provides highly responsible and complex administrative support to the Board of Supervisors.

SUPERVISION RECEIVED:

Receives general administrative direction from the County Administrative Officer.

SUPERVISION EXERCISED:

Exercises direct supervision over management, supervisory, professional, technical and clerical staff.

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 as an employer's representative.

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:

Attachment: Director of Public Works Airport Operations DRAFT 03.25.25 (10363 : Approve Salary Range Adjustments and Revised Job

1. Assumes full management responsibility for all Public Works Department services and activities including engineering, floodplain administration, road and bridge maintenance, traffic control, transit, and landfill operations; develops and administers policies and procedures.

2. Directs, oversees, and participates in the management of the airport operations.

3. Manages the development and implementation of Public Works Department goals, objectives, policies, and priorities for each assigned service area; establishes, within County policy, appropriate service and staffing levels; allocates resources accordingly.

4. Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of changes.

5. Represents the Public Works Department to other County departments, elected officials and outside agencies; explains and justifies Public Works Department programs, policies, and activities; negotiates and resolves sensitive, significant and controversial issues.

6. Selects, trains, and evaluates Public Works Department personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.

C. Other Job Specific Duties

1. Plans, directs, and coordinates Public Works Department's work plan; meets with management staff to identify and resolve problems; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures.

2. Manages and participates in the development and administration of the Public Works Department and airport operations budget; directs the forecast of additional funds; directs the monitoring of and approves expenditures; directs the preparation of and implement budgetary adjustments as necessary.

3. Coordinates Public Works Department activities with those of other departments and outside agencies and organizations; provides staff assistance to the Board of Supervisors; prepares and presents staff reports and other correspondence.

4. Participates in the most complex engineering projects; oversees the selection of outside contractors and consultants, reviews plans and specifications.

5. Participates on a variety of boards and commissions; attends and participates in professional group meetings.

6. Serves as Floodplain Administrator, Executive Director of Transportation Commission, Executive Director of Transit Authority, may serve if needed and qualified, as the County Surveyor.

Attachment: Director of Public Works Airport Operations DRAFT 03.25.25 (10363 : Approve Salary Range Adjustments and Revised Job

7. Responds to and resolves difficult and sensitive citizen inquiries and complaints.

8. Participates in various civic groups as a representative of the County.

9. 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:
Operational characteristics, services and activities of a comprehensive public works program.
Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
Modern and complex principles and practices of program development and administration.
Principles and practices of civil engineering.
Principles and practices of floodplain administration.
Principles and practices of surveying.
Principles and practices of airport operations.
Principles and practices of road and bridge construction and maintenance.
Environmental laws.
Solid waste management.
Advanced principles and practices of budget preparation and administration.
Principles of supervision, training and performance evaluations.
Federal, state, and local laws, codes and regulations.
Modern office procedures and equipment including computers.

Ability to:
Plan, organize, direct and coordinate the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility.
Select, supervise, train and evaluate staff.
Provide administrative and professional leadership and direction for the Public Works Department.
Identify and respond to community and Board of Supervisors, Transportation Commission and Transit Agency Board, issues, concerns and needs.
Develop, implement and administer goals, objectives, and procedures for providing effective and efficient public works services.
Prepare and administer large and complex budgets; allocate limited resources in a cost effective manner.
Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
Research, analyze, and evaluate new service delivery methods, procedures and techniques.
Prepare clear and concise administrative and financial reports.
Interpret and apply federal, state, and local policies, procedures, laws and regulations.
Establish and maintain effective working relationships with those contacted in the course of work including County and other government officials, community groups, the general public, and media representatives.
Communicate effectively verbally and in writing.

Attachment: Director of Public Works Airport Operations DRAFT 03.25.25 (10363 : Approve Salary Range Adjustments and Revised Job

Work with accuracy and attention to detail.
Operate and use modern office equipment.
Effectively organize and prioritize assigned work.
Ability to review, approve, and sign engineering plans and specifications (if licensed).

EDUCATION AND EXPERIENCE:
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. A typical way to obtain the knowledge and abilities would be:

A. Public Works Director/ Director of Airport Operations:

Seven (7) years of increasingly responsible public works experience including three (3) years of administrative and supervisory responsibility and 120 units from an accredited college or university with major course work in engineering, business, management, or a related field.

OR

Nine (9) years of increasingly responsible public works experience including three (3) years of administrative and supervisory responsibility and 60 units from an accredited college or university with major course work in engineering, business, management, or a related field.

Additional combinations of education and experience may be considered.

License or Certificate

Possession of, or ability to obtain a valid State of California driver's license and an acceptable driving record.

Certificate of Registration as a professional Civil Engineer in the State of California, preferred.

Land surveying license in the State of California, preferred.

It is expected that the incumbent for the Director position will successfully complete the one-week course and exam to attain a Floodplain Manager Certification, within one year of appointment.

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 moderate.*
- *Hazards are minimal.*
- *Occasionally works around machinery having moving parts.*

Attachment: Director of Public Works Airport Operations DRAFT 03.25.25 (10363 : Approve Salary Range Adjustments and Revised Job

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.*
- *Walk, stand, 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.*

Job descriptions are written as a general representative list of the essential duties performed by a job class. They cannot include nor are they intended to include all duties and essential duties performed by all positions occupying a class.

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: Director of Public Works Airport Operations DRAFT 03.25.25 (10363 : Approve Salary Range Adjustments and Revised Job

COUNTY OF COLUSA, CA

3.2

Request For County Board of Supervisors Action

MEETING DATE:	**August 13, 2019**
DEPARTMENT:	**Human Resources**
FROM:	**Patricia Leland**
SUBJECT:	**Revised and New Classification for Licensed and Unlicensed Engineer as Public Works Director**

A. Adopt revised job title of the Director of Public Works to the Director of Public Works-Licensed Engineer.
B. Approve the creation of the new classification of Director of Public Works-Unlicensed, at Salary Range DH40 ($8,770 - $11,229 per mo.), and allocate it to the Appointed Department Heads Unit.
C. Adopt revised job description for the Director of Public Works-Licensed Engineer and Director of Public Works-Unlicensed to be two classifications with some different duties and different minimum qualifications and pay ranges.
D. Revise the budgeted Director of Public Works position to be flexibly staffed as either Director of Public Works - Licensed Engineer or Director of Public Works - Unlicensed.
E. Amend the Position Allocation Schedule for the Public Works Department with the above changes.

Detailed Description/Background of request

In preparation for the recruitment of the vacant Public Works Director, the recruitment strategy and job description were reviewed. It is anticipated the recruitment will be more challenging than most directors and the County would like to be able consider a broader pool of candidates if a qualified Professional Civil Engineer is not found that meets the County's needs.

Currently, the Public Works Director is the only California Licensed Professional Civil Engineer in the County. The prior Director estimated that approximately 1/2 of his time was spent as an Engineer, including his role in the ongoing floodplain management and FEMA re-mapping that is still years away from being completed. This position is also the County's Floodplain Administrator, so a Floodplain Manager Certification has been included to be obtained within the first year. The prior Director completed the certification course at the recommendation of FEMA, and he found it to be important for this position.

The salary is currently at the Market Median for our 9 comparable counties and is set for a Department Head who is also a California Licensed Professional Civil Engineer. It is recommended to create a second classification of Public Works Director-Unlicensed, to

Attachment: 08-13-19 Revised and New Classification for Licensed and Unlicensed

provide for the management of the department, but without the engineering requirement, or duties. It is recommended that the new unlicensed classification be set at least 10% below the existing salary range of DH44 ($9,682 - $12,397 per mo.), which would be DH40 ($8,770 - $11,229 per mo.).

The job description has both classifications and separates the specific engineer functions, qualifications and pay range. Attached are the red-line and final versions of the revised description.

Prior Board Action

The classification was last established or revised on February 1, 2011.

Fiscal Impact/Funding Source

There are no additional fiscal impacts associated with this recommendation, if the position were filled at the Unlicensed classification, there could be a salary savings as the range is 10% less.

Action for the Clerk

None

ATTACHMENTS:

- Job Desc -Director Public Works PE and No PE FINAL 8-6-19 (DOC)
- Job Desc -Director Public Works PE and No PE FINAL Red-line 8-6-19 (DOC)

Attachment: 08-13-19 Revised and New Classification for Licensed and Unlicensed Engineer as Public Works Director (10363 : Approve Salary Range Adjustments and Revised Job Classification for the Director of Public

COUNTY OF COLUSA

Established: 02/01/2011
Revised: DRAFT
Salary Ranges: Licensed Engineer DH44
Unlicensed DH40
FLSA: Exempt

DIRECTOR OF PUBLIC WORKS - Licensed Engineer
DIRECTOR OF PUBLIC WORKS - Unlicensed

POSITION PURPOSE:

Plans, directs, manages, and oversees the activities and operations of the Public Works Department including engineering, road and bridge maintenance, traffic control, landfill, equipment maintenance, and the County's transportation programs; serves as Floodplain Administrator, Executive Director of Transportation Commission, Executive Director of Transit Agency, and if qualified, serves as Road Commissioner and County Engineer, may also serve if needed and qualified, as the County Surveyor; coordinates assigned activities with other County departments and outside agencies; provides highly responsible and complex administrative support to the Board of Supervisors.

SUPERVISION RECEIVED:

Receives general administrative direction from the County Administrative Officer.

SUPERVISION EXERCISED:

Exercises direct supervision over management, supervisory, professional, technical and clerical staff.

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 as an employer's representative.

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. Assumes full management responsibility for all Public Works Department services and activities including engineering, floodplain administration, road and bridge maintenance,

Attachment: Job Desc - Director Public Works PE and No PE FINAL 8-6-19 (5967 : Director of Public Works class PE/No PE option and Job Desc
Attachment: 08-13-19 Revised and New Classification for Licensed and Unlicensed Engineer as Public Works Director (10363 : Approve Salary

traffic control, transit, and landfill operations; develops and administers policies and procedures.

2. Manages the development and implementation of Public Works Department goals, objectives, policies, and priorities for each assigned service area; establishes, within County policy, appropriate service and staffing levels; allocates resources accordingly.

3. Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of changes.

4. Represents the Public Works Department to other County departments, elected officials and outside agencies; explains and justifies Public Works Department programs, policies, and activities; negotiates and resolves sensitive, significant and controversial issues.

5. Selects, trains, and evaluates Public Works Department personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.

C. Other Job Specific Duties

1. Plans, directs, and coordinates Public Works Department's work plan; meets with management staff to identify and resolve problems; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures.

2. Manages and participates in the development and administration of the Public Works Department budget; directs the forecast of additional funds; directs the monitoring of and approves expenditures; directs the preparation of and implement budgetary adjustments as necessary.

3. Coordinates Public Works Department activities with those of other departments and outside agencies and organizations; provides staff assistance to the Board of Supervisors; prepares and presents staff reports and other correspondence.

4. Participates in the most complex engineering projects; oversees the selection of outside contractors and consultants, reviews plans and specifications, and when the incumbent is a licensed Professional Civil Engineer, approves them.

5. Participates on a variety of boards and commissions; attends and participates in professional group meetings.

6. Serves as Floodplain Administrator, Executive Director of Transportation Commission, Executive Director of Transit Authority, and if qualified, serves as Road Commissioner and County Engineer; may also serve if needed and qualified, as the County Surveyor.

7. Signs completed and acceptable plans, when a licensed Professional Civil Engineer.

8. Responds to and resolves difficult and sensitive citizen inquiries and complaints.

Attachment: Job Desc -Director Public Works PE and No PE FINAL 8-6-19 (5267 : Director of Public Works class PE/No PE option and Job Desc
Attachment: 08-13-19 Revised and New Classification for Licensed and Unlicensed Engineer as Public Works Director (10363 : Approve Salary

9. Participates in various civic groups as a representative of the County.

10. 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.

DIRECTOR OF PUBLIC WORKS – Licensed Engineer and
DIRECTOR OF PUBLIC WORKS - Unlicensed

Knowledge of:
Operational characteristics, services and activities of a comprehensive public works program.
Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
Modern and complex principles and practices of program development and administration.
Principles and practices of civil engineering.
Principles and practices of floodplain administration.
Principles and practices of surveying.
Principles and practices of road and bridge construction and maintenance.
Environmental laws.
Solid waste management.
Advanced principles and practices of budget preparation and administration.
Principles of supervision, training and performance evaluations.
Federal, state, and local laws, codes and regulations.
Modern office procedures and equipment including computers.

Ability to:
Plan, organize, direct and coordinate the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility.
Select, supervise, train and evaluate staff.
Provide administrative and professional leadership and direction for the Public Works Department.
Identify and respond to community and Board of Supervisors, Transportation Commission and Transit Agency Board, issues, concerns and needs.
Develop, implement and administer goals, objectives, and procedures for providing effective and efficient public works services.
Prepare and administer large and complex budgets; allocate limited resources in a cost effective manner.
Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
Research, analyze, and evaluate new service delivery methods, procedures and techniques.
Prepare clear and concise administrative and financial reports.
Interpret and apply federal, state, and local policies, procedures, laws and regulations.
Establish and maintain effective working relationships with those contacted in the course of work including County and other government officials, community groups, the general public, and media representatives.
Communicate effectively verbally and in writing.

Attachment: Job Desc -Director Public Works PE and No PE FINAL 8-6-19 (5267 : Director of Public Works class PE/No PE option and Job Desc
Attachment: 08-13-19 Revised and New Classification for Licensed and Unlicensed Engineer as Public Works Director (10363 : Approve Salary

Work with accuracy and attention to detail.
Operate and use modern office equipment.
Effectively organize and prioritize assigned work.

Public Works Director – Licensed Engineer also requires:
Ability to review and approve engineering plans and specifications.

EDUCATION AND EXPERIENCE:
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. A typical way to obtain the knowledge and abilities would be:

A. Public Works Director – Licensed Engineer:

Bachelor's Degree with major course work in civil engineering or a related field and five (5) years of increasingly responsible public works and engineering experience including three (3) years of administrative and supervisory responsibility.

Certificate of Registration as a professional civil engineer in the State of California. Land Surveying license in the State of California, preferred.

B. Public Works Director – Unlicensed:

Seven (7) years of increasingly responsible public works experience including three (3) years of administrative and supervisory responsibility and 120 units from an accredited college or university with major course work in engineering, business, management, or a related field.

OR

Nine (9) years of increasingly responsible public works experience including three (3) years of administrative and supervisory responsibility and 60 units from an accredited college or university with major course work in engineering, business, management, or a related field.

Additional combinations of education and experience may be considered.

License or Certificate

Possession of, or ability to obtain a valid State of California driver's license and an acceptable driving record.

It is expected that the incumbent for the Director position will successfully complete the one week course and exam to attain a Floodplain Manager Certification, within one year of appointment

Attachment: Job Desc -Director Public Works PE and No PE FINAL 8-6-19 (5267 : Director of Public Works class PE/No PE option and Job Desc
Attachment: 08-13-19 Revised and New Classification for Licensed and Unlicensed Engineer as Public Works Director (10363 : Approve Salary

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 moderate.*
- *Hazards are minimal.*
- *Occasionally works around machinery having moving parts.*

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.*
- *Walk, stand, 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.*

Job descriptions are written as a general representative list of the essential duties performed by a job class. They cannot include nor are they intended to include all duties and essential duties performed by all positions occupying a class.

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: Job Desc -Director Public Works PE and No PE FINAL 8-6-19 (5267 : Director of Public Works class PE/No PE option and Job Desc
Attachment: 08-13-19 Revised and New Classification for Licensed and Unlicensed Engineer as Public Works Director (10363 : Approve Salary

COUNTY OF COLUSA

Established: 02/01/2011
Revised: DRAFT
Salary Ranges: Licensed Engineer DH44
Unlicensed DH40
FLSA: Exempt

DIRECTOR OF PUBLIC WORKS - Licensed Engineer
DIRECTOR OF PUBLIC WORKS - Unlicensed

POSITION PURPOSE:

Plans, directs, manages, and oversees the activities and operations of the Public Works Department including engineering, road and bridge maintenance, traffic control, landfill, equipment maintenance, and the County's transportation programs; serves as Floodplain Administrator, Executive Director of Transportation Commission, Executive Director of Transit Agency, and if qualified, serves as Road Commissioner and County Engineer, may also serve if needed and qualified, as the County Surveyor; ~~District Engineer for the Flood Control District;~~ coordinates assigned activities with other County departments and outside agencies; provides highly responsible and complex administrative support to the Board of Supervisors.

SUPERVISION RECEIVED:

Receives general administrative direction from the ~~Board of Supervisors~~County Administrative Officer.

SUPERVISION EXERCISED:

Exercises direct supervision over management, supervisory, professional, technical and clerical staff.

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 as~~to~~ an employer's representative~~s~~.

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:

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Attachment: Job Desc -Director Public Works PE and No PE FINAL Red-line 8-6-19 (5267 : Director of Public Works class PE/No PE option and
Attachment: 08-13-19 Revised and New Classification for Licensed and Unlicensed Engineer as Public Works Director (10363 : Approve Salary

1. Assumes full management responsibility for all Public Works Department services and activities including engineering, floodplain administration, road and bridge maintenance, traffic control, transit, and landfill operations; develops and administers policies and procedures.

2. Manages the development and implementation of Public Works Department goals, objectives, policies, and priorities for each assigned service~~s~~ area; establishes, within County policy, appropriate service and staffing levels; allocates resources accordingly.

3. Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of changes.

4. Represents the Public Works Department to other County departments, elected officials and outside agencies; explains and justifies Public Works Department programs, policies, and activities; negotiates and resolves sensitive, significant and controversial issues.

5. Selects, trains, and evaluates Public Works Department personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.

C. Other Job Specific Duties

1. Plans, directs, and coordinates Public Works Department's work plan; meets with management staff to identify and resolve problems; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures.

2. Manages and participates in the development and administration of the Public Works Department budget; directs the forecast of additional funds; directs the monitoring of and approves expenditures; directs the preparation of and implement budgetary adjustments as necessary.

3. Coordinates Public Works Department activities with those of other departments and outside agencies and organizations; provides staff assistance to the Board of Supervisors; prepares and presents staff reports and other correspondence.

4. Participates in the most complex engineering projects; oversees the selection of outside contractors and consultants, reviews plans and specifications, and when the incumbent is a licensed Professional Civil Engineer, ~~and~~ approves them ~~plans and specifications; oversees the selection of outside contractors and consultants.~~

5. Participates on a variety of boards and commissions; attends and participates in professional group meetings.

6. Serves as Floodplain Administrator, Executive Director of Transportation Commission, Executive Director of Transit Authority, and if qualified, serves as Road Commissioner and County Engineer; may also serve if needed and qualified, as the County Surveyor. ~~County~~

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Attachment: Job Desc -Director Public Works PE and No PE FINAL Red-line 8-6-19 (5967 : Director of Public Works class PE/No PE option and
Attachment: 08-13-19 Revised and New Classification for Licensed and Unlicensed Engineer as Public Works Director (10363 : Approve Salary

~~Engineer, County Surveyor, County Road Commissioner, and Executive Director to the Transportation Commission.~~

7. Signs completed and acceptable plans, when a licensed Professional Civil Engineer.
8. Responds to and resolves difficult and sensitive citizen inquiries and complaints.
9. Participates in various civic groups as a representative of the County.
10. 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.

DIRECTOR OF PUBLIC WORKS – Licensed Engineer and
DIRECTOR OF PUBLIC WORKS - Unlicensed

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Knowledge of:

Operational characteristics, services and activities of a comprehensive public works program.
Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
Modern and complex principles and practices of program development and administration.
Principles and practices of civil engineering.
Principles and practices of floodplain administration.
Principles and practices of surveying.
Principles and practices of road and bridge construction and maintenance.
Environmental laws.
Solid waste management.
Advanced principles and practices of budget preparation and administration.
Principles of supervision, training and performance evaluations.
Federal, state, and local laws, codes and regulations.
Modern office procedures and equipment including computers.

Ability to:

Plan, organize, direct and coordinate the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility.
Select, supervise, train and evaluate staff.
Provide administrative and professional leadership and direction for the Public Works Department.
Identify and respond to community and Board of Supervisors, ~~Commissioners~~Board of ~~Supervisors,~~ Transportation Commission and Transit Agency Board, issues, concerns and needs.
Develop, implement and administer goals, objectives, and procedures for providing effective and efficient public works services.
Prepare and administer large and complex budgets; allocate limited resources in a cost effective manner.
Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
Research, analyze, and evaluate new service delivery methods, procedures and techniques.

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Attachment: 08-13-19 Revised and New Classification for Licensed and Unlicensed Engineer as Public Works Director (10363 : Approve Salary

Prepare clear and concise administrative and financial reports.
Interpret and apply federal, state, and local policies, procedures, laws and regulations.
Establish and maintain effective working relationships with those contacted in the course of work including County and other government officials, community groups, the general public, and media representatives.
Communicate effectively verbally and in writing.
Work with accuracy and attention to detail.
Operate and use modern office equipment.
Effectively organize and prioritize assigned work.

Public Works Director – Licensed Engineer also requires:
Ability to review and approve engineering plans and specifications.

EDUCATION AND EXPERIENCE:
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. A typical way to obtain the knowledge and abilities would be:

A. Public Works Director – Licensed Engineer:

Bachelor's Degree with major course work in civil engineering or a related field and five~~Seven~~ (5~~7~~) years of increasingly responsible public works and engineering experience including three (3) years of administrative and supervisory responsibility.

- ~~A valid State of California driver's license and an acceptable driving record.~~

Certificate of Registration as a professional civil engineer in the State of California.
Land Surveying license in the State of California, preferred.

B. Public Works Director – Unlicensed:

Seven (7) years of increasingly responsible public works experience including three (3) years of administrative and supervisory responsibility and 120 units from an accredited college or university with major course work in engineering, business, management, or a related field.

OR

Nine (9) years of increasingly responsible public works experience including three (3) years of administrative and supervisory responsibility and 60 units from an accredited college or university with major course work in engineering, business, management, or a related field.

Additional combinations of education and experience may be considered.

License or Certificate

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Attachment: Job Desc -Director Public Works PE and No PE FINAL Red-line 8-6-19 (5267 : Director of Public Works class PE/No PE option and
Attachment: 08-13-19 Revised and New Classification for Licensed and Unlicensed Engineer as Public Works Director (10363 : Approve Salary

Possession of, or ability to obtain a valid State of California driver's license and an acceptable driving record.

It is expected that the incumbent for the Director position will successfully complete the one week course and exam to attain a Floodplain Manager Certification, within one year of appointment

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 moderate.*
- *Hazards are minimal.*
- *Occasionally works around machinery having moving parts.*

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.*
- *Walk, stand, 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.*

~~***Disclaimer:***~~ *Job descriptions include* ~~*are written as*~~ *a general representative list of the* ~~*ADA*~~ *essential duties performed by a job class. They cannot include nor are they intended to include all duties and essential duties performed by all positions occupying a class.*

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.

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Attachment: 08-13-19 Revised and New Classification for Licensed and Unlicensed Engineer as Public Works Director (10363 : Approve Salary

COUNTY OF COLUSA, CA **4.2**

Request For County Board of Supervisors Action

MEETING DATE:	**September 15, 2020**
DEPARTMENT:	**Human Resources**
FROM:	**David Prentice**
SUBJECT:	**Revised Job Description and Salary Range for the Director of Public Works**

Approve revised job description for the Director of Public Works/Director of Airport Operations - Licensed Engineer and the Director of Public Works/Director of Airport Operations - Unlicensed, effective November 1, 2020. **Further,**

Approve the salary range change for the Director of Public Works/Director of Airport Operations - Licensed Engineer from DH Range 44 ($9,934 - $12,720) to DH Range 45 ($10,183 - $13,038) and the salary range change for the Director of Public Works/Director of Airport Operations - Unlicensed from DH Range 40 ($8,999 - $11,521) to DH Range 41 ($9,224 - $11,810), effective November 1, 2020.

Detailed Description/Background of request

In preparation for the recruitment for the recently vacated Agricultural Commissioner/Sealer of Weights & Measures/Director of Air Quality Standards/Director of Migrant Housing Program/Director of Airport Operations, the job description was reviewed. It was determined that in order to better meet the needs of the department, the Airport Operations responsibilities currently assigned to the Agricultural Commissioner should be assigned to the Director of Public Works (Licensed Engineer or Unlicensed).

The request to move the Airport oversight to the Public Works Department will be presented to the Board at a future date.

Due to the shift in Airport responsibilities from the Agricultural Commissioner to the Director of Public Works, it is recommended to set the salary range for the Director of Public Works/Director of Airport Operations - Licensed Engineer at DH Range 45 ($10,183 - $13,038); and the salary range for the Director of Public Works/Director of Airport Operations - Unlicensed at DH Range 41 ($9,224 - $11,810), which will place the Director of Public Works/Airport Operations classification (Licensed Engineer or Unlicensed) approximately 5% above market median.

Attached are the red-line and final versions of the job description.

Prior Board Action

Attachment: 09-15-20 Revised Job Description and Salary Range for the Director of Public Works (10363 : Approve Salary Range Adjustments

None

Fiscal Impact/Funding Source
The salary only fiscal impact for this recommendation is $2,140 for the 20/21 Fiscal Year

Action for the Clerk
None

ATTACHMENTS:

- FINAL - Director of Public Works (DOC)
- RED-LINE - Director of Public Works BOS 8.13.19 (DOC)

Attachment: 09-15-20 Revised Job Description and Salary Range for the Director of

COUNTY OF COLUSA

Established: 02/01/2011
Revised: TBD, 08/13/2019
Salary Ranges: Licensed Engineer DH44
Unlicensed DH40
FLSA: Exempt

DIRECTOR OF PUBLIC WORKS/ DIRECTOR OF AIRPORT OPERATIONS - Licensed Engineer

DIRECTOR OF PUBLIC WORKS/ DIRECTOR OF AIRPORT OPERATIONS - Unlicensed

POSITION PURPOSE:

Plans, directs, manages, and oversees the activities and operations of the Public Works Department including engineering, road and bridge maintenance, traffic control, landfill, equipment maintenance, and the County's transportation programs; serves as Floodplain Administrator, Executive Director of Transportation Commission, Executive Director of Transit Agency, Director of Airport Operations and if qualified, serves as Road Commissioner and County Engineer, may also serve if needed and qualified, as the County Surveyor; plans, directs, supervises, and coordinates the enforcement of the rules and regulations related to the airport operations; coordinates assigned activities with other County departments and outside agencies; provides highly responsible and complex administrative support to the Board of Supervisors.

SUPERVISION RECEIVED:

Receives general administrative direction from the County Administrative Officer.

SUPERVISION EXERCISED:

Exercises direct supervision over management, supervisory, professional, technical and clerical staff.

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 as an employer's representative.

2. Provides courteous and timely service to the public as the ultimate employer.

3. Works cooperatively with other county employees.

Attachment: FINAL - Director of Public Works (6062 : Revised Job Description and Salary Range for the Director of Public Works)
Attachment: 09-15-20 Revised Job Description and Salary Range for the Director of Public Works (10363 : Approve Salary Range Adjustments

B. Essential Job Specific Duties:

1. Assumes full management responsibility for all Public Works Department services and activities including engineering, floodplain administration, road and bridge maintenance, traffic control, transit, and landfill operations; develops and administers policies and procedures.

2. Directs, oversees, and participates in the management of the airport operations.

3. Manages the development and implementation of Public Works Department goals, objectives, policies, and priorities for each assigned service area; establishes, within County policy, appropriate service and staffing levels; allocates resources accordingly.

4. Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of changes.

5. Represents the Public Works Department to other County departments, elected officials and outside agencies; explains and justifies Public Works Department programs, policies, and activities; negotiates and resolves sensitive, significant and controversial issues.

6. Selects, trains, and evaluates Public Works Department personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.

C. Other Job Specific Duties

1. Plans, directs, and coordinates Public Works Department's work plan; meets with management staff to identify and resolve problems; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures.

2. Manages and participates in the development and administration of the Public Works Department and airport operations budget; directs the forecast of additional funds; directs the monitoring of and approves expenditures; directs the preparation of and implement budgetary adjustments as necessary.

3. Coordinates Public Works Department activities with those of other departments and outside agencies and organizations; provides staff assistance to the Board of Supervisors; prepares and presents staff reports and other correspondence.

4. Participates in the most complex engineering projects; oversees the selection of outside contractors and consultants, reviews plans and specifications, and when the incumbent is a licensed Professional Civil Engineer, approves them.

5. Participates on a variety of boards and commissions; attends and participates in professional group meetings.

Attachment: FINAL - Director of Public Works (6062 : Revised Job Description and Salary Range for the Director of Public Works)
Attachment: 09-15-20 Revised Job Description and Salary Range for the Director of Public Works (10363 : Approve Salary Range Adjustments

6. Serves as Floodplain Administrator, Executive Director of Transportation Commission, Executive Director of Transit Authority, and if qualified, serves as Road Commissioner and County Engineer; may also serve if needed and qualified, as the County Surveyor.

7. Signs completed and acceptable plans, when a licensed Professional Civil Engineer.

8. Responds to and resolves difficult and sensitive citizen inquiries and complaints.

9. Participates in various civic groups as a representative of the County.

10. 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.

Director of Public Works/ Director of Airport Operations– Licensed Engineer and

Director of Public Works/ Director of Airport Operations - Unlicensed

Knowledge of:
Operational characteristics, services and activities of a comprehensive public works program.
Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
Modern and complex principles and practices of program development and administration.
Principles and practices of civil engineering.
Principles and practices of floodplain administration.
Principles and practices of surveying.
Principles and practices of airport operations.
Principles and practices of road and bridge construction and maintenance.
Environmental laws.
Solid waste management.
Advanced principles and practices of budget preparation and administration.
Principles of supervision, training and performance evaluations.
Federal, state, and local laws, codes and regulations.
Modern office procedures and equipment including computers.

Ability to:
Plan, organize, direct and coordinate the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility.
Select, supervise, train and evaluate staff.
Provide administrative and professional leadership and direction for the Public Works Department.
Identify and respond to community and Board of Supervisors, Transportation Commission and Transit Agency Board, issues, concerns and needs.
Develop, implement and administer goals, objectives, and procedures for providing effective and efficient public works services.
Prepare and administer large and complex budgets; allocate limited resources in a cost effective manner.

Attachment: FINAL - Director of Public Works (6062 : Revised Job Description and Salary Range for the Director of Public Works)
Attachment: 09-15-20 Revised Job Description and Salary Range for the Director of Public Works (10363 : Approve Salary Range Adjustments

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
Research, analyze, and evaluate new service delivery methods, procedures and techniques.
Prepare clear and concise administrative and financial reports.
Interpret and apply federal, state, and local policies, procedures, laws and regulations.
Establish and maintain effective working relationships with those contacted in the course of work including County and other government officials, community groups, the general public, and media representatives.
Communicate effectively verbally and in writing.
Work with accuracy and attention to detail.
Operate and use modern office equipment.
Effectively organize and prioritize assigned work.

Public Works Director/Director of Airport Operations – Licensed Engineer also requires:
Ability to review and approve engineering plans and specifications.

EDUCATION AND EXPERIENCE:
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. A typical way to obtain the knowledge and abilities would be:

A. Public Works Director/ Director of Airport Operations – Licensed Engineer:

Bachelor's Degree with major course work in civil engineering or a related field and five (5) years of increasingly responsible public works and engineering experience including three (3) years of administrative and supervisory responsibility.

Certificate of Registration as a professional civil engineer in the State of California.
Land Surveying license in the State of California, preferred.

B. Public Works Director/ Director of Airport Operations – Unlicensed:

Seven (7) years of increasingly responsible public works experience including three (3) years of administrative and supervisory responsibility and 120 units from an accredited college or university with major course work in engineering, business, management, or a related field.

OR

Nine (9) years of increasingly responsible public works experience including three (3) years of administrative and supervisory responsibility and 60 units from an accredited college or university with major course work in engineering, business, management, or a related field.

Additional combinations of education and experience may be considered.

License or Certificate

Attachment: FINAL - Director of Public Works (6062 : Revised Job Description and Salary Range for the Director of Public Works)
Attachment: 09-15-20 Revised Job Description and Salary Range for the Director of Public Works (10363 : Approve Salary Range Adjustments

Possession of, or ability to obtain a valid State of California driver's license and an acceptable driving record.

It is expected that the incumbent for the Director position will successfully complete the one week course and exam to attain a Floodplain Manager Certification, within one year of appointment

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 moderate.*
- *Hazards are minimal.*
- *Occasionally works around machinery having moving parts.*

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.*
- *Walk, stand, 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.*

Job descriptions are written as a general representative list of the essential duties performed by a job class. They cannot include nor are they intended to include all duties and essential duties performed by all positions occupying a class.

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: FINAL - Director of Public Works (6062 : Revised Job Description and Salary Range for the Director of Public Works)
Attachment: 09-15-20 Revised Job Description and Salary Range for the Director of Public Works (10363 : Approve Salary Range Adjustments

Attachment: 09-15-20 Revised Job Description and Salary Range for the Director of Public Works (10363 : Approve Salary Range Adjustments
Attachment: RFDJ INF - Director of Public Works BOS 8.13.19 (6062 : Revised Job Description and Salary Range for the Director of Public

COUNTY OF COLUSA

Established: 02/01/2011
Revised: 08/13/2019
Salary Ranges: Licensed Engineer DH44
Unlicensed DH40
FLSA: Exempt

DIRECTOR OF PUBLIC WORKS/ DIRECTOR OF AIRPORT OPERATIONS - Licensed Engineer

DIRECTOR OF PUBLIC WORKS/ DIRECTOR OF AIRPORT OPERATIONS - Unlicensed

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POSITION PURPOSE:

Plans, directs, manages, and oversees the activities and operations of the Public Works Department including engineering, road and bridge maintenance, traffic control, landfill, equipment maintenance, and the County's transportation programs; serves as Floodplain Administrator, Executive Director of Transportation Commission, Executive Director of Transit Agency, Director of Airport Operations and if qualified, serves as Road Commissioner and County Engineer, may also serve if needed and qualified, as the County Surveyor; plans, directs, supervises, and coordinates the enforcement of the rules and regulations related to the airport operations; coordinates assigned activities with other County departments and outside agencies; provides highly responsible and complex administrative support to the Board of Supervisors.

SUPERVISION RECEIVED:

Receives general administrative direction from the County Administrative Officer.

SUPERVISION EXERCISED:

Exercises direct supervision over management, supervisory, professional, technical and clerical staff.

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 as an employer's representative.

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. Assumes full management responsibility for all Public Works Department services and activities including engineering, floodplain administration, road and bridge maintenance, traffic control, transit, and landfill operations; develops and administers policies and procedures.

~~1.~~ 2 Directs, oversees, and participates in the management of the airport operations.

~~2.~~ 3 Manages the development and implementation of Public Works Department goals, objectives, policies, and priorities for each assigned service area; establishes, within County policy, appropriate service and staffing levels; allocates resources accordingly.

4. Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of changes.

~~3.~~

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~~4.~~ 5 Represents the Public Works Department to other County departments, elected officials and outside agencies; explains and justifies Public Works Department programs, policies, and activities; negotiates and resolves sensitive, significant and controversial issues.

~~5.~~ 6 Selects, trains, and evaluates Public Works Department personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.

C. Other Job Specific Duties

1. Plans, directs, and coordinates Public Works Department's work plan; meets with management staff to identify and resolve problems; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures.

2. Manages and participates in the development and administration of the Public Works Department and airport operations budget; directs the forecast of additional funds; directs the monitoring of and approves expenditures; directs the preparation of and implement budgetary adjustments as necessary.

3. Coordinates Public Works Department activities with those of other departments and outside agencies and organizations; provides staff assistance to the Board of Supervisors; prepares and presents staff reports and other correspondence.

4. Participates in the most complex engineering projects; oversees the selection of outside contractors and consultants, reviews plans and specifications, and when the incumbent is a licensed Professional Civil Engineer, approves them.

5. Participates on a variety of boards and commissions; attends and participates in professional group meetings.

Attachment: RFDLINE - Director of Public Works BOS 8.13.19 (6062 : Revised Job Description and Salary Range for the Director of Public
Attachment: 09-15-20 Revised Job Description and Salary Range for the Director of Public Works (10363 : Approve Salary Range Adjustments

6. Serves as Floodplain Administrator, Executive Director of Transportation Commission, Executive Director of Transit Authority, and if qualified, serves as Road Commissioner and County Engineer; may also serve if needed and qualified, as the County Surveyor.

~~6~~ 7. Signs completed and acceptable plans, when a licensed Professional Civil Engineer.

~~7~~ 8. Responds to and resolves difficult and sensitive citizen inquiries and complaints.

~~8~~ 9. Participates in various civic groups as a representative of the County.

~~9~~ 10. 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.

Director of Public Works/ Director of Airport Operations– Licensed Engineer and

Director of Public Works/ Director of Airport Operations - Unlicensed

Knowledge of:
Operational characteristics, services and activities of a comprehensive public works program.
Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
Modern and complex principles and practices of program development and administration.
Principles and practices of civil engineering.
Principles and practices of floodplain administration.
Principles and practices of surveying.
Principles and practices of airport operations.
Principles and practices of road and bridge construction and maintenance.
Environmental laws.
Solid waste management.
Advanced principles and practices of budget preparation and administration.
Principles of supervision, training and performance evaluations.
Federal, state, and local laws, codes and regulations.
Modern office procedures and equipment including computers.

Ability to:
Plan, organize, direct and coordinate the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility.
Select, supervise, train and evaluate staff.
Provide administrative and professional leadership and direction for the Public Works Department.
Identify and respond to community and Board of Supervisors, Transportation Commission and Transit Agency Board, issues, concerns and needs.
Develop, implement and administer goals, objectives, and procedures for providing effective and efficient public works services.

Attachment: RFDLINE - Director of Public Works BOS 8.13.19 (6062 : Revised Job Description and Salary Range for the Director of Public
Attachment: 09-15-20 Revised Job Description and Salary Range for the Director of Public Works (10363 : Approve Salary Range Adjustments

Prepare and administer large and complex budgets; allocate limited resources in a cost effective manner.
Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
Research, analyze, and evaluate new service delivery methods, procedures and techniques.
Prepare clear and concise administrative and financial reports.
Interpret and apply federal, state, and local policies, procedures, laws and regulations.
Establish and maintain effective working relationships with those contacted in the course of work including County and other government officials, community groups, the general public, and media representatives.
Communicate effectively verbally and in writing.
Work with accuracy and attention to detail.
Operate and use modern office equipment.
Effectively organize and prioritize assigned work.

Public Works Director/Director of Airport Operations – Licensed Engineer also requires:
Ability to review and approve engineering plans and specifications.

EDUCATION AND EXPERIENCE:
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 A typical way to obtain the knowledge and abilities would be:

A. Public Works Director/ Director of Airport Operations – Licensed Engineer:

Bachelor's Degree with major course work in civil engineering or a related field and five (5) years of increasingly responsible public works and engineering experience including three (3) years of administrative and supervisory responsibility.

Certificate of Registration as a professional civil engineer in the State of California.
Land Surveying license in the State of California, preferred.

B. Public Works Director/ Director of Airport Operations – Unlicensed:

Seven (7) years of increasingly responsible public works experience including three (3) years of administrative and supervisory responsibility and 120 units from an accredited college or university with major course work in engineering, business, management, or a related field.

OR

Nine (9) years of increasingly responsible public works experience including three (3) years of administrative and supervisory responsibility and 60 units from an accredited college or university with major course work in engineering, business, management, or a related field.

Additional combinations of education and experience may be considered.

Attachment: REDLINE - Director of Public Works BOS 8.13.19 (6062 : Revised Job Description and Salary Range for the Director of Public
Attachment: 09-15-20 Revised Job Description and Salary Range for the Director of Public Works (10363 : Approve Salary Range Adjustments

License or Certificate

Possession of, or ability to obtain a valid State of California driver's license and an acceptable driving record.

It is expected that the incumbent for the Director position will successfully complete the one week course and exam to attain a Floodplain Manager Certification, within one year of appointment

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 moderate.*
- *Hazards are minimal.*
- *Occasionally works around machinery having moving parts.*

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.*
- *Walk, stand, 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.*

Job descriptions are written as a general representative list of the essential duties performed by a job class. They cannot include nor are they intended to include all duties and essential duties performed by all positions occupying a class.

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: RED-LINE - Director of Public Works BOS 8.13.19 (6062 : Revised Job Description and Salary Range for the Director of Public
Attachment: 09-15-20 Revised Job Description and Salary Range for the Director of Public Works (10363 : Approve Salary Range Adjustments

COUNTY OF COLUSA, CA **3.3**

Request For County Board of Supervisors Action

MEETING DATE:	**August 3, 2021**
DEPARTMENT:	**Human Resources**
FROM:	**Jolene Church**
SUBJECT:	**Revised Job Description for Assistant Public Works Director & Director of Public Works/Airport Operations**

Approve revised job description for the Assistant Public Works Director and Director of Public Works/Airport Operations.

Detailed Description/Background of request
On January 5, 2021 the Board approved the proposed language for legislation to submit proposal to abolish the office of the County Road Commissioner and transfer its duties to the Director of Public Works in Colusa County; on June 28, 2021 the Governor signed SB79 approving the request.

Attached are the red-lined and final versions of the Assistant Public Works Director and Director of Public Works/Airport Operations job descriptions which eliminate the engineering requirements and delegate the road commissioner duties to the Director of Public Works.

The Colusa County Management Coalition was provided a copy of the proposed changes for the Assistant Public Works Director for comment and has concurred with the changes.

Prior Board Action
January 5, 2021 Board approved proposed language for legislation to submit proposal to abolish the office of the County Road Commissioner.

Fiscal Impact/Funding Source
None

Action for the Clerk
None.

ATTACHMENTS:

- Assistant Director of Public Works Red Line (DOC)
- Director of Public Works.Airport Operations Red Line 7-6-21 (DOC)

Attachment: 08-03-21 Revised Job Description for Asst Public Works Director and Director_Airport Operations (10363 : Approve Salary Range

- Director of Public Works.Airport Operations FINAL (DOC)
- Assistant Director of Public Works FINAL (DOC)

Attachment: 08-03-21 Revised Job Description for Asst Public Works Director and Director_Airport Operations (10363 : Approve Salary Range

COUNTY OF COLUSA
Established: 3/24/2020
Salary Range: MGT38
FLSA: Exempt

ASSISTANT DIRECTOR OF PUBLIC WORKS~~/ ROAD COMMISSIONER~~

DEFINITION

To direct, manage, supervise, and coordinate the programs and activities of one or more of the Divisions within the Public Works Department which may include Engineering, Roads, Solid Waste, ~~and~~or Transportation; to coordinate assigned activities with other County departments, divisions and outside agencies; and to provide highly responsible and complex administrative support to the Director of Public Works. ~~Serves as the Road Commissioner and County Engineer.~~ Subject to department need and qualifications, ~~,~~ may serve as County Surveyor

SUPERVISION RECEIVED AND EXERCISED

Receives administrative and professional direction from the Director of Public Works.

Assists with direct supervision over management, supervisory, professional, technical and clerical staff.

EXAMPLES OF IMPORTANT RESPONSIBILITIES AND DUTIES—*Important responsibilities and duties may include, but are not limited to, the following:*

Assist with management responsibility for all services and activities of one or more divisions which may include transportation, drainage, engineering, surveying, construction, and solid waste.

Assist with and participate in the development and implementation of goals, objectives, policies, and priorities for assigned programs including capital improvements, design, mapping, field survey, and program planning for future public works needs; recommend, within Departmental policy, appropriate service and staffing levels; recommend and administer policies and procedures.

Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor work load, administrative and support systems and internal reporting relationships; identify opportunities for improvement and review with the Director of Public Works; implement discipline and termination procedures.

Plan, direct, coordinate, and review the work plan for the assigned Divisions; meet with staff to identify and resolve problems; assigns work activities, projects and programs; monitor work flow; review and evaluate work products, methods and procedures.

Attachment: Assistant Director of Public Works Red Line (6723 : Revised Job Description for Assistant Public Works Director & Director of
Attachment: 08-03-21 Revised Job Description for Asst Public Works Director and Director_Airport Operations (10363 : Approve Salary Range

Assist and participate in the development and administration of the Department's annual budget; forecast of additional funds needed for staffing, equipment, materials and supplies; direct the monitoring of and approve expenditures; direct and implement adjustments as necessary.

Serve as liaison with other County departments, divisions and outside agencies; negotiate and resolve significant and controversial issues.

Provide responsible staff assistance to the Director of Public Works; prepare and present staff reports and other necessary correspondence.

Conduct a variety of organizational studies, investigations, and operational studies; recommend modifications to programs, policies and procedures as appropriate.

Participate on a variety of boards and commissions; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of engineering.

Reviews plans and specifications, designs, environmental documents, reports and studies; prepare legal boundary descriptions for annexation petitions, County easements and right of way documents; review tract maps, parcel maps, and lot line adjustments.

Select and manage professional services and other contract services; monitor contract compliance; approve payments; negotiate adjustments and new provisions to contracts.

Respond to and resolve difficult and sensitive citizen inquiries and complaints.

Responsible for direct day-to-day operations of road and bridge maintenance, design and construction engineering, land development, solid waste management, and county-wide transit systems.

Coordinate engineering, surveying, construction, and maintenance activities with other County departments and other engineering and inspection agencies.

Review and approve designs, plans, specifications, estimates, and right-of-way matters for new road and bridge construction projects.

Direct the issuance of encroachment and transportation permits.

~~May Sserve as technical advisor to the Board of Supervisors on engineering and surveying matters.~~

Perform related duties and responsibilities as required.

Attachment: Assistant Director of Public Works Red Line (6723 : Revised Job Description for Assistant Public Works Director & Director of Attachment: 08-03-21 Revised Job Description for Asst Public Works Director and Director_Airport Operations (10363 : Approve Salary Range

QUALIFICATIONS

Knowledge of:

Civil Engineering principles and practices including road planning, development, design, construction, possible land surveying, administration and operation and maintenance of other public works.

Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.

Modern and complex principles and practices of program development and administration.

Methods of preparing designs, plans, specifications, estimates, reports, and recommendations relating to roads, bridges, and related facilities.

Principles and practices of project management.

Advanced principles and practices of budget preparation and administration.

Principles of supervision, leadership, training, performance evaluation, and motivational behavior.

Pertinent Federal, State and local laws, codes and regulation relating to county engineering.

Ability to:

Manage, direct and coordinate the work of technical personnel.

Plan, organize, and direct through subordinates the work of personnel engaged in engineering design, road and bridge construction and maintenance, equipment repairs, land acquisition, and possible land surveying.

Select, supervise, train, lead, and evaluate staff.

Provide administrative and professional leadership and direction for assigned staff.

Recommend and implement goals, objectives, and practices for providing effective and efficient engineering services.

~~Prepare and administer large and complex budgets.~~

~~Prepare clear and concise administrative and financial reports.~~

Attachment: Assistant Director of Public Works Red Line (6723 : Revised Job Description for Assistant Public Works Director & Director of
Attachment: 08-03-21 Revised Job Description for Asst Public Works Director and Director_Airport Operations (10363 : Approve Salary Range

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Research, analyze, and evaluate new service delivery methods, procedures and techniques.

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 and other government officials.

Ability to review and approve engineering plans and specifications.

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:*

Assistant Public Works Director~~/Road Commissioner~~:

- Three (3) years of increasingly responsible public works and engineering experience including two (2) years of administrative and supervisory responsibility.
- Bachelor's degree from an accredited college or university with major course work in civil engineering or a related field.
- ~~Certificate of Registration as a registered civil engineer in the State of California.~~

License or Certificate

Possession of, or ability to obtain, an appropriate, valid driver's license.
~~Registered Civil Engineering License required.~~
Professional Land Surveyor License in the State of California is desirable, but not a requirement.

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 moderate.*
- *Hazards are minimal.*
- *Occasionally works around machinery having moving parts.*

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

Attachment: Assistant Director of Public Works Red Line (6723 : Revised Job Description for Assistant Public Works Director & Director of
Attachment: 08-03-21 Revised Job Description for Asst Public Works Director and Director_Airport Operations (10363 : Approve Salary Range

accommodations may be made to enable employees with disabilities to perform the essential duties.

- *Sit for extended periods of time.*
- *Walk, stand, 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.

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Attachment: 08-03-21 Revised Job Description for Asst Public Works Director and Director_Airport Operations (10363 : Approve Salary Range

Attachment: 08-03-21 Revised Job Description for Asst Public Works Director and Director_Airport Operations (10363 : Approve Salary Range

Attachment: Director of Public Works Airport Operations Redline 7-6-21 (6723 : Revised Job Description for Assistant Public Works Director &
Attachment: 08-03-21 Revised Job Description for Asst Public Works Director and Director_Airport Operations (10363 : Approve Salary Range

COUNTY OF COLUSA

Established: 02/01/2011
Revised: 9/15/20, 08/13/2019
Salary Ranges: ~~Licensed Engineer DH44~~
~~Unlicensed~~ DH41
FLSA: Exempt

DIRECTOR OF PUBLIC WORKS/ DIRECTOR OF AIRPORT OPERATIONS ~~– Licensed Engineer~~

~~DIRECTOR OF PUBLIC WORKS/ DIRECTOR OF AIRPORT OPERATIONS – Unlicensed~~

POSITION PURPOSE:

Plans, directs, manages, and oversees the activities and operations of the Public Works Department including engineering, road and bridge maintenance, traffic control, landfill, equipment maintenance, and the County's transportation programs; serves as Floodplain Administrator, Executive Director of Transportation Commission, Executive Director of Transit Agency, Director of Airport Operations and if qualified and needed, ~~serves as Road Commissioner and County Engineer,~~ may also serve ~~if needed and qualified,~~ as the County Surveyor; plans, directs, supervises, and coordinates the enforcement of the rules and regulations related to the airport operations; coordinates assigned activities with other County departments and outside agencies; provides highly responsible and complex administrative support to the Board of Supervisors.

SUPERVISION RECEIVED:

Receives general administrative direction from the County Administrative Officer.

SUPERVISION EXERCISED:

Exercises direct supervision over management, supervisory, professional, technical and clerical staff.

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 as an employer's representative.

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. Assumes full management responsibility for all Public Works Department services and activities including engineering, floodplain administration, road and bridge maintenance, traffic control, transit, and landfill operations; develops and administers policies and procedures.

2. Directs, oversees, and participates in the management of the airport operations.

3. Manages the development and implementation of Public Works Department goals, objectives, policies, and priorities for each assigned service area; establishes, within County policy, appropriate service and staffing levels; allocates resources accordingly.

4. Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of changes.

5. Represents the Public Works Department to other County departments, elected officials and outside agencies; explains and justifies Public Works Department programs, policies, and activities; negotiates and resolves sensitive, significant and controversial issues.

6. Selects, trains, and evaluates Public Works Department personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.

C. Other Job Specific Duties

1. Plans, directs, and coordinates Public Works Department's work plan; meets with management staff to identify and resolve problems; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures.

2. Manages and participates in the development and administration of the Public Works Department and airport operations budget; directs the forecast of additional funds; directs the monitoring of and approves expenditures; directs the preparation of and implement budgetary adjustments as necessary.

3. Coordinates Public Works Department activities with those of other departments and outside agencies and organizations; provides staff assistance to the Board of Supervisors; prepares and presents staff reports and other correspondence.

4. Participates in the most complex engineering projects; oversees the selection of outside contractors and consultants, reviews plans and specifications~~, and when the incumbent is a licensed Professional Civil Engineer, approves them.~~.

5. Participates on a variety of boards and commissions; attends and participates in professional group meetings.

Attachment: Director of Public Works Airport Operations Red Line 7-6-21 (6723 : Revised Job Description for Assistant Public Works Director &
Attachment: 08-03-21 Revised Job Description for Asst Public Works Director and Director_Airport Operations (10363 : Approve Salary Range

6. Serves as Floodplain Administrator, Executive Director of Transportation Commission, Executive Director of Transit Authority, ~~and if qualified, serves as Road Commissioner and County Engineer;~~ may ~~also~~ serve if needed and qualified, as the County Surveyor.

~~8.~~7. Responds to and resolves difficult and sensitive citizen inquiries and complaints.

~~9.~~8. Participates in various civic groups as a representative of the County.

~~10.~~9. 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.

~~**Director of Public Works/ Director of Airport Operations - Licensed Engineer and**~~

Operational characteristics, services and activities of a comprehensive public works program.
Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
Modern and complex principles and practices of program development and administration.
Principles and practices of civil engineering.
Principles and practices of floodplain administration.
Principles and practices of surveying.
Principles and practices of airport operations.
Principles and practices of road and bridge construction and maintenance.
Environmental laws.
Solid waste management.
Advanced principles and practices of budget preparation and administration.
Principles of supervision, training and performance evaluations.
Federal, state, and local laws, codes and regulations.
Modern office procedures and equipment including computers.

Ability to:
Plan, organize, direct and coordinate the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility.
Select, supervise, train and evaluate staff.
Provide administrative and professional leadership and direction for the Public Works Department.
Identify and respond to community and Board of Supervisors, Transportation Commission and Transit Agency Board, issues, concerns and needs.
Develop, implement and administer goals, objectives, and procedures for providing effective and efficient public works services.
Prepare and administer large and complex budgets; allocate limited resources in a cost effective manner.
Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
Research, analyze, and evaluate new service delivery methods, procedures and techniques.
Prepare clear and concise administrative and financial reports.

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Attachment: 08-03-21 Revised Job Description for Asst Public Works Director and Director_Airport Operations (10363 : Approve Salary Range

Attachment: 08-03-21 Revised Job Description for Asst Public Works Director and Director_Airport Operations (10363 : Approve Salary Range

Interpret and apply federal, state, and local policies, procedures, laws and regulations.
Establish and maintain effective working relationships with those contacted in the course of work including County and other government officials, community groups, the general public, and media representatives.
Communicate effectively verbally and in writing.
Work with accuracy and attention to detail.
Operate and use modern office equipment.
Effectively organize and prioritize assigned work.

~~**Public Works Director/Director of Airport Operations – Licensed Engineer also requires:**~~
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. A typical way to obtain the knowledge and abilities would be:

~~**A. Public Works Director/ Director of Airport Operations – Licensed Engineer:**~~
~~**B.**~~**A. Public Works Director/ Director of Airport Operations~~ – Unlicensed~~:**

Seven (7) years of increasingly responsible public works experience including three (3) years of administrative and supervisory responsibility and 120 units from an accredited college or university with major course work in engineering, business, management, or a related field.

OR

Nine (9) years of increasingly responsible public works experience including three (3) years of administrative and supervisory responsibility and 60 units from an accredited college or university with major course work in engineering, business, management, or a related field.

Additional combinations of education and experience may be considered.

License or Certificate

Possession of, or ability to obtain a valid State of California driver's license and an acceptable driving record.

It is expected that the incumbent for the Director position will successfully complete the one week course and exam to attain a Floodplain Manager Certification, within one year of appointment

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 moderate.*
- *Hazards are minimal.*
- *Occasionally works around machinery having moving parts.*

Attachment: Director of Public Works Airport Operations Red Line 7-6-21 (6723 : Revised Job Description for Assistant Public Works Director &
Attachment: 08-03-21 Revised Job Description for Asst Public Works Director and Director_Airport Operations (10363 : Approve Salary Range

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.*
- *Walk, stand, 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.*

Job descriptions are written as a general representative list of the essential duties performed by a job class. They cannot include nor are they intended to include all duties and essential duties performed by all positions occupying a class.

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: Director of Public Works.Airport Operations Red Line 7-6-21 (6723 : Revised Job Description for Assistant Public Works Director &
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COUNTY OF COLUSA

Established: 02/01/2011
Revised: 9/15/20, 08/13/2019
Salary Ranges: DH41
FLSA: Exempt

DIRECTOR OF PUBLIC WORKS/ DIRECTOR OF AIRPORT OPERATIONS

POSITION PURPOSE:

Plans, directs, manages, and oversees the activities and operations of the Public Works Department including engineering, road and bridge maintenance, traffic control, landfill, equipment maintenance, and the County's transportation programs; serves as Floodplain Administrator, Executive Director of Transportation Commission, Executive Director of Transit Agency, Director of Airport Operations and if qualified and needed, may also serve as the County Surveyor; plans, directs, supervises, and coordinates the enforcement of the rules and regulations related to the airport operations; coordinates assigned activities with other County departments and outside agencies; provides highly responsible and complex administrative support to the Board of Supervisors.

SUPERVISION RECEIVED:

Receives general administrative direction from the County Administrative Officer.

SUPERVISION EXERCISED:

Exercises direct supervision over management, supervisory, professional, technical and clerical staff.

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 as an employer's representative.

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. Assumes full management responsibility for all Public Works Department services and activities including engineering, floodplain administration, road and bridge maintenance,

traffic control, transit, and landfill operations; develops and administers policies and procedures.

2. Directs, oversees, and participates in the management of the airport operations.

3. Manages the development and implementation of Public Works Department goals, objectives, policies, and priorities for each assigned service area; establishes, within County policy, appropriate service and staffing levels; allocates resources accordingly.

4. Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of changes.

5. Represents the Public Works Department to other County departments, elected officials and outside agencies; explains and justifies Public Works Department programs, policies, and activities; negotiates and resolves sensitive, significant and controversial issues.

6. Selects, trains, and evaluates Public Works Department personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.

C. Other Job Specific Duties

1. Plans, directs, and coordinates Public Works Department's work plan; meets with management staff to identify and resolve problems; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures.

2. Manages and participates in the development and administration of the Public Works Department and airport operations budget; directs the forecast of additional funds; directs the monitoring of and approves expenditures; directs the preparation of and implement budgetary adjustments as necessary.

3. Coordinates Public Works Department activities with those of other departments and outside agencies and organizations; provides staff assistance to the Board of Supervisors; prepares and presents staff reports and other correspondence.

4. Participates in the most complex engineering projects; oversees the selection of outside contractors and consultants, reviews plans and specifications.

5. Participates on a variety of boards and commissions; attends and participates in professional group meetings.

6. Serves as Floodplain Administrator, Executive Director of Transportation Commission, Executive Director of Transit Authority, may serve if needed and qualified, as the County Surveyor.

7. Responds to and resolves difficult and sensitive citizen inquiries and complaints.

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Attachment: 08-03-21 Revised Job Description for Asst Public Works Director and Director_Airport Operations (10363 : Approve Salary Range

8. Participates in various civic groups as a representative of the County.

9. 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:
Operational characteristics, services and activities of a comprehensive public works program.
Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
Modern and complex principles and practices of program development and administration.
Principles and practices of civil engineering.
Principles and practices of floodplain administration.
Principles and practices of surveying.
Principles and practices of airport operations.
Principles and practices of road and bridge construction and maintenance.
Environmental laws.
Solid waste management.
Advanced principles and practices of budget preparation and administration.
Principles of supervision, training and performance evaluations.
Federal, state, and local laws, codes and regulations.
Modern office procedures and equipment including computers.

Ability to:
Plan, organize, direct and coordinate the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility.
Select, supervise, train and evaluate staff.
Provide administrative and professional leadership and direction for the Public Works Department.
Identify and respond to community and Board of Supervisors, Transportation Commission and Transit Agency Board, issues, concerns and needs.
Develop, implement and administer goals, objectives, and procedures for providing effective and efficient public works services.
Prepare and administer large and complex budgets; allocate limited resources in a cost effective manner.
Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
Research, analyze, and evaluate new service delivery methods, procedures and techniques.
Prepare clear and concise administrative and financial reports.
Interpret and apply federal, state, and local policies, procedures, laws and regulations.
Establish and maintain effective working relationships with those contacted in the course of work including County and other government officials, community groups, the general public, and media representatives.
Communicate effectively verbally and in writing.
Work with accuracy and attention to detail.
Operate and use modern office equipment.

Attachment: Director of Public Works Airport Operations FINAL (6723 : Revised Job Description for Assistant Public Works Director & Director
Attachment: 08-03-21 Revised Job Description for Asst Public Works Director and Director_Airport Operations (10363 : Approve Salary Range

Effectively organize and prioritize assigned work.

EDUCATION AND EXPERIENCE:
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. A typical way to obtain the knowledge and abilities would be:

A. Public Works Director/ Director of Airport Operations:

Seven (7) years of increasingly responsible public works experience including three (3) years of administrative and supervisory responsibility and 120 units from an accredited college or university with major course work in engineering, business, management, or a related field.

OR

Nine (9) years of increasingly responsible public works experience including three (3) years of administrative and supervisory responsibility and 60 units from an accredited college or university with major course work in engineering, business, management, or a related field.

Additional combinations of education and experience may be considered.

License or Certificate

Possession of, or ability to obtain a valid State of California driver's license and an acceptable driving record.

It is expected that the incumbent for the Director position will successfully complete the one week course and exam to attain a Floodplain Manager Certification, within one year of appointment

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 moderate.*
- *Hazards are minimal.*
- *Occasionally works around machinery having moving parts.*

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.*

Attachment: Director of Public Works Airport Operations FINAL (6723 : Revised Job Description for Assistant Public Works Director & Director
Attachment: 08-03-21 Revised Job Description for Asst Public Works Director and Director_Airport Operations (10363 : Approve Salary Range

- *Walk, stand, 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.*

Job descriptions are written as a general representative list of the essential duties performed by a job class. They cannot include nor are they intended to include all duties and essential duties performed by all positions occupying a class.

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: Director of Public Works Airport Operations FINAL (6723 : Revised Job Description for Assistant Public Works Director & Director
Attachment: 08-03-21 Revised Job Description for Asst Public Works Director and Director_Airport Operations (10363 : Approve Salary Range

Attachment: 08-03-21 Revised Job Description for Asst Public Works Director and Director_Airport Operations (10363 : Approve Salary Range

COUNTY OF COLUSA

Established: 3/24/2020
Salary Range: MGT38
FLSA: Exempt

ASSISTANT DIRECTOR OF PUBLIC WORKS

DEFINITION

To direct, manage, supervise, and coordinate the programs and activities of one or more of the Divisions within the Public Works Department which may include Engineering, Roads, Solid Waste, or Transportation; to coordinate assigned activities with other County departments, divisions and outside agencies; and to provide highly responsible and complex administrative support to the Director of Public Works. Subject to department need and qualifications, may serve as County Surveyor

SUPERVISION RECEIVED AND EXERCISED

Receives administrative and professional direction from the Director of Public Works.

Assists with direct supervision over management, supervisory, professional, technical and clerical staff.

EXAMPLES OF IMPORTANT RESPONSIBILITIES AND DUTIES—*Important responsibilities and duties may include, but are not limited to, the following:*

Assist with management responsibility for all services and activities of one or more divisions which may include transportation, drainage, engineering, surveying, construction, and solid waste.

Assist with and participate in the development and implementation of goals, objectives, policies, and priorities for assigned programs including capital improvements, design, mapping, field survey, and program planning for future public works needs; recommend, within Departmental policy, appropriate service and staffing levels; recommend and administer policies and procedures.

Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor work load, administrative and support systems and internal reporting relationships; identify opportunities for improvement and review with the Director of Public Works; implement discipline and termination procedures.

Plan, direct, coordinate, and review the work plan for the assigned Divisions; meet with staff to identify and resolve problems; assigns work activities, projects and programs; monitor work flow; review and evaluate work products, methods and procedures.

Attachment: Assistant Director of Public Works FINAL (6723 : Revised Job Description for Assistant Public Works Director & Director of Public
Attachment: 08-03-21 Revised Job Description for Asst Public Works Director and Director_Airport Operations (10363 : Approve Salary Range

Assist and participate in the development and administration of the Department's annual budget; forecast of additional funds needed for staffing, equipment, materials and supplies; direct the monitoring of and approve expenditures; direct and implement adjustments as necessary.

Serve as liaison with other County departments, divisions and outside agencies; negotiate and resolve significant and controversial issues.

Provide responsible staff assistance to the Director of Public Works; prepare and present staff reports and other necessary correspondence.

Conduct a variety of organizational studies, investigations, and operational studies; recommend modifications to programs, policies and procedures as appropriate.

Participate on a variety of boards and commissions; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of engineering.

Reviews plans and specifications, designs, environmental documents, reports and studies; prepare legal boundary descriptions for annexation petitions, County easements and right of way documents; review tract maps, parcel maps, and lot line adjustments.

Select and manage professional services and other contract services; monitor contract compliance; approve payments; negotiate adjustments and new provisions to contracts.

Respond to and resolve difficult and sensitive citizen inquiries and complaints.

Responsible for direct day-to-day operations of road and bridge maintenance, design and construction engineering, land development, solid waste management, and county-wide transit systems.

Coordinate engineering, surveying, construction, and maintenance activities with other County departments and other engineering and inspection agencies.

Review and approve designs, plans, specifications, estimates, and right-of-way matters for new road and bridge construction projects.

Direct the issuance of encroachment and transportation permits.

Perform related duties and responsibilities as required.

QUALIFICATIONS

Knowledge of:

Attachment: Assistant Director of Public Works FINAL (6723 : Revised Job Description for Assistant Public Works Director & Director of Public
Attachment: 08-03-21 Revised Job Description for Asst Public Works Director and Director_Airport Operations (10363 : Approve Salary Range

Civil Engineering principles and practices including road planning, development, design, construction, possible land surveying, administration and operation and maintenance of other public works.

Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.

Modern and complex principles and practices of program development and administration.

Methods of preparing designs, plans, specifications, estimates, reports, and recommendations relating to roads, bridges, and related facilities.

Principles and practices of project management.

Advanced principles and practices of budget preparation and administration.

Principles of supervision, leadership, training, performance evaluation, and motivational behavior.

Pertinent Federal, State and local laws, codes and regulation relating to county engineering.

Ability to:

Manage, direct and coordinate the work of technical personnel.

Plan, organize, and direct through subordinates the work of personnel engaged in engineering design, road and bridge construction and maintenance, equipment repairs, land acquisition, and possible land surveying.

Select, supervise, train, lead, and evaluate staff.

Provide administrative and professional leadership and direction for assigned staff.

Recommend and implement goals, objectives, and practices for providing effective and efficient engineering services.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Research, analyze, and evaluate new service delivery methods, procedures and techniques.

Interpret and apply Federal, State and local policies, procedures, laws and regulations.

Communicate clearly and concisely, both orally and in writing.

Attachment: Assistant Director of Public Works FINAL (6723 : Revised Job Description for Assistant Public Works Director & Director of Public
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Establish and maintain effective working relationships with those contacted in the course of work including County and other government officials.

Ability to review and approve engineering plans and specifications.

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:*

Assistant Public Works Director:

- Three (3) years of increasingly responsible public works and engineering experience including two (2) years of administrative and supervisory responsibility.
- Bachelor's degree from an accredited college or university with major course work in civil engineering or a related field.

License or Certificate

Possession of, or ability to obtain, an appropriate, valid driver's license.
Professional Land Surveyor License in the State of California is desirable, but not a requirement.

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 moderate.*
- *Hazards are minimal.*
- *Occasionally works around machinery having moving parts.*

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.*
- *Walk, stand, 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.

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STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

STREETS AND HIGHWAYS CODE

Section 2006.3

2006.3. Notwithstanding any other law, the Board of Supervisors of the County of Colusa may abolish the office of road commissioner if the board transfers all duties of the road commissioner to the county director of the department of public works. The director of that department shall not be required to have any special permit, registration, or license. Any civil engineering functions that are required to be performed by the road commissioner shall be performed by a registered civil engineer acting under the authority of the director of that department.

(Added by Stats. 2021, Ch. 33, Sec. 1. (SB 79) Effective June 28, 2021.)

Attachment: State of CA Streets & Highways Code Section 2006.3 (10363 : Approve Salary Range Adjustments

COUNTY OF COLUSA, CA

4.2

Request For County Board of Supervisors Action

MEETING DATE: March 25, 2025

DEPARTMENT: Human Resources

FROM: Dar Rhodes

SUBJECT: Restructure the IT Division and Reclassify IT Positions

Reclassify the following positions in the IT Division of the County Administrative Office: Information Systems Technician MSC32 ($4,676 - $7,670) to flexibly staffed Information Technology Specialist I/II MSC32/MSC36 ($4,676 - $7,670 / $5,162 - $8,468) and Information Systems Analyst MSC35 ($5,036 - $8,261) to flexibly staffed Information Technology Analyst I/II MSC40/MSC44 ($5,699 - $9,348 / $6,293 - $10,311); further amend the Position Allocation Schedule for the IT Division (408) with said changes effective March 1, 2025.

Detailed Description/Background of request

With the retirement of the IT Division's long-time Director, the CAO's Office, HR, and the Director of IT began engaging in discussions regarding staffing and reporting structures in the IT Division in November 2024. Following a request from the CAO, the IT Division structure was studied and assessed. Staff are recommending a restructuring of the IT Division.

After a reallocation of various responsibilities through the establishment of a reporting structure with an Assistant County Administrator, the HR Department performed an analysis of the IT Director's classification with our comparable counties and ascertained that position required a reclassification. In December 2024, the IT Director job description was updated and the job title was re-titled as an IT Manager, consistent with structures throughout our comparable counties. This job-description update and title change was a non-fiscal modification that was reviewed and approved by the Colusa County Management Coalition (CCMC) and had the support of the CAO, the IT Director, and HR. As you are likely aware, this was an internal promotional, and we have a new IT Manager as of February 1, 2025.

Taking the opportunity to assess the entire division, which is now standing at four (4) FTE's (full-time equivalent positions) and recognizing the job classes have not been updated in 10 (to nearly 20) years and HR best practices are to assess positions every three to five years; therefore, the HR Department together with the CAO's Office and the IT Manager are requesting an organizational restructure for the IT Division.

In a more in-depth assessment of the entry and mid-level IT positions in surrounding

comparable counties, the Information Technology Specialist and Information Technology Analyst were found to be common titling. This led to a deeper-dive into job responsibility specifics that aligned with best fit for a new organizational structure. To this end, the IT Division would like to establish ladders of success in both the Information Technology Specialist and Information Technology Analyst classifications and establish a I-II series for both:

Information Technology Specialist I	MSC32 $4,676 - $7,640
Information Technology Specialist II	MSC36 $5,162 - $8,468
Information Technology Analyst I	MSC40 $5,699 - $9,348
Information Technology Analyst II	MSC44 $6,293 - $10,311

Human Resources is recommending approval. The IT Division has the funds to cover the increase due to a vacancy they will not fill in the next fiscal year in the spirit of moving toward the County's goal of "smaller, smarter government." Bringing these positions up to market median supports the County's comp philosophy, helps retain current IT staff, and enhances our ability to competitively recruit experienced IT candidates in the event of any vacancies.

The Colusa County Employees' Association was given an opportunity to review and comment on the proposed reclassification.

Staff recommends approval of this request.

Prior Board Action
None.

Fiscal Impact/Funding Source
The cost for this request (including salary and benefits) is approximately $22,527 for FY 24-25 (March-June) and approximately $70,201 for FY 25-26.

The department plans to cover the increased cost through salary savings resulting from ongoing vacancies: Not only was the former Director budgeted for the full 12 months of FY 24-25 (resulting in significant savings to cover this current fiscal year increases), the IT Division has an IT Technician allocation that they have left unfunded for 3 years and plans on keeping it vacant in FY25/26, which will cover the increases.

Action for the Clerk
None.

ATTACHMENTS:

- Information Technology Specialist I-II DRAFT (DOC)
- Information Technology Analyst I-II DRAFT (DOC)
- IT Division Comp Study EXCEL (XLSX)

COUNTY OF COLUSA

Established: TBD
Revised: ~~06/03/2014~~03/01/2025
Salary Range: MSC32/MSC36
FLSA: Non-Exempt

INFORMATION ~~SYSTEMS TECHNICIAN~~TECHNOLOGY SPECIALIST I-II

DEFINITION

~~Provides technical support functions for county computer applications and system users; trouble shoots problems and provides basic system maintenance functions.~~

Under immediate (Information Technology Specialist I) or general (Information Technology Specialist II) supervision, installs, troubleshoots, and maintains computer hardware, software, network, server, database, and/or telecommunications systems and infrastructure; identifies end user requirements, evaluates system and infrastructure capabilities, and recommends and coordinates upgrades and enhancements; performs systems administration, troubleshoots problems, and ensures data integrity; provides technical support, trains, and assists end users in using new applications and systems; and performs related duties as assigned.

Information Technology Specialist I: This is the entry-level classification in the Information Technology Specialist series. Initially under close supervision, incumbents learn and perform routine technical support duties. As experience is gained, assignments become more varied and complex; close supervision and frequent review of work lessen as an incumbent demonstrates skill to perform the work independently. Positions at this level usually perform most of the duties required of the positions at the Information Technology Specialist II level, but are not expected to function at the same skill level and usually exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised while in progress and fits an established structure or pattern.

Information Technology Specialist II: This is the journey-level classification in the Information Technology Specialist series. Positions at this level are distinguished from the Information Technology Specialist I by performance of the full range of duties as assigned, working independently, and exercising judgment and initiative. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

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Attachment: Information Technology Specialist I-II DRAFT (10390 : Restructure the IT Division and Reclassify IT Positions)

SUPERVISION RECEIVED AND EXERCISED

~~Receives direction from the Information Technology Director, department management and/or the Department Information Systems Coordinator dependent on the assignment.~~

Receives immediate (Information Technology Specialist I) or general (Information Technology Specialist II) supervision from assigned supervisory or management personnel. Exercises no direct supervision over staff.

EXAMPLES ~~OF IMPORTANT RESPONSIBILITIES AND~~ DUTIES~~—~~

Important responsibilities and duties may include, but are not limited to, the following and some duties, knowledge, skills, and abilities may be performed in a learning capacity for entry-level (I Level) positions.:

Provides technical assistance to staff in County departments; analyzes problems and implements solutions; provides technical support, analysis, and training in the use of computers and peripheral devices.

Performs computer trouble-shooting to isolate and diagnose system problems; analyzes personal computer and peripherals' functionality; collaborates with other County department staff, and/or third-party vendors to identify~~ies~~, locate~~s~~, resolve~~s~~ and repair~~s~~ problems~~.~~.

Enters service-related information into automated work management system, ensuring system is updated once action has been taken; maintains accurate records and files; documents progress and procedures performed; generates systems reports on a periodic basis.

Continuously monitors the status of assigned work orders and ensures client communication regarding status and resolution timeframe; tracking the problem until it has been resolved.

Configures, installs, m~~M~~aintains, modifies, relocates, and updates departmental software applications and user hardware on various computer systems; installs software upgrades, enhancements and revised functions; documents work performed as well as end user work processes and system requirements; conducts systems walk-throughs and technical reviews; develops or refines system specifications, including evaluating and testing vendor software packages for conformance with user requirements and priorities.~~.~~

Maintains an accurate report of equipment and software malfunctions; keeps the computer equipment clean and performs other preventive maintenance functions.

~~Relocates information systems hardware as directed; provides referral to appropriate party~~
~~Maintains local user accounts and system security for e-mail and file shares.~~

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Monitors and maintains security control of information systems and infrastructure in accordance with countywide security policies and procedures; monitors security features and firewall rules; verifies and ensures proper user accessibility including resetting passwords, assigning permissions, enabling or disabling accounts; and maintaining local user accounts and system security for e-mail and file shares.

~~Maintains an accurate report of equipment and software malfunctions; keeps the computer equipment clean and performs other preventive maintenance functions.~~

~~Configures, installs and upgrades user hardware.~~

Performs system backups and monitors computer environment as directed.

Monitors and resolves basic network connectivity problems.

Evaluates new hardware, software and related equipment for functionality and fit to current operating environment.

Installs, configures, maintains, troubleshoots, and monitors telecommunications systems including voice, data, radio, and audiovisual communications infrastructure and equipment; and includes ~~Performs telecommunication~~ duties relating to support, ~~maintenance,~~ ordering and documentation.

Works on information systems and infrastructure conversion, installation, and maintenance projects, including planning, organizing, and defining project requirements, methods, and objectives in consultation with end users; coordinates project activities with the Information Technology Division, end users, and vendors.

Develops, monitors, and maintains the assigned department website design and content, accessibility, and architecture in compliance with countywide design and content standards and federal, state, and local regulations; ensures proper functioning of links to website content, forms, surveys, and related materials; assists and provides training to staff on editing content in accordance with countywide standards.

May assist with the request for proposal process; provides cost analysis and input to scope of work; recommends equipment and/or software purchases; tracks purchases from proposal to invoicing.

Writes and maintains comprehensive technical documentation including workflow diagrams, design specifications, and department procedures for the utilization of specific technology.

Writes and maintains user and technical operating instructions and documentation; provides training to users and other technical staff and advises on best practices.

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Develops training materials, including tutorials, documentation, workflows and instructional manuals for system use.

Conducts research and stays current on new trends and innovative solutions in information systems; recommends new technologies which would improve operational effectiveness.

Complies with all County equipment and safety policies and procedures, and Occupational Health and Safety Administration (OSHA) rules and regulations.

Performs related duties as assigned.

For Geographic Information System (GIS) option, in addition to the general duties listed above, have the ability to handle functions related to GIS:

Develops and produces maps, reports and other graphic products using GIS, CAD, and other computer programs in accordance with technical guidelines for use with County web pages and user departments.

Converts AutoCAD files and other data into GIS layers and projects.

Updates and maintains the County's GIS databases according to department's policies and procedures; assists in cleaning up data and making corrections in response to changes and additional data sets integrated into GIS; updates the digital data layers and creates corresponding maps.

QUALIFICATIONS

Knowledge of:

Operation of various types of computer and peripheral equipment.

Principles, practices, methods, and techniques of installing, evaluating, configuring, troubleshooting, diagnosing, and resolving computer hardware and software, application(s), server infrastructure, network and data systems, telecommunications, audiovisual, peripheral equipment and/or website issues.

~~procedures, techniques, nomenclature, and operation of computer systems.~~

Operational relationships between applications, databases, and components of technology infrastructure such as servers and network systems.

Structured Query Language (SQL) and data management and reporting tools.

Principles and practices of website design and architecture, as well as accessibility compliance requirements.

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Attachment: Information Technology Specialist I-II DRAFT (10390 : Restructure the IT Division and Reclassify IT Positions)

Methods and techniques of eliciting information and performing diagnostic procedures on technology systems.

Security and monitoring devices, and procedures necessary to maintain the integrity and security of data.

Principles and practices of project management and vendor relationship management.

Principles and practices of developing and maintaining technical documentation, files, and records.

Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned areas of responsibility.

Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.

Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.

The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.

Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

~~Capabilities, limitations, characteristics, and uses of computer information systems, related hardware, various software application programs and operating systems.~~
Telecommunications and networking equipment, maintenance procedures, hardware and software configurations, and operating principles.

Techniques of personal and group instruction and training.

Procedures necessary to maintain the integrity and security of data in the automated system.

Principles and practices of technical problem solving.

Business system applications.

For Geographic Information System (GIS) option, in addition to the above:

Principles of surveying, mapping, global positioning systems, usage of aerial photography and satellite imaging, cartographic technology, and GIS application software.

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Ability to:

Evaluate and interpret automated information systems from a user perspective.

Analyze departmental data system needs and requirements; identify goals and objectives, and problems; examine alternatives; develop conclusions and recommendations; and implement solutions.

Understand, interpret, and explain systems solutions to users; research technical materials to provide solutions to problems.

Prepare clear and concise reports and, technical documentation, user procedures, reports of work performed, and other written materials.

Read and comprehend written material on a wide variety of technical subjects.

Organize work, set priorities, meet critical deadlines and follow up on assignments under immediate supervision. with a minimum of direction.

Establish and maintain effective working relationships with all persons contacted during the course of work, including clients, users and senior managers; deal tactfully with the users and staff in providing information, answering questions, and providing customer service.

Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.

Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.

Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.

Maintain confidentiality of information.

Communicate clearly and concisely, both orally and in writing.

For Geographic Information System (GIS) option, in addition to the above:

GIS application software including but not limited to ESRI's ArcGIS and ArcView software.

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Attachment: Information Technology Specialist I-II DRAFT (10390 : Restructure the IT Division and Reclassify IT Positions)

Read, understand, develop, manipulate, and analyze geographic information in a variety of data formats and projections, including raster and vector data.

Utilize effective computer cartographic design, layout, and production for a variety of different subject matter.

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:

IT Specialist I

Equivalent to one (1) year of experience analyzing, installing, maintaining and troubleshooting computer hardware, software and network devices, which includes working with various operating structures and database structures. (Additional qualifying experience can be substituted for the educational requirement on a year-for-year basis).

For Geographic Information System (GIS) option: Experience as listed above in GIS.

IT Specialist II

Equivalent to the experience of an IT Specialist I plus two (2) years of experience in the design, oversight, coordination and operation of a department's automation system; which includes professional experience in network/server administration or application development. (Additional qualifying experience can be substituted for the educational requirement on a year-for-year basis).

For Geographic Information System (GIS) option: Experience as listed above in GIS.

Training:

IS ~~T~~ Specialist ~~Iechnician~~
Equivalent to an Associate's Degree or completion of an approved certificate program in computer science, information systems technology, management information systems or a related field.

IT Specialist II

Equivalent to an Associate's Degree or completion of an approved certificate program in computer science, information systems technology, management

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Attachment: Information Technology Specialist I-II DRAFT (10390 : Restructure the IT Division and Reclassify IT Positions)

information systems or a related field. Bachelor's degree preferred.

License or Certificate

Requires possession of a valid California ~~Drivers~~Driver's License.

Physical Requirements

Essential duties require the following physical skills and work requirements:

Requires the ability to maintain mental capacity which allows the capability of exercising sound judgment and rational thinking under varied circumstances; ability to see; ability to hear and communicate orally; exert a small amount of physical effort in sedentary to light work involving moving from one area of the office to another; requires sufficient hand/eye coordination to perform semi-skilled repetitive movements, such as data entry or use of other office equipment or supplies; occasionally requires sufficient strength and coordination for lifting, pushing, pulling, and/or carrying the weight of computer equipment; dexterity to climb or crawl necessary to install cable in areas of close tolerance; ability to operate a motor vehicle; involves extensive VDT exposure; may require the ability to lift up to 40 lbs.

Typical Working Conditions

Work is performed in an office environment; continuous contact with staff.

***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.

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Attachment: Information Technology Specialist I-II DRAFT (10390 : Restructure the IT Division and Reclassify IT Positions)

COUNTY OF COLUSA

Established: TBD
Revised: ~~06/03/2014~~03/01/2025
Salary Range: ~~MSC35~~MSC40/MSC44
FLSA: Non-Exempt

INFORMATION ~~SYSTEMS~~ TECHNOLOGY ~~TECHNICIAN~~ANALYST I-II

DEFINITION

IT Analyst I & II: ~~Provides technical support functions for county computer applications and system users; trouble shoots problems and provides basic system maintenance functions.~~ Performs a variety of professional, technical and analytical duties in the design, oversight, coordination and operation of a department's automation system, including enterprise, client/server and desktop systems and networks. Duties include work in the areas of user and system requirements analysis, network administration and maintenance, and/or applications development and maintenance. The Information Systems Analyst uses technical knowledge and analytical skills to determine, design, and implement necessary changes to a Department's information systems, including enterprise, client/server and desktop systems and networks.

Information Systems Analyst I is the entry level class in the Information Systems Analyst series. Employees in this class work under close supervision, receive in-service training, and are given detailed instructions in the performance of duties related to designing, overseeing and coordinating a department's information systems. As requisite skills and knowledge are developed, greater independence is exercised and employees are expected to perform increasingly responsible and difficult assignments. Employees in this class are expected to be technically proficient in performing their assigned duties with minimal independence under close supervision.

Information Systems Analyst II is the journey level class in the Information Systems Analyst series. Performs a variety of technical and analytical duties in addition to the IT Analyst I duties, including the design, oversight, coordination and operation of a department's information systems, including enterprise, client/server and desktop systems and networks. Duties include work in the areas of user and system requirements analysis, network administration and maintenance, and/or applications development and maintenance. Employees in this class are expected to be technically proficient in performing their assigned duties at a high level of independence under minimal supervision. Positions in this class are flexibly staffed and are normally filled by advancement from the I level, or when filled from the outside, require prior experience. Employees in this class are expected to be technically proficient in performing their assigned duties with independence under general supervision.

SUPERVISION RECEIVED AND EXERCISED

IT Analyst I: Under close supervision, receives lead direction from the IT Analyst II and direction from the Information Technology Manager. No supervision of staff is exercised.

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IT Analyst II: Under general supervision, rReceives direction from the Information Technology ~~Director~~Manager~~, department management and/or the Department Information Systems Coordinator dependent on the assignment~~. May exercise lead direction over IT Analyst I.

EXAMPLES ~~OF IMPORTANT RESPONSIBILITIES AND~~ DUTIES

Important responsibilities and duties may include, but are not limited to the following (~~-~~and for Information Systems Analyst I, duties are performed at the trainee level):

- Oversees and coordinates the deployment, development and use of the department's information systems and services, including enterprise, client/server, desktop, virtual computer systems, end points, networks and telecommunications systems.
- Analyzes, detects, identifies and corrects technical problems and deficiencies.
- Installs and integrates computer software and hardware.
- Performs second-level help desk activities, providing more complex technical support on system software and hardware.
- Interprets county, state, and federal regulations to determine impact on assigned system functions; develops system modification plans to ensure compliance with regulations.
- Monitors and collects data on system performance.
- Participates in developing, implementing, and coordinating operating policies and procedures related to the department's automated system.
- Consults with and advises staff and users on technical problems, legal and system requirements, and county policies and procedures that impact operation of the computer system; solves system problems; tracks reported problems through resolution. Authorizes system access to users.
- Confers with users to assess computer system needs, including software and hardware, network enhancements, connectivity, etc. and makes recommendations to management regarding purchases.
- Assists in planning for expansion and utilization of the computer infrastructure on a departmental level.
- Performs related duties as assigned.

Network/Server Administration Option (In addition to the general duties).

- Manages the data communication network that links multiple computers and users, and also manages servers.
- Installs, configures and troubleshoots networked equipment including hardware, software and peripheral equipment.
- Evaluates and tests system and network upgrades.

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Attachment: Information Technology Analyst I-II DRAFT [Revision 1] (10390 : Restructure the IT Division and Reclassify IT Positions)

Monitors network traffic, performance and security and recommends changes to enhance services.

Investigates, analyzes and resolves complex network related problems.

Performs network administration, adding, modifying and removing user profiles and related permissions.

Plans and coordinates the relocation of network resources and infrastructure.

Designs, installs, configures and supports interconnectivity between a variety of electronic systems.

Application Development Option (In addition to the general duties).

Analyzes client information regarding business requirements and recommends technology solutions.

Designs, develops, tests, builds, implements, maintains and enhances computer application systems that perform automated business processes to meet departmental needs.

Prepares specifications.

Designs logic flow diagrams, screens, file structures, reports, forms and menus.

Performs quality assurance tasks.

Tests and de-bugs application.

Develops technical documents, including procedures.

Provides training on new application systems to users.

~~Provides technical assistance to staff in County departments; analyzes problems and implements solutions; provides technical support, analysis, and training in the use of computers and peripheral devices.~~

~~Performs computer trouble-shooting to isolate and diagnose system problems; analyzes personal computer and peripherals' functionality; identifies, locates, resolves and repairs problems.~~

~~Maintains and updates computer systems; installs software upgrades, enhancements and revised functions; documents work performed.~~

~~Relocates information systems hardware as directed; provides referral to appropriate party when complex malfunctions occur; and tracks the problem until it has been resolved.~~

~~Maintains local user accounts and system security for e-mail and file shares.~~

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~~Maintains an accurate report of equipment and software malfunctions; keeps the computer equipment clean and performs other preventive maintenance functions.~~

~~Configures, installs and upgrades user hardware.~~

~~Performs system backups and monitors computer environment as directed.~~

~~Monitors and resolves basic network connectivity problems.~~

~~Evaluates new hardware, software and related equipment for functionality and fit to current operating environment.~~

~~Performs telecommunication duties relating to support, maintenance, ordering and documentation.~~

~~Organizes and maintains a complete inventory of tools and equipment required by the department.~~

~~Complies with all County equipment and safety policies and procedures, and Occupational Health and Safety Administration (OSHA) rules and regulations.~~

~~Performs related duties as assigned.~~

~~**For Geographic Information System (GIS) option**, in addition to the general duties listed above, have the ability to handle functions related to GIS:~~

~~Develops and produces maps, reports and other graphic products using GIS, CAD, and other computer programs in accordance with technical guidelines for use with County web pages and user departments.~~

~~Converts AutoCAD files and other data into GIS layers and projects.~~

~~Updates and maintains the County's GIS databases according to department's policies and procedures; assists in cleaning up data and making corrections in response to changes and additional data sets integrated into GIS; updates the digital data layers and creates corresponding maps.~~

QUALIFICATIONS

IT ~~Technician~~Analyst I

Knowledge of:

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Operation of various types of computer and peripheral equipment.

Principles, procedures, techniques, nomenclature, and operation of computer systems.

Computer equipment maintenance procedures, hardware configurations, and operating principles.

Capabilities, limitations, characteristics, and uses of computer information systems, related hardware, various software application programs and operating systems.

Telecommunications and networking equipment, maintenance procedures, hardware and software configurations, and operating principles.

Techniques of personal and group instruction and training.

Procedures necessary to maintain the integrity and security of data in the automated system.

Principles and practices of technical problem solving.

Business system applications.

For Geographic Information System (GIS) option, in addition to the above:

Principles of surveying, mapping, global positioning systems, usage of aerial photography and satellite imaging, cartographic technology, and GIS application software.

Network/Server Administration Option (In addition to the general knowledge):

Logical and physical network design.

Standard networking concepts and practices, including server/networking administration.

Networking equipment, switches, routers, internet protocols, firewalls.

Data communication concepts and principles.

Network security policies, techniques and procedures.

Network documentation, configuration, maintenance and diagnostic procedures and techniques.

Application Development Option (In addition to the general knowledge).

Business system analysis.

Database applications.

Principles and practices of database development.

Programming languages.

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Ability to:

Evaluate and interpret automated information systems from a user perspective.

Analyze departmental data system needs and requirements; identify goals and objectives, and problems; examine alternatives; develop conclusions and recommendations; and implement solutions.

Prepare clear and concise reports, documentation, and other written materials.

Read and comprehend written material on a wide variety of technical subjects.

Organize work, set priorities, meet critical deadlines and follow up on assignments with minimal direction.

Establish and maintain effective working relationships with all persons contacted during the course of work, including clients, users and senior managers.

Maintain confidentiality of information.

Communicate clearly and concisely, both orally and in writing.

For Geographic Information System (GIS) option, in addition to the above:

GIS application software including but not limited to ESRI's ArcGIS and ArcView software.

Read, understand, develop, manipulate, and analyze geographic information in a variety of data formats and projections, including raster and vector data.

Utilize effective computer cartographic design, layout, and production for a variety of different subject matter.

IT Analyst II

All Information Systems Analyst I duties, plus:

Knowledge of:

Operation of various types of computer and peripheral equipment.

Principles, procedures, techniques, nomenclature, and operation of computer systems.

Computer equipment maintenance procedures, hardware configurations, and operating principles.

Capabilities, limitations, characteristics, and uses of computer information systems, related hardware, various software application programs and operating systems.

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Telecommunications and networking equipment, maintenance procedures, hardware and software configurations, and operating principles.

Techniques of personal and group instruction and training.

Procedures necessary to maintain the integrity and security of data in the automated system.

Principles and practices of technical problem solving.

Business system applications.

Ability to:

Evaluate and interpret automated information systems from a user perspective.

Analyze departmental data system needs and requirements; identify goals and objectives, and problems; examine alternatives; develop conclusions and recommendations; and implement solutions.

Prepare clear and concise reports, documentation, and other written materials.

Read and comprehend written material on a wide variety of technical subjects.

Organize work, set priorities, meet critical deadlines and follow up on assignments with a minimum of direction.

Establish and maintain effective working relationships with all persons contacted during the course of work, including clients, users and senior managers.

Maintain confidentiality of information.

Communicate clearly and concisely, both orally and in writing.

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:

IT Analyst I

Equivalent to one (1) year of experience analyzing, installing, maintaining and troubleshooting computer hardware, software and network devices, which includes working with various operating structures and database structures. (Additional qualifying experience can be substituted for the educational requirement on a year-for-year basis).

For Geographic Information System (GIS) option: Experience as listed above in GIS.

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IT Analyst II

Equivalent to the experience of an IT Analyst I plus two (2) years of experience in the design, oversight, coordination and operation of a department's automation system; which includes, depending upon the option recruited for, professional experience in network/server administration or application development. (Additional qualifying experience can be substituted for the educational requirement on a year-for-year basis).

For Geographic Information System (GIS) option: Experience as listed above in GIS.

Training:

IT Analyst I-II

Equivalent to an Associate's Degree or completion of an approved certificate program in computer science, information systems technology, management information systems or a related field.

License or Certificate

Requires possession of a valid California Driver's License.

Physical Requirements

Essential duties require the following physical skills and work requirements:

Requires the ability to maintain mental capacity which allows the capability of exercising sound judgment and rational thinking under varied circumstances; ability to see; ability to hear and communicate orally; exert a small amount of physical effort in sedentary to light work involving moving from one area of the office to another; requires sufficient hand/eye coordination to perform semi-skilled repetitive movements, such as data entry or use of other office equipment or supplies; occasionally requires sufficient strength and coordination for lifting, pushing, pulling, and/or carrying the weight of computer equipment; dexterity to climb or crawl necessary to install cable in areas of close tolerance; ability to operate a motor vehicle; involves extensive VDT exposure; may require the ability to lift up to 40 lbs.

Typical Working Conditions

Work is performed in an office environment; continuous contact with staff.

***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.**

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November 2024 - Dar Rhodes

Information Technology Manager

Surveyed Agency	Classification Title	Monthly Base Salary Minmum	Monthly Base Salary Maximum									Monthly Total Compensation
Colusa County	**Director of Information Technology**	**$7,759**	**$9,937**	*MGT29*								**$9,937**
Amador County	No Comp											
Butte County	Sr. Information Technology Manager	$7,784	$10,431									
Glenn County	Program Manager I	$ 8,016	$ 9,745									$9,745
Lake County	Deputy Information Tech Director	$8,720	$10,601									$10,601
Shasta County	IT Services Manager	$8,527	$10,883									$10,883
Sutter County	Information Technology Manager	$7,441	$10,308									$10,308
Tehama County	Information Systems Manager	$7,867	$9,561									$9,561
Yolo County	No Comp											
Yuba County	Information Technology Manager	$8,476	$11,019									$11,019

Base Salary Median	**$10,431**
Base Salary Mean	**$10,364**
Percentage Above or Below Median	**-4.97%**
Percentage Above or Below Mean	**-4.30%**

Total Compensation Median	**$10,455**
Total Compensation Mean	**$10,353**
Percentage Above or Below Median	**-5.21%**
Percentage Above or Below Mean	**-4.19%**

Base Salary 45th Percentile	**$10,394**
Base Salary 55th Percentile	**$10,482**
Percentage Above or Below 45th Percentile	**-4.60%**
Percentage Above or Below 55th Percentile	**-5.48%**

Total Compensation 45th Percentile	**$10,382**
Total Compensation 55th Percentile	**$10,528**
Percentage Above or Below 45th Percentile	**-4.47%**
Percentage Above or Below 55th Percentile	**-5.95%**

Percentile of District class base salary within total labor market	**28.5%**

Percentile of District class total compensation within labor market	**33.3%**

Rank in Market	6
Number of Base Salary Matches	8

Rank in Market	5
Number of Total Compensation Matches	7

Attachment: IT Division Comp Study EXCEL (10390 : Restructure the IT Division and Reclassify IT

COUNTY OF COLUSA, CA 4.3

Request For County Board of Supervisors Action

MEETING DATE: March 25, 2025

DEPARTMENT: Human Resources

FROM: Dar Rhodes

SUBJECT: **Adopt the Revised Job Class Table Effective March 1, 2025, Reflecting the Following Changes: Salary Range Adjustments for the Deputy Air Pollution Control Officer; Establishment of Salary Ranges for the Information Technology Specialist I/II series and Information Technology Analyst I/II series**

Adopt the Revised Job Class Table Effective March 1, 2025, Reflecting the Following Changes: Salary Range Adjustments for the Deputy Air Pollution Control Officer; Establishment of Salary Ranges for the Information Technology Specialist I/II series and Information Technology Analyst I/II series

Detailed Description/Background of request

Pursuant to subdivision (a) of the California Code of Regulations (CCR) section 570.5, publicly available pay schedules must be duly approved and adopted by the employer's governing body in accordance with the requirements of applicable public meeting laws.

Per CalPERS requirements, we are requesting that the Board adopt the revised Job Class Table reflecting the following changes, effective March 1, 2025:

- Salary range adjustment for the Deputy Air Pollution Control Officer (Deputy APCO) from MGT50 ($5,563 - $7,132) to MGT21 ($6,364 - $10,442) per month, approved by the Board on February 25, 2024.

- Should the Board approve to establish the salary ranges for the Information Technology Specialist I/II series and the Information Technology Analyst I/II series as follows:
  - Information Technology Specialist I/II MSC32/MSC36 ($4,676 - $7,670) / ($5,162 - $8,468)
  - Information Technology Analyst I/II MSC40/MSC44 ($5,699 - $9,348) / ($6,293 - $10,311)

Prior Board Action

None.

Fiscal Impact/Funding Source

There are no costs associated with adopting the Job Class Table.

Action for the Clerk

This needs to be placed on the agenda as the last HR discussion item.

ATTACHMENTS:

- Job Class Approved 032525 Effective 030125 (PDF)

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 03/0
Board Revision Date: 03/25/25

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
ACCOUNT CLERK I	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
ACCOUNT CLERK II	MSC13	2,920	3,068	3,224	3,388	3,560	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,793	162.50
ACCOUNT CLERK III	MSC17	3,224	3,388	3,560	3,741	3,931	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,291	162.50
ACCOUNTANT AUDITOR I	PF28	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	7,013	162.50
ACCOUNTANT AUDITOR II	PF32	4,722	4,961	5,212	5,477	5,755	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,742	162.50
ACCOUNTANT AUDITOR III	PF36	5,212	5,477	5,755	6,047	6,353	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,547	162.50
ACCOUNTANT I	PF26	4,069	4,276	4,494	4,722	4,961	5,212	5,343	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,675	162.50
ACCOUNTANT II	PF30	4,494	4,722	4,961	5,212	5,477	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,368	162.50
ACCOUNTING TECHNICIAN	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50
AG BIO STND OFF I	PF56	4,230	4,445	4,672	4,909	5,158	5,420	5,556	5,696	5,839	5,986	6,136	6,290	6,448	6,610	6,945	173.33
AG BIO STND OFF II	PF57	4,672	4,909	5,158	5,420	5,695	5,985	6,135	6,290	6,448	6,610	6,775	6,946	7,120	7,299	7,666	173.33
AG BIO STND OFF III	PF58	5,158	5,420	5,695	5,985	6,290	6,607	6,773	6,945	7,119	7,298	7,480	7,668	7,860	8,056	8,464	173.33
AGRICULTURAL COMMISSIONER	DH52	9,992	10,501	11,032	11,591	12,178	12,796	13,116	13,445	13,782	14,127	14,481	14,844	15,216	15,597	16,383	173.33
AGRICULTURAL TECHNICIAN	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	173.33
AIR POL STANDARDS OFF I	PF29	4,383	4,607	4,840	5,085	5,343	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,188	173.33
AIR POL STANDARDS OFF II	PF33	4,840	5,085	5,343	5,614	5,899	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,936	173.33
AIR POL STANDARDS OFF III	PF37	5,343	5,614	5,899	6,198	6,512	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,761	173.33
ANIMAL CONTROL OFFICER	DSA16	3,451	3,628	3,813	4,007	4,211	4,425	4,536	4,650	4,767	4,886	5,009	5,134	5,263	5,395	5,669	173.33
APPRAISER I	PF23	3,777	3,969	4,171	4,383	4,607	4,840	4,961	5,085	5,212	5,343	5,477	5,614	5,755	5,899	6,198	162.50
APPRAISER II	PF27	4,171	4,383	4,607	4,840	5,085	5,343	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,842	162.50
APPRAISER III	PF31	4,607	4,840	5,085	5,343	5,614	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,553	162.50
ASSESSMENT TECHNICIAN I	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	162.50
ASSESSMENT TECHNICIAN II	MSC20	3,473	3,649	3,835	4,030	4,235	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,699	162.50
ASSISTANT ASSESSOR	MGT24	6,855	7,203	7,569	7,953	8,357	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,703	11,247	162.50
ASSISTANT PLANNER	PF33	4,840	5,085	5,343	5,614	5,899	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,936	162.50
ASSISTANT SHERIFF	MGS20	9,382	9,858	10,358	10,882	11,433	12,012	12,312	12,620	12,935	13,258	13,589	13,929	14,277	14,634	15,375	173.33
ASSOC CIVIL ENGINEER	PF48	7,013	7,368	7,742	8,135	8,547	8,981	9,206	9,436	9,672	9,914	10,162	10,416	10,676	10,943	11,497	173.33
ASSOCIATE PLANNER	PF36	5,212	5,477	5,755	6,047	6,353	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,547	162.50
ASST AG COMM/SEALER W & M	MGT52	7,874	8,275	8,696	9,138	9,600	10,087	10,341	10,600	10,866	11,139	11,417	11,704	11,997	12,298	12,914	173.33
ASST AUDITOR/CONTROLLER	MGT28	7,569	7,953	8,357	8,781	9,227	9,695	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,415	162.50
ASST CHIEF PROB OFFR	MGS19	9,153	9,617	10,105	10,617	11,154	11,719	12,012	12,312	12,620	12,935	13,258	13,589	13,929	14,277	15,000	173.33
ASST COUNTY ADMINISTRATIVE OFFICER	MGT44	11,247	11,817	12,415	13,043	13,703	14,396	14,756	15,125	15,503	15,890	16,287	16,694	17,111	17,538	18,427	162.50
ASST DIR OF PUBLIC WRKS/CO ENGINEER	MGT42	10,703	11,247	11,817	12,415	13,043	13,703	14,045	14,396	14,756	15,125	15,503	15,890	16,287	16,694	17,538	173.33
ASST ENGINEER	PF37	5,343	5,614	5,899	6,198	6,512	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,761	173.33
ASST TREAS - TAX COLLECTOR	MGT15	5,484	5,762	6,054	6,364	6,687	7,027	7,203	7,384	7,569	7,759	7,953	8,153	8,357	8,566	9,001	162.50
AUDITOR/APPRAISER I	PF28	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	7,013	162.50
AUDITOR/APPRAISER II	PF32	4,722	4,961	5,212	5,477	5,755	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,742	162.50
BH THERAPIST I	PF34	4,961	5,212	5,477	5,755	6,047	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	8,135	162.50
BH THERAPIST II	PF38	5,477	5,755	6,047	6,353	6,675	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,981	162.50
BH THERAPIST III	PF42	6,047	6,353	6,675	7,013	7,368	7,742	7,936	8,135	8,338	8,547	8,761	8,981	9,206	9,436	9,914	162.50
BLDG & GRDS MAINT LEADWORKER	MSC25	3,931	4,131	4,341	4,562	4,793	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,451	162.50
BLDG & GRDS MAINT WORKER I	MSC17	3,224	3,388	3,560	3,741	3,931	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,291	162.50
BLDG & GRDS MAINT WORKER II	MSC21	3,560	3,741	3,931	4,131	4,341	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,842	162.50
BLDG & GRDS SERVICES SUPERVISOR	MGT10	4,846	5,091	5,350	5,621	5,906	6,207	6,364	6,524	6,687	6,855	7,027	7,203	7,384	7,569	7,953	162.50
BOOKING CLERK	DSA15	3,365	3,538	3,719	3,909	4,108	4,317	4,425	4,536	4,650	4,767	4,886	5,009	5,134	5,263	5,530	173.33
BUDGET MANAGEMENT ANALYST	MGT18	5,906	6,207	6,524	6,855	7,203	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,227	9,695	162.50
BUILDING INSPECTOR I	MSC29	4,341	4,562	4,793	5,036	5,291	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	7,121	162.50
BUILDING INSPECTOR II	MSC33	4,793	5,036	5,291	5,560	5,842	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,862	162.50
BUILDING INSPECTOR III	MSC37	5,291	5,560	5,842	6,139	6,451	6,777	6,947	7,121	7,300	7,483	7,670	7,862	8,059	8,261	8,680	162.50
CASE MANAGER	MSC24	3,835	4,030	4,235	4,450	4,676	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,293	162.50
CHIEF ANIMAL CONTROL OFFICER	DSA20	3,813	4,007	4,211	4,425	4,650	4,886	5,009	5,134	5,263	5,395	5,530	5,669	5,811	5,957	6,259	173.33
CHIEF DEP CLERK OF THE BRD OF SUPS	CNF32	4,674	4,912	5,162	5,424	5,699	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,670	162.50
CHIEF DEP CO CLRK - REC - REG	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50

Attachment: Job Class Approved 032525 Effective 030125 (10348 : Adopt Revised Job Class Table as

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 03/0
Board Revision Date: 03/25/25

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
CHIEF DEPUTY DA	MGT39	9,937	10,442	10,972	11,529	12,112	12,725	13,043	13,369	13,703	14,045	14,396	14,756	15,125	15,503	16,287	162.50
CHIEF DEPUTY PROB OFFR	MGS06	6,644	6,977	7,326	7,698	8,088	8,499	8,712	8,930	9,153	9,382	9,617	9,858	10,105	10,358	10,882	162.50
CHIEF PROBATION OFFICER	DH44	11,139	11,705	12,298	12,920	13,575	14,262	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	18,260	173.33
CLINICAL PROGRAM MANAGER I	MGT24	6,855	7,203	7,569	7,953	8,357	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,703	11,247	162.50
CLINICAL PROGRAM MANAGER II	MGT28	7,569	7,953	8,357	8,781	9,227	9,695	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,415	162.50
CODE COMPLIANCE OFFICER	PF33	4,840	5,085	5,343	5,614	5,899	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,936	162.50
COMMUNITY OUTREACH COORD	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	162.50
CONFD LEGAL SPECIALIST I	CNF18	3,301	3,469	3,647	3,833	4,028	4,233	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,162	5,424	162.50
CONFD LEGAL SPECIALIST II (SENIOR)	CNF22	3,647	3,833	4,028	4,233	4,448	4,674	4,791	4,912	5,035	5,162	5,291	5,424	5,560	5,699	5,989	162.50
CONFD LEGAL SPECIALIST III (PRINCIPAL)	CNF26	4,028	4,233	4,448	4,674	4,912	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	162.50
CONSUMER/FAMILY MEMB SERV	MSC23	3,741	3,931	4,131	4,341	4,562	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	6,139	162.50
CORRECTIONAL CORPORAL	DSS20	4,812	5,057	5,314	5,583	5,871	6,169	6,323	6,481	6,643	6,809	6,979	7,155	7,334	7,518	7,900	173.33
CORRECTIONAL OFFICER	DSS17	4,466	4,694	4,933	5,184	5,447	5,727	5,871	6,018	6,169	6,323	6,481	6,643	6,809	6,979	7,334	173.33
COUNSELOR I	MSC24	3,835	4,030	4,235	4,450	4,676	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,293	162.50
COUNSELOR II	MSC28	4,235	4,450	4,676	4,913	5,162	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,947	162.50
COUNSELOR III	PF31	4,607	4,840	5,085	5,343	5,614	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,553	162.50
COUNSELOR IV	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
COUNTY ADMINISTRATIVE OFFICER	UDH53	13,915	14,620	15,360	16,137	16,953	17,812	18,257	18,714	19,182	19,662	20,153	20,656	21,173	21,702	22,801	162.50
COUNTY COUNSEL	UDH55	14,620	15,360	16,137	16,953	17,812	18,714	19,182	19,662	20,153	20,656	21,173	21,702	22,244	22,801	23,956	162.50
COUNTY LIBRARIAN	DH32	8,281	8,700	9,141	9,604	10,091	10,602	10,867	11,139	11,418	11,705	11,998	12,298	12,605	12,920	13,575	162.50
COUNTY VETERANS SERV OFF	MGT10	4,846	5,091	5,350	5,621	5,906	6,207	6,364	6,524	6,687	6,855	7,027	7,203	7,384	7,569	7,953	162.50
CUSTODIAN	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
DA CHIEF INVESTIGATOR	MGS10	7,326	7,698	8,088	8,499	8,930	9,382	9,617	9,858	10,105	10,358	10,617	10,882	11,154	11,433	12,012	173.33
DA INVESTIGATOR I	DSS27	5,727	6,018	6,323	6,643	6,979	7,334	7,518	7,707	7,900	8,098	8,301	8,509	8,722	8,940	9,393	173.33
DA INVESTIGATOR II	DSS33	6,643	6,979	7,334	7,707	8,098	8,509	8,722	8,940	9,164	9,393	9,628	9,869	10,116	10,369	10,894	173.33
DEPARTMENT SECRETARY	MSC15	3,068	3,224	3,388	3,560	3,741	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	5,036	162.50
DEPT INF SYS COORDINATOR	PF43	6,198	6,512	6,842	7,188	7,553	7,936	8,135	8,338	8,547	8,761	8,981	9,206	9,436	9,672	10,162	173.33
DEPUTY AG COMM/SEALER W&M	PF59	5,931	6,228	6,540	6,867	7,211	7,572	7,762	7,956	8,155	8,359	8,568	8,783	9,003	9,228	9,690	173.33
DEPUTY AIR POLL CNTRL OFF	MGT21	6,364	6,687	7,027	7,384	7,759	8,153	8,357	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,442	173.33
DEPUTY CLERK OF THE BOS I	CNF18	3,301	3,469	3,647	3,833	4,028	4,233	4,339	4,448	4,559	4,674	4,791	4,912	5,035	5,162	5,424	162.50
DEPUTY CLERK OF THE BOS II	CNF22	3,647	3,833	4,028	4,233	4,448	4,674	4,791	4,912	5,035	5,162	5,291	5,424	5,560	5,699	5,989	162.50
DEPUTY CLERK REC RGSTR I	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	162.50
DEPUTY CLERK REC RGSTR II	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	162.50
DEPUTY COUNTY COUNSEL	MGT24	6,855	7,203	7,569	7,953	8,357	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,703	11,247	162.50
DEPUTY DIR BHS ADMIN	MGT27	7,384	7,759	8,153	8,566	9,001	9,458	9,695	9,937	10,187	10,442	10,703	10,972	11,247	11,529	12,112	162.50
DEPUTY DIRECTOR BHS CLINICAL	MGT32	8,357	8,781	9,227	9,695	10,187	10,703	10,972	11,247	11,529	11,817	12,112	12,415	12,725	13,043	13,703	162.50
DEPUTY DIRECTOR DHHS	MGT35	9,001	9,458	9,937	10,442	10,972	11,529	11,817	12,112	12,415	12,725	13,043	13,369	13,703	14,045	14,756	162.50
DEPUTY DISTRICT ATTORNEY I	PF44	6,353	6,675	7,013	7,368	7,742	8,135	8,338	8,547	8,761	8,981	9,206	9,436	9,672	9,914	10,416	162.50
DEPUTY DISTRICT ATTORNEY II	PF48	7,013	7,368	7,742	8,135	8,547	8,981	9,206	9,436	9,672	9,914	10,162	10,416	10,676	10,943	11,497	162.50
DEPUTY DISTRICT ATTORNEY III	PF52	7,742	8,135	8,547	8,981	9,436	9,914	10,162	10,416	10,676	10,943	11,217	11,497	11,785	12,080	12,691	162.50
DEPUTY DISTRICT ATTORNEY IV	PF60	8,516	8,943	9,391	9,861	10,355	10,873	11,145	11,424	11,710	12,003	12,304	12,612	12,928	13,251	13,914	162.50
DEPUTY PROBATION OFFCR I	DSS18	4,578	4,812	5,057	5,314	5,583	5,871	6,018	6,169	6,323	6,481	6,643	6,809	6,979	7,155	7,518	173.33
DEPUTY PROBATION OFFCR II	DSS22	5,057	5,314	5,583	5,871	6,169	6,481	6,643	6,809	6,979	7,155	7,334	7,518	7,707	7,900	8,301	173.33
DEPUTY SHERIFF	DSS29	6,018	6,323	6,643	6,979	7,334	7,707	7,900	8,098	8,301	8,509	8,722	8,940	9,164	9,393	9,869	173.33
DHHS BUDGET ANALYST	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
DHHS BUDGET MANAGEMENT ANALYST	MGT18	5,906	6,207	6,524	6,855	7,203	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,227	9,695	162.50
DHHS BUDGET SPECIALIST	PF31	4,607	4,840	5,085	5,343	5,614	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,553	162.50
DIRECTOR BEHAVIORAL HLTH	DH45	11,418	11,998	12,605	13,243	13,914	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	17,813	18,717	162.50
DIRECTOR HLTH & HUMAN SERV	DH45	11,418	11,998	12,605	13,243	13,914	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	17,813	18,717	162.50
DIRECTOR OF COMM DEV	DH44	11,139	11,705	12,298	12,920	13,575	14,262	14,619	14,984	15,358	15,743	16,136	16,541	16,954	17,379	18,260	162.50
DIRECTOR OF PUBLIC WRKS/AIRPORT OP	DH41	10,343	10,867	11,418	11,998	12,605	13,243	13,575	13,914	14,262	14,619	14,984	15,358	15,743	16,136	16,954	173.33
DISPATCHER	DSA25	4,317	4,536	4,767	5,009	5,263	5,530	5,669	5,811	5,957	6,106	6,259	6,416	6,577	6,742	7,084	173.33
DISPATCHER SUPERVISOR	DSA30	4,886	5,134	5,395	5,669	5,957	6,259	6,416	6,577	6,742	6,911	7,084	7,261	7,443	7,629	8,016	173.33

Attachment: Job Class Approved 032525 Effective 030125 (10348 : Adopt Revised Job Class Table as

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
DISPATCHER TRAINEE	DSA18	3,628	3,813	4,007	4,211	4,425	4,650	4,767	4,886	5,009	5,134	5,263	5,395	5,530	5,669	5,957	173.33
ELECTRNC HLTH RECORDS COORD	MSC27	4,131	4,341	4,562	4,793	5,036	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	162.50
ELECTRNC HLTH RECORDS MGR	MGT17	5,762	6,054	6,364	6,687	7,027	7,384	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,458	162.50
ELIGIBILITY SPECIALIST I	MSC17	3,224	3,388	3,560	3,741	3,931	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,291	162.50
ELIGIBILITY SPECIALIST II	MSC21	3,560	3,741	3,931	4,131	4,341	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,842	162.50
ELIGIBILITY SPECIALIST III	MSC25	3,931	4,131	4,341	4,562	4,793	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,451	162.50
EMERGENCY SERVICES TECH	DSA22	4,007	4,211	4,425	4,650	4,886	5,134	5,263	5,395	5,530	5,669	5,811	5,957	6,106	6,259	6,577	173.33
ENGINEER TECH TRAINEE	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	173.33
ENGINEER TECHNICIAN I	MSC26	4,030	4,235	4,450	4,676	4,913	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	173.33
ENGINEER TECHNICIAN II	MSC30	4,450	4,676	4,913	5,162	5,424	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,300	173.33
ENGINEER TECHNICIAN III	MSC34	4,913	5,162	5,424	5,699	5,989	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	8,059	173.33
ENV HEALTH MANAGER	MGT27	7,384	7,759	8,153	8,566	9,001	9,458	9,695	9,937	10,187	10,442	10,703	10,972	11,247	11,529	12,112	162.50
ENV HLTH SPECIALIST I	PF28	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	7,013	162.50
ENV HLTH SPECIALIST II	PF32	4,722	4,961	5,212	5,477	5,755	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,742	162.50
ENV HLTH SPECIALIST III	PF38	5,477	5,755	6,047	6,353	6,675	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,981	162.50
EQUIP MAINT SUPERVISOR	MSC37	5,291	5,560	5,842	6,139	6,451	6,777	6,947	7,121	7,300	7,483	7,670	7,862	8,059	8,261	8,680	173.33
EQUIP MECHANIC	MSC25	3,931	4,131	4,341	4,562	4,793	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,451	173.33
FINANCIAL ELIGIBILITY COORDINATOR	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50
FISCAL ADMIN OFFICER	MGT18	5,906	6,207	6,524	6,855	7,203	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,227	9,695	162.50
FISCAL ADMIN OFFICER	MGT21	6,364	6,687	7,027	7,384	7,759	8,153	8,357	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,442	173.33
FISCAL PROGRAM ANALYST	MSC31	4,562	4,793	5,036	5,291	5,560	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,483	162.50
HEALTH PROGRAM SPECIALIST I	PF26	4,069	4,276	4,494	4,722	4,961	5,212	5,343	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,675	162.50
HEALTH PROGRAM SPECIALIST II	PF30	4,494	4,722	4,961	5,212	5,477	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,368	162.50
HEALTH PROGRAM SPECIALIST III	PF34	4,961	5,212	5,477	5,755	6,047	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	8,135	162.50
HEALTH PRG SPECIALIST SUPERVISOR	PF40	5,755	6,047	6,353	6,675	7,013	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,761	8,981	9,436	162.50
HEAVY EQUIP MECHANIC	MSC31	4,562	4,793	5,036	5,291	5,560	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,483	173.33
HUMAN RESOURCES ANALYST I	CNF35	5,035	5,291	5,560	5,842	6,139	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	7,863	8,262	162.50
HUMAN RESOURCES ANALYST II	CNF39	5,560	5,842	6,139	6,451	6,777	7,121	7,300	7,483	7,670	7,863	8,060	8,262	8,469	8,681	9,122	162.50
HUMAN RESOURCES ASSISTANT	CNF16	3,141	3,301	3,469	3,647	3,833	4,028	4,129	4,233	4,339	4,448	4,559	4,674	4,791	4,912	5,162	162.50
HUMAN RESOURCES DIRECTOR	UDH35	8,918	9,370	9,845	10,344	10,868	11,419	11,705	11,998	12,298	12,605	12,920	13,244	13,576	13,915	14,620	162.50
HUMAN RESOURCES TECHNICIAN I	CNF23	3,739	3,929	4,129	4,339	4,559	4,791	4,912	5,035	5,162	5,291	5,424	5,560	5,699	5,842	6,139	162.50
HUMAN RESOURCES TECHNICIAN II	CNF27	4,129	4,339	4,559	4,791	5,035	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	162.50
HUMAN SERVICES SUPERVISOR	MSC30	4,450	4,676	4,913	5,162	5,424	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,300	162.50
INFO SYSTEMS ANALYST	MSC35	5,036	5,291	5,560	5,842	6,139	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	7,862	8,261	162.50
INFORMATION TECHNOLOGY ANALYST I	MSC40	5,699	5,989	6,293	6,612	6,947	7,300	7,483	7,670	7,862	8,059	8,261	8,468	8,680	8,897	9,348	162.50
INFORMATION TECHNOLOGY ANALYST II	MSC44	6,293	6,612	6,947	7,300	7,670	8,059	8,261	8,468	8,680	8,897	9,119	9,348	9,581	9,820	10,311	162.50
INFORMATION TECHNOLOGY MANAGER	MGT29	7,759	8,153	8,566	9,001	9,458	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,112	12,725	162.50
INFORMATION TECHNOLOGY SPECIALIST	MSC32	4,676	4,913	5,162	5,424	5,699	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,670	162.50
INFORMATION TECHNOLOGY SPECIALIST	MSC36	5,162	5,424	5,699	5,989	6,293	6,612	6,777	6,947	7,121	7,300	7,483	7,670	7,862	8,059	8,468	162.50
IT TECHNICIAN	MSC32	4,676	4,913	5,162	5,424	5,699	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,670	162.50
LEAD CUSTODIAN	MSC12	2,848	2,993	3,145	3,305	3,473	3,649	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,676	162.50
LEAD TRANSIT SPECIALIST	MSC27	4,131	4,341	4,562	4,793	5,036	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	173.33
LEGAL SPECIALIST I	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	162.50
LEGAL SPECIALIST II (SENIOR)	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50
LEGAL SPECIALIST III (PRINCIPAL)	MSC26	4,030	4,235	4,450	4,676	4,913	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	162.50
LIBRARIAN	PF23	3,777	3,969	4,171	4,383	4,607	4,840	4,961	5,085	5,212	5,343	5,477	5,614	5,755	5,899	6,198	162.50
LIBRARY ASSISTANT I	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
LIBRARY ASSISTANT II	MSC12	2,848	2,993	3,145	3,305	3,473	3,649	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,676	162.50
LICENSED PSYCHIATRIC TECH	PFA31	4,579	4,812	5,057	5,314	5,583	5,866	6,013	6,164	6,318	6,476	6,639	6,805	6,975	7,150	7,513	162.50
LIEUTENANT	MGS10	7,326	7,698	8,088	8,499	8,930	9,382	9,617	9,858	10,105	10,358	10,617	10,882	11,154	11,433	12,012	173.33
LITERACY PROGRAM COORDINA	PF23	3,777	3,969	4,171	4,383	4,607	4,840	4,961	5,085	5,212	5,343	5,477	5,614	5,755	5,899	6,198	162.50
MARKETING & ADMIN SPECIALIST	MSC19	3,388	3,560	3,741	3,931	4,131	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,560	162.50
MEDICAL BILLING SPEC	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	162.50

Attachment: Job Class Approved 032525 Effective 030125 (10348 : Adopt Revised Job Class Table as

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 03/0
Board Revision Date: 03/25/25

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
MENTAL HEALTH SPECIALIST	PF28	4,276	4,494	4,722	4,961	5,212	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	7,013	162.50
MHSA COORD GRANT WRITER	PF29	4,383	4,607	4,840	5,085	5,343	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,188	162.50
MHSA FAMILY SPECIALIST	PF32	4,722	4,961	5,212	5,477	5,755	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,742	162.50
MIGRANT HSG CARE TAKER I	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	162.50
MIGRANT HSG CARE TAKER II	MSC20	3,473	3,649	3,835	4,030	4,235	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,699	162.50
MIGRANT HSG OPERATIONS SUP	MSC25	3,931	4,131	4,341	4,562	4,793	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,451	162.50
NURSING SUPERVISOR	MGT29	7,759	8,153	8,566	9,001	9,458	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,112	12,725	162.50
OFFICE ASSISTANT I	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
OFFICE ASSISTANT II	MSC13	2,920	3,068	3,224	3,388	3,560	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,793	162.50
OFFICE ASSISTANT SUPERVIS	MSC19	3,388	3,560	3,741	3,931	4,131	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,560	162.50
OFFICE MANAGER	MGT10	4,846	5,091	5,350	5,621	5,906	6,207	6,364	6,524	6,687	6,855	7,027	7,203	7,384	7,569	7,953	162.50
OPERATIONS SUPERVISOR	MSC30	4,450	4,676	4,913	5,162	5,424	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,300	173.33
PARKS & REC ATTENDANT	MSC17	3,224	3,388	3,560	3,741	3,931	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,291	173.33
PARKS & REC LEADWORKER	MSC19	3,388	3,560	3,741	3,931	4,131	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,560	173.33
PAYROLL SPECIALIST	CNF32	4,674	4,912	5,162	5,424	5,699	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,670	162.50
PEER SUPPORT SPECIALIST	MSC12	2,848	2,993	3,145	3,305	3,473	3,649	3,741	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,676	162.50
PEER SUPPORT SUPERVISOR	MSC19	3,388	3,560	3,741	3,931	4,131	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,560	162.50
PERMIT TECHNICIAN	MSC23	3,741	3,931	4,131	4,341	4,562	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	6,139	162.50
PRINCIPAL HUMAN RESOURCE ANALYST	MGT22	6,524	6,855	7,203	7,569	7,953	8,357	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,703	162.50
PRINCIPAL PLANNER	MGT22	6,524	6,855	7,203	7,569	7,953	8,357	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,703	162.50
PROBATION ASSISTANT	DSS04	3,242	3,405	3,577	3,756	3,945	4,146	4,250	4,357	4,466	4,578	4,694	4,812	4,933	5,057	5,314	173.33
PROGRAM MANAGER I	MGT23	6,687	7,027	7,384	7,759	8,153	8,566	8,781	9,001	9,227	9,458	9,695	9,937	10,187	10,442	10,972	162.50
PROGRAM MANAGER II	MGT29	7,759	8,153	8,566	9,001	9,458	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,112	12,725	162.50
PUBLIC HEALTH ASSISTANT	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	162.50
PUBLIC HEALTH NURSE I	PF41	5,899	6,198	6,512	6,842	7,188	7,553	7,742	7,936	8,135	8,338	8,547	8,761	8,981	9,206	9,672	162.50
PUBLIC HEALTH NURSE II	PF45	6,512	6,842	7,188	7,553	7,936	8,338	8,547	8,761	8,981	9,206	9,436	9,672	9,914	10,162	10,676	162.50
PUBLIC HEALTH NURSE III	PF49	7,188	7,553	7,936	8,338	8,761	9,206	9,436	9,672	9,914	10,162	10,416	10,676	10,943	11,217	11,785	162.50
PUBLIC WORKS LABORER	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	173.33
PUBLIC WORKS SUPERINTENDENT	MGT18	5,906	6,207	6,524	6,855	7,203	7,569	7,759	7,953	8,153	8,357	8,566	8,781	9,001	9,227	9,695	173.33
PUBLIC WORKS SUPERVISOR	MSC36	5,162	5,424	5,699	5,989	6,293	6,612	6,777	6,947	7,121	7,300	7,483	7,670	7,862	8,059	8,468	173.33
PURCHASING COORDINATOR	MSC24	3,835	4,030	4,235	4,450	4,676	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,293	162.50
PURCHASING TECHNICIAN	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	162.50
QA COORDINATOR I	PF44	6,353	6,675	7,013	7,368	7,742	8,135	8,338	8,547	8,761	8,981	9,206	9,436	9,672	9,914	10,416	162.50
QA COORDINATOR II	PF46	6,675	7,013	7,368	7,742	8,135	8,547	8,761	8,981	9,206	9,436	9,672	9,914	10,162	10,416	10,943	162.50
REGISTERED NURSE	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
ROAD MAINT LEADWORKER	MSC33	4,793	5,036	5,291	5,560	5,842	6,139	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,862	173.33
ROAD MAINT WORKER I	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	173.33
ROAD MAINT WORKER II	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	173.33
ROAD MAINT WORKER III	MSC26	4,030	4,235	4,450	4,676	4,913	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	173.33
ROAD MAINT WORKER IV	MSC30	4,450	4,676	4,913	5,162	5,424	5,699	5,842	5,989	6,139	6,293	6,451	6,612	6,777	6,947	7,300	173.33
ROAD MAINT WORKER TRAINEE	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	173.33
SAFETY OFFICER - ASST RISK MGR	PFA36	5,184	5,447	5,723	6,013	6,318	6,639	6,805	6,975	7,150	7,329	7,513	7,701	7,894	8,091	8,500	162.50
SENIOR DEPUTY COUNTY COUNSEL	MGT41	10,442	10,972	11,529	12,112	12,725	13,369	13,703	14,045	14,396	14,756	15,125	15,503	15,890	16,287	17,111	162.50
SENIOR PAYROLL SPECIALIST	CNF34	4,912	5,162	5,424	5,699	5,989	6,293	6,451	6,612	6,777	6,947	7,121	7,300	7,483	7,670	8,060	162.50
SERGEANT	DSS33	6,643	6,979	7,334	7,707	8,098	8,509	8,722	8,940	9,164	9,393	9,628	9,869	10,116	10,369	10,894	173.33
SHERIFF'S RECORDS CLERK	DSA11	3,048	3,202	3,365	3,538	3,719	3,909	4,007	4,108	4,211	4,317	4,425	4,536	4,650	4,767	5,009	173.33
SHERIFFS' TECHNICIAN	DSA22	4,007	4,211	4,425	4,650	4,886	5,134	5,263	5,395	5,530	5,669	5,811	5,957	6,106	6,259	6,577	173.33
SOCIAL SERVICES ASSISTANT	MSC20	3,473	3,649	3,835	4,030	4,235	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,699	162.50
SOCIAL WORKER I	PF23	3,777	3,969	4,171	4,383	4,607	4,840	4,961	5,085	5,212	5,343	5,477	5,614	5,755	5,899	6,198	162.50
SOCIAL WORKER II	PF27	4,171	4,383	4,607	4,840	5,085	5,343	5,477	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,842	162.50
SOCIAL WORKER III	PF31	4,607	4,840	5,085	5,343	5,614	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,013	7,188	7,553	162.50
SOCIAL WORKER IV	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
SOCIAL WORKER SUP I	PF37	5,343	5,614	5,899	6,198	6,512	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,761	162.50

Attachment: Job Class Approved 032525 Effective 030125 (10348 : Adopt Revised Job Class Table as

County of Colusa
Monthly Job Class/Salary Schedule

Effective: 03/0
Board Revision Date: 03/25/25

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours
SOCIAL WORKER SUP II	PF40	5,755	6,047	6,353	6,675	7,013	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,761	8,981	9,436	162.50
STAFF SERVICES ANALYST I	PF29	4,383	4,607	4,840	5,085	5,343	5,614	5,755	5,899	6,047	6,198	6,353	6,512	6,675	6,842	7,188	162.50
STAFF SERVICES ANALYST II	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
STAFF SERVICES MANAGER	MGT29	7,759	8,153	8,566	9,001	9,458	9,937	10,187	10,442	10,703	10,972	11,247	11,529	11,817	12,112	12,725	162.50
SUPERVISING ASSESSMENT TECHNICIAN	MSC27	4,131	4,341	4,562	4,793	5,036	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	162.50
SUPERVISING PROBATION OFFICER	DSS28	5,871	6,169	6,481	6,809	7,155	7,518	7,707	7,900	8,098	8,301	8,509	8,722	8,940	9,164	9,628	173.33
SYSTEM SUPPORT ANALYST	MSC27	4,131	4,341	4,562	4,793	5,036	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,451	6,777	162.50
TIME - MATERIAL & SFTY ASST	MSC24	3,835	4,030	4,235	4,450	4,676	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,293	173.33
TRAFFIC CONT TECH I	MSC22	3,649	3,835	4,030	4,235	4,450	4,676	4,793	4,913	5,036	5,162	5,291	5,424	5,560	5,699	5,989	173.33
TRAFFIC CONT TECH II	MSC26	4,030	4,235	4,450	4,676	4,913	5,162	5,291	5,424	5,560	5,699	5,842	5,989	6,139	6,293	6,612	173.33
TRANSIT DRIVER	MSC16	3,145	3,305	3,473	3,649	3,835	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,162	173.33
TRANSIT MANAGER	MGT10	4,846	5,091	5,350	5,621	5,906	6,207	6,364	6,524	6,687	6,855	7,027	7,203	7,384	7,569	7,953	173.33
VICTIM WITNESS ADV I LT	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	162.50
VICTIM WITNESS ADV II LT	MSC18	3,305	3,473	3,649	3,835	4,030	4,235	4,341	4,450	4,562	4,676	4,793	4,913	5,036	5,162	5,424	162.50
VICTIM WITNESS COORDINATOR ADV	PF34	4,961	5,212	5,477	5,755	6,047	6,353	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	8,135	162.50
VICTIM WITNESS PROGRAM MGR	PF38	5,477	5,755	6,047	6,353	6,675	7,013	7,188	7,368	7,553	7,742	7,936	8,135	8,338	8,547	8,981	162.50
VOCATIONAL ASSISTANT	MSC09	2,643	2,778	2,920	3,068	3,224	3,388	3,473	3,560	3,649	3,741	3,835	3,931	4,030	4,131	4,341	162.50
WATER SYSTEMS OPERATOR	PF35	5,085	5,343	5,614	5,899	6,198	6,512	6,675	6,842	7,013	7,188	7,368	7,553	7,742	7,936	8,338	162.50
WORK CREW SUPERVISOR	MSC14	2,993	3,145	3,305	3,473	3,649	3,835	3,931	4,030	4,131	4,235	4,341	4,450	4,562	4,676	4,913	162.50
DEPUTY SHERIFF TRAINEE	FLAT	4,100/month															173.33
EXTRA HELP	FLAT	Various rates 16.50/hour - 100/hour															162.50
PLANNING COMMISSIONER	FLAT	50.00/meeting															162.50

ELECTED OFFICIALS		BASE	5 YR*	10 YR*	15 YR*	YRATE											
ASSESSOR/ DIRECT ASMT OFF	E-ASSESSOR	11,816	12,111	12,407	12,702												162.50
AUDITOR/CONTROLLER	E-AUDITOR	12,193	12,498	12,803	13,107												162.50
COUNTY CLERK/RECORDER	E-CLERK	11,553	11,842	12,131	12,419												162.50
DISTRICT ATTORNEY	E-DA	15,553	15,942	16,331	16,719												162.50
SHERIFF/CORONER	E-SHERIFF	16,843	17,264	17,685	18,106												173.33
TREAS/TAX COLL - PUB GUARD	E-TREAS	11,785	12,080	12,374	12,669	16,646											162.50

* Experience based salary adjustment based on relevant public service year prior to elected position

TABLE UPDATES

10/01/24 2% COLA CNF, DSA, DSS, MGS, MGT, MSC, PF, PFA
01/01/24 Elected Officials - New salary structure
01/01/24 4% COLA DH, UDH
01/01/24 2.5% URD on MGT table
12/01/23 2.5% COLA MGS, MGT
10/01/23 2.5% COLA DSA, DSS, MSC, PF, PFA
10/01/22 3% COLA All Schedules
10/01/21 3% COLA All Schedules
10/01/20 1.6% COLA All Schedules
04/01/20 COLA 2.6% DSA, DSS, MGS, MGT
01/01/20 COLA 2.6% CNF, DH, MSC,PF, PFA, UDH
04/01/19 Equity Adjustments - various postions
10/01/18 2% COLA All Schedules
04/01/18 Equity Adjustments - various postions
10/01/17 2% COLA All Schedules
04/01/17 Equity Adjustments - various postions
10/01/16 2% COLA All Schedules
04/01/16 Equity Adjustments - various postions

Attachment: Job Class Approved 032525 Effective 030125 (10348 : Adopt Revised Job Class Table as

Job Title	Sch/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Base Monthly Hours

07/01/15 3% COLA All Schedules
01/01/14 Replaced 9 step table with new table and increased 1%

Attachment: Job Class Approved 032525 Effective 030125 (10348 : Adopt Revised Job Class Table as

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: March 25, 2025

DEPARTMENT: Auditor

FROM: Robert Zunino

SUBJECT: Approve Four-Year Audit Compilation Followed by Full Audit for the Princeton Fire Department

Adopt a Resolution authorizing four-year audit compilation followed by full audit for the Princeton Fire Department.

Detailed Description/Background of request

At the February 28, 2023 Board of Supervisors meeting, I announced that my office will no longer provide annual audit services to Colusa County's Special Districts due to changes in audit standards/requirements and staff reductions within my department. Several special districts within the County expressed concern due to the costs associated with an annual audit and the difficulty they were facing in obtaining a CPA firm that was willing to contract with them as a client.

At its November 19, 2024 meeting, the Princeton Fire Department Board voted unanimously to pursue a request of the Colusa County Board of Supervisors for approval of a change to the district's audit policy that would allow them to perform a four-year audit compilation followed by a full audit as per GC 6505 and 26909. The district board feels this change will conserve costs involved with outside audits.

Government Code 26909 (b):
A special district may, by unanimous request of the governing board of the special district and with unanimous approval of the board of supervisors, replace the annual audit required by this section with one of the following, performed in accordance with professional standards, as determined by the county auditor:

(1) A biennial audit covering a two-year period.
(2) An audit covering a five-year period if the special district's annual revenues do not exceed an amount specified by the board of supervisors.
(3) An audit conducted at specific intervals, as recommended by the county auditor, that shall be completed at least once every five years.

My department has been conducting annual audits for this district for many years and to my knowledge there have never been any audit findings. Based on this fact, it is my recommendation to the Board of Supervisors that they approve this resolution allowing

the district to change their audit policy of transitioning to a four-year audit compilation followed by a full audit.

Prior Board Action
None

Fiscal Impact/Funding Source
None to the county - audit costs will be incurred by special district.

Action for the Clerk
Provide Princeton Fire Department and County Auditor-Controller copy of approved resolution.

ATTACHMENTS:

- Princeton Fire Dept Audit Resolution (PDF)
- Princeton Fire Department audit BOS resolution (DOCX)

RESOLUTION No. 2024-2

RESOLUTION OF THE PRINCETON VOUNTEER FIRE DEPARTMENT (PVFD), STATE OF CALIFORNIA, AUTHORIZING THE PVFD BOARD OF DIRECTORS TO EXECUTE AN AGREEMENT WITH ROBERT W JOHNSON, AN ACCOUNTANCY CORPORATION, TO CONDUCT A FOUR-YEAR AUDIT COMPILATION FOR PVFD FOR FISCAL YEARS 2023/2024, 2024/2025, 2025/2026, AND 2026/2027 AND CONDUCT A FULL AUDIT IN FISCAL YEAR 2027/2028.

WHEREAS, the Princeton Volunteer Fire Department (PVFD) serves the jurisdiction encompassed within the Princeton Fire Protection District, Colusa County, State of California, providing first responder emergency services to include full-service fire and emergency medical services twenty-four hours per day and seven days per week; and

WHEREAS, the PVFD is an all-volunteer fully authorized fire department; and

WHEREAS, the PVFD Board of Directors received a proposal from Robert W. Johnson, an Accountancy Corporation, 6234 Birdcage Street, Citrus Heights, CA, 95610, in order to conduct a four-year Audit Compilation on behalf of PVFD for Fiscal Years 2023/2024, 2024/2025, 2025/2026, and 2026/2027, and conduct a full audit for Fiscal Year 2027/2028; and

WHEREAS, the PVFD Board of Directors has executed an agreement with Robert W. Johnson, an Accountancy Corporation, to conduct a four-year Audit Compilation on behalf of PVFD for Fiscal Years 2023/2024, 2024/2025, 2025/2026, and 2026/2027 and a full audit for Fiscal Year 2027/2028.

NOW, THEREFORE, BE IT RESOLVED BY THE PVFD BOARD OF DIRECTORS AS FOLLOWS:

1. The above recitals are true and correct and are hereby incorporated into this Resolution as findings of the Princeton Volunteer Fire Department Board of Directors.
2. The PVFD Board of Directors is hereby authorized to execute an agreement with Robert W. Johnson, an Accountancy Corporation, to conduct the four-year Audit Compilation and full audit in Fiscal Year 2027/2028 as described above.
3. This Resolution shall become effective immediately.

PASSED, APPROVED AND ADOPTED at a special meeting of the Princeton Volunteer Fire Department Board of Directors on this 19th day of November 2024, by the following vote:

AYES: 5

NOES: 0

ABSENT: 0

ABSTAIN: 0

APPROVED:

Manuel Barrett

Manuel Barrett, President

ATTESTED:

Greg Hansen

Greg Hansen, Secretary

Attachment: Princeton Fire Dept Audit Resolution (10360 : Four-Year Audit Compilation/Full Audit for the Princeton Fire Department)

RESOLUTION NO. 25-

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS CONSENTING TO PREPARATION OF A FOUR-YEAR AUDIT COMPILATION FOLLOWED BY A FULL AUDIT BY THE PRINCETON FIRE DEPARTMENT

WHEREAS, the Princeton Fire Department Board of Directors has requested a modification from having annual financial audits prepared to having a four-year audit compilation conducted for fiscal years 2023/2024 through 2026/2027 followed by a full audit in fiscal year 2027/2028; and

WHEREAS, such modification requires the consent of the Board of Supervisors; and

WHEREAS, the Princeton Fire Department, having sound financial practices in place, evidenced by having had no findings in their recent audit history; and

WHEREAS, the County Auditor recommends the Princeton Fire Department be allowed to have a four-year audit compilation followed by a full audit prepared;

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors hereby concurs that the Princeton Fire Department may have a four-year audit compilation conducted for fiscal years 2023/2024 through 2026/2027 followed by a full audit conducted in fiscal year 2027/2028.

RESOLUTION PASSED AND ADOPTED this 25th day of March 2025 by the following vote:

AYES:

NOES:

ABSENT:

_____
Daurice K. Smith, Chairperson
Colusa County Board of Supervisors

ATTEST:

Wendy G. Tyler
Clerk to the Board of Supervisors

By: _____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Richard Stout
County Counsel

Attachment: Princeton Fire Department audit BOS resolution [Revision 1] (10360 : Four-Year Audit Compilation/Full Audit for the Princeton Fire

COUNTY OF COLUSA, CA

6.1

Request For County Board of Supervisors Action

MEETING DATE: March 25, 2025

DEPARTMENT: Health and Human Services

FROM: Kirill Obraztsov

SUBJECT: Approve Letter in Support of the Ministerial Association of Colusa County's Application for Senior Nutrition Program Funding.

Approve Letter in Support of the Ministerial Association of Colusa County's Application for Senior Nutrition Program Funding.

Detailed Description/Background of request

The Letter of Support for Ministerial Association of Colusa County (MACC) application and award for continuing support and delivery of the Senior Nutrition program in Colusa County.

Department of Health and Human Services (DHHS) and MACC have been working together since 2022 to provide services under the Senior Nutrition program in Colusa County. For the last three years, MACC's staff and volunteers showed their continued involvement and commitment to the success of Senior Nutrition program within Colusa County.

Prior Board Action

None

Fiscal Impact/Funding Source

None

Action for the Clerk

Please distribute accordingly

ATTACHMENTS:

- Letter of Support MACC (DOC)

JOSE MERCED CORONA, DISTRICT I,
VICE-CHAIR
DAURICE K. SMITH, DISTRICT II
CHAIR
KENT S. BOES, DISTRICT III,
RANDY WILSON, DISTRICT IV,
JANICE A. BELL, DISTRICT V

COUNTY OF COLUSA
BOARD OF
SUPERVISORS
547 Market Street, Suite 102
Colusa, CA 95932
(530) 458-0508
Fax (530) 458-0510
boardclerk@countyofcolusa.org

March 25, 2025

Joseph Cobery, Executive Director
Mary Neumann, Deputy Director
Passages Area 3 Agency on Aging
25 Main Street
Chico, California 95928

RE Letter of Support for Ministerial Association of Colusa County (MACC)
Senior Nutrition Program Application

Dear Director Cobery and Deputy Director Neumann:

On behalf of Colusa County, the Board of Supervisors expresses its full support for the Ministerial Association of Colusa County (MACC) in its application and award for the Senior Nutrition Program. We strongly believe this partnership serves the best interests of Colusa County's senior residents.

Since 2022, the Colusa County Department of Health and Human Services has closely collaborated with MACC to enhance and sustain the Senior Nutrition Program. Over the past three years, MACC has demonstrated a steadfast commitment to serving our senior community by providing both congregate meals and home-delivered meals. Currently, MACC supports the operation of our congregate meal site in Williams, which benefits over 60 seniors, including at least 20 seniors on a weekly basis. Additionally, MACC's extensive volunteer network ensures meal deliveries to dozens of other program participants.

Beyond meal services, MACC staff and volunteers provide vital Nutrition Education programs that promote better nutrition, physical fitness, and overall health for participants and caregivers. They diligently follow home-delivered meal schedules, conduct Nutrition Risk Assessments for new and existing participants, submit all necessary reports and client information, and adhere to all mandatory trainings and program requirements. Furthermore, MACC invests its own resources to raise awareness and encourage eligible seniors to participate in the program.

The Colusa County Board of Supervisors fully supports MACC's application and award to continue providing these essential services to seniors in our community. We appreciate your consideration and look forward to seeing the continued positive impact of MACC's work.

Thank you for your time and consideration.

Sincerely,

Daurice K. Smith
Chair, Colusa County Board of Supervisors

cc: Jason McMullan, MACC

Attachment: Letter of Support MACC [Revision 1] (10400 : Letter of Support of MACC)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: March 25, 2025

DEPARTMENT: Public Works/Road Department

FROM: Scott Lanphier

SUBJECT: Receive presentation on the current conditions and funding summaries for County Roads.

Receive presentation on the current conditions and funding summaries for County Roads.

Detailed Description/Background of request

The Interim Public Works Director will present a summary of current road conditions, existing and potential funding options, as well as a planned Road Conditions Dashboard to allow the public to view road closures, road projects, and other information regarding County roads.

Attached files include the presentation in Power Point format as well as a document entitled Transportation Funding in California 2024, prepared by the California Department of Transportation, Division of Planning.

Prior Board Action

None

Fiscal Impact/Funding Source

None

Action for the Clerk

ATTACHMENTS:

- Colusa County Roads Presentation Without SS Pic (PPTX)
- 2024-transportation-funding-in-california-a11y (PDF)

Colusa County Roads Presentation

OVERVIEW OF CONDITIONS, FUNDING, AND STRATEGIES

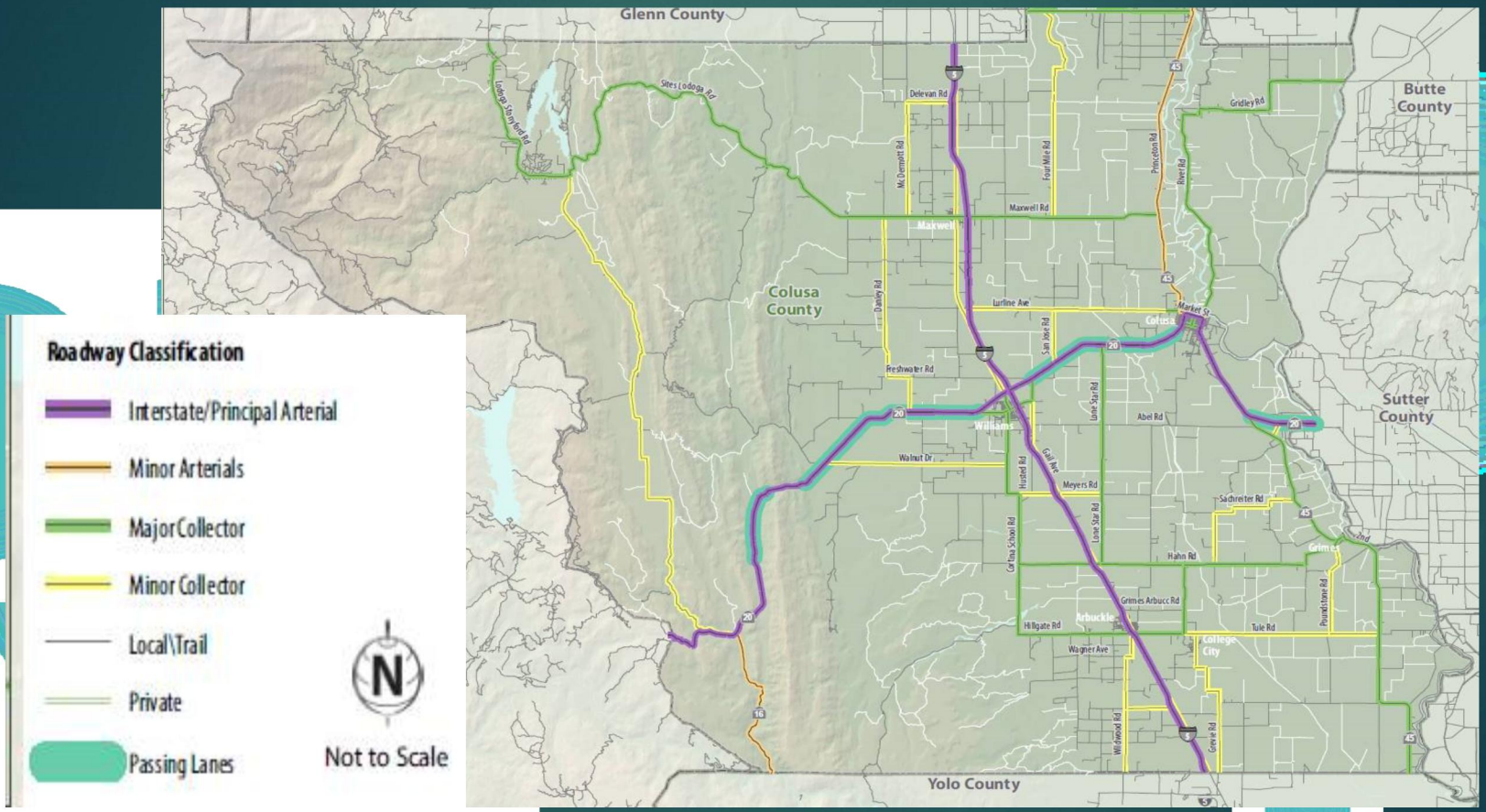
BOARD OF SUPERVISORS MEETING
MARCH 25TH, 2025

SCOTT M. LANPHIER, PE, CFM, CPC

INTERIM DIRECTOR OF PUBLIC WORKS

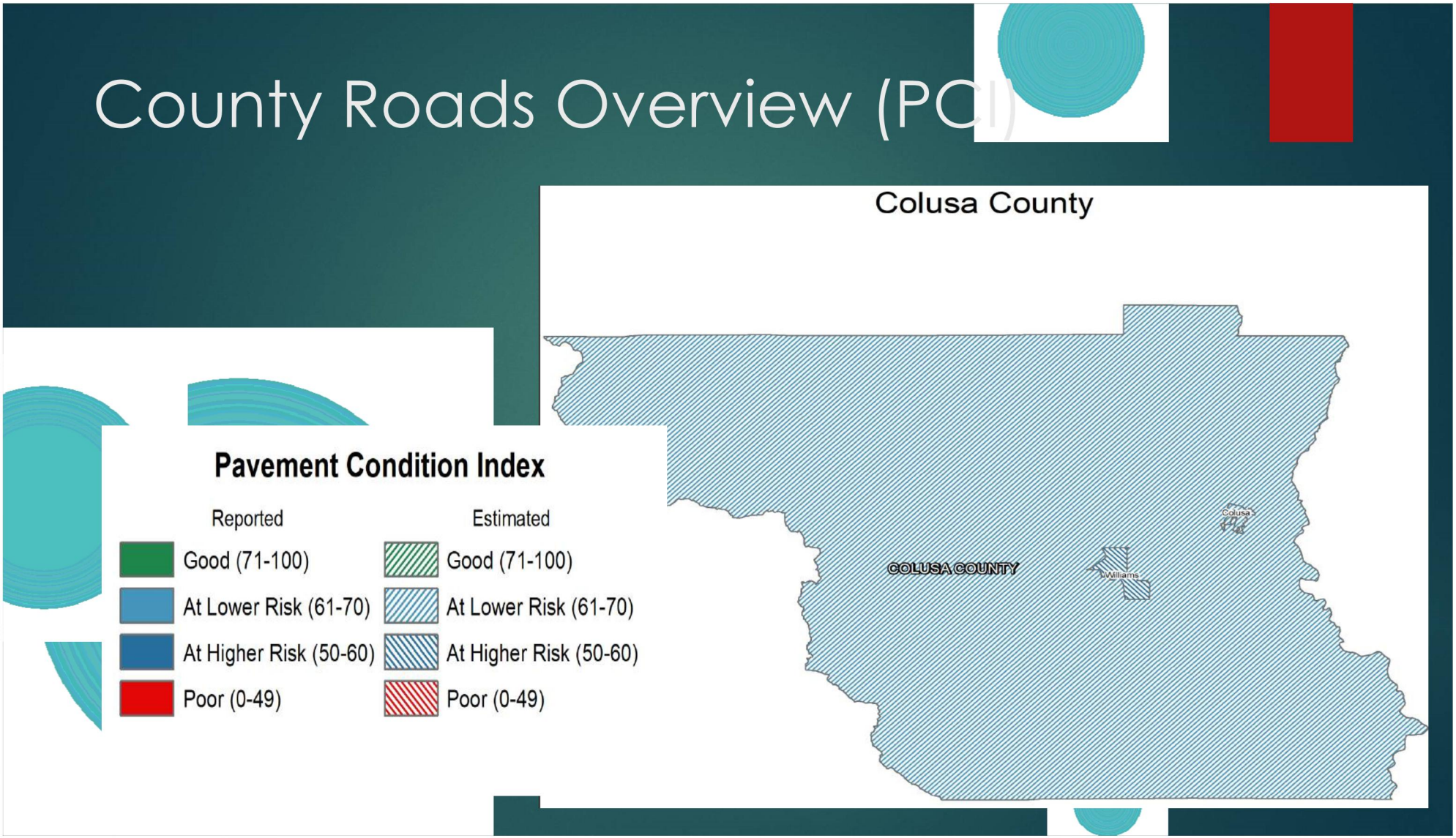
Attachment: Colusa County Roads Presentation Without SS Pic [Revision 2] (10406 : County Roads

County Roads Overview



Attachment: Colusa County Roads Presentation Without SS Pic [Revision 2] (10406 : County Roads

County Roads Overview (PCI)



Attachment: Colusa County Roads Presentation Without SS Pic [Revision 2] (10406 : County Roads

County Roads Overview

- Total Centerline miles = 761*
- Total lane miles = 1,247*
- Countywide Pavement Condition Index = 61* (out of 100)
- ons (all are approximate)
  - Percen %
  - Percent fair
  - Percent poor
- Annual funding e enditures = $5.2M - $11.8M (FY 20 – 24)
- Total funding nee = $24M* (short term) $140M* (long term)
- *source = 2022 CA S ide Local Streets and Roads Assessment (includes Cities)*

Attachment: Colusa County Roads Presentation Without SS Pic [Revision 2] (10406 : County Roads

EXECUTIVE DASHBOARD

COLUSA COUNTY

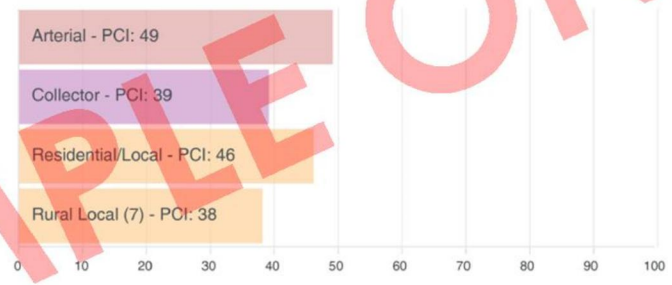
Powered by: StreetSaver®

PAVEMENT AREA	CENTERLINE MILES	LANE MILES	SECTIONS	*PEER COMPARISON (AS OF: 11/30/2024)
2.07 SQUARE MILES	705.13	1219.1	790	35 SIMILAR SIZE AGENCY PCI; 9% YOUR PERCENTILE RANK

HISTORICAL PAVEMENT CONDITION TRENDS



CURRENT PCI BY: FUNCTIONAL CLASS

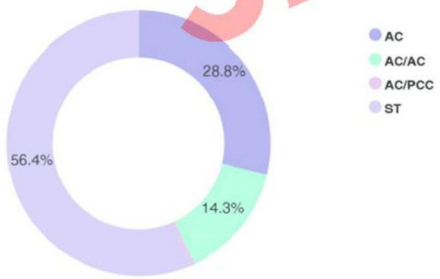


**CURRENT PCI

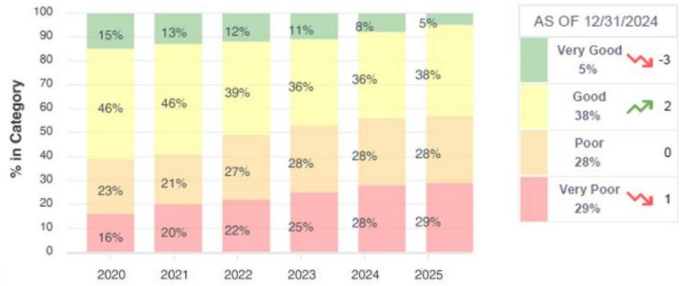


No Change since 12/31/2024

PERCENT OF AREA BY: SURFACE TYPE



HISTORICAL NETWORK CONDITION TRENDS



REMAINING SERVICE LIFE (YEARS)



No Change since 12/31/2024

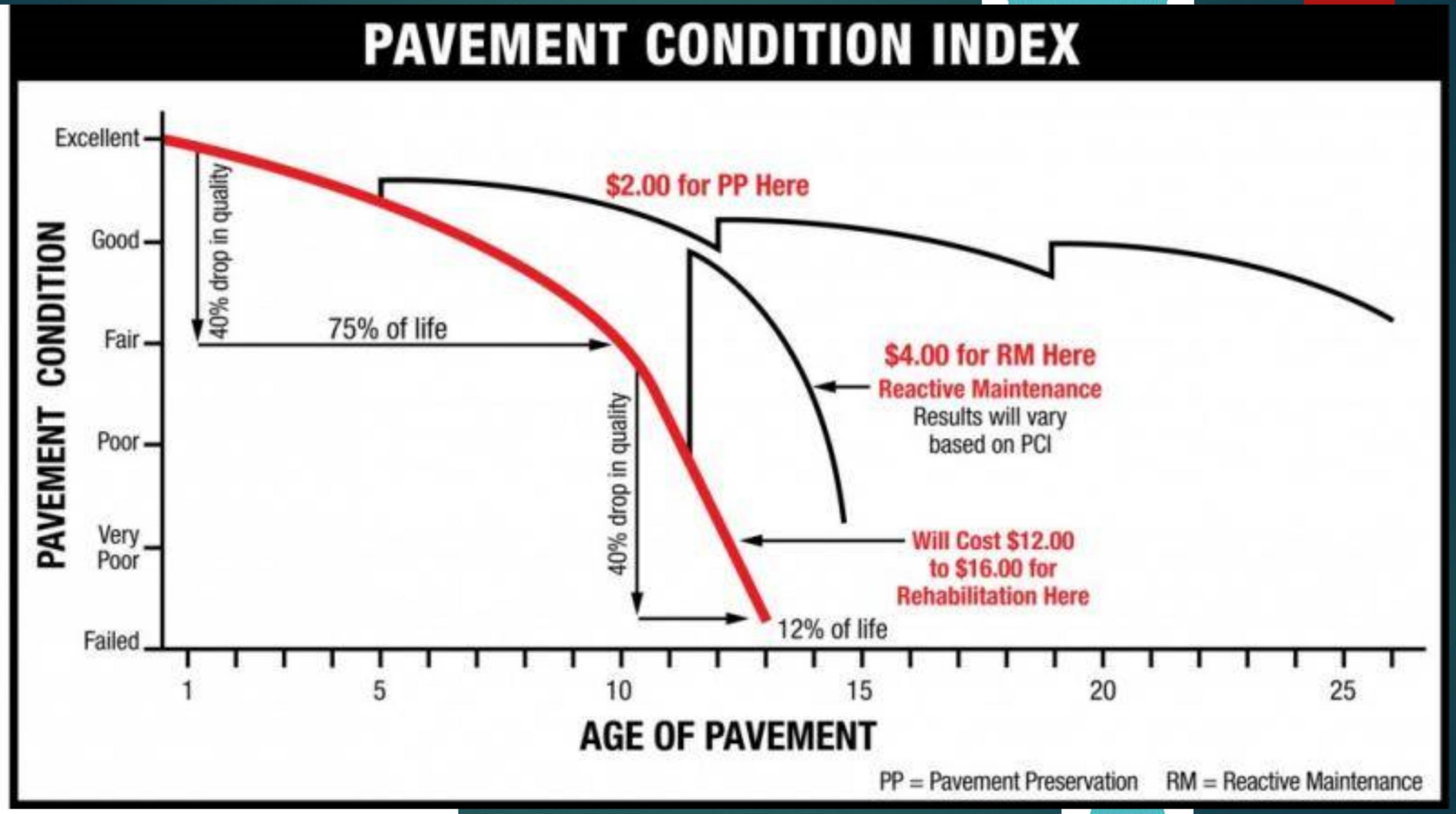
*Based on the closest peers in your geographic location with a comparable number of Sections. **For display purposes only, Current PCI graph shows Condition Category colors based on default PCI Breakpoint values of 70, 50 and 25. Please Note: Historical PCI values are calculated as of 12/31 of the year shown.

SAMPLE ONLY

Attachment: Colusa County Roads Presentation Without SS Pic [Revision 2] (10406 : County Roads

	PCI	PCI	REPRESENTATIVE PAVEMENT SURFACE	REPAIR ACTIVITIES
ROUTINE MAINTENANCE	86 - 100	90		Pavements with PCI indexes above 85, or 'Good' may require periodic joint/crack sealing and local patching.
PAVEMENT PRESERVATION	65 - 85	70		Pavements with PCI conditions ranging from 'Satisfactory' to 'Good' may require surface treatments (seal coat), thin overlays, and/or joint/crack sealing.
MAJOR REHABILITATION	40 - 64	40		Pavements that have deteriorated below a PCI 64, or within the range of 'Poor' to 'Fair' conditions may require major rehabilitation such as pavement mill and overlay or PCC restoration activity.
MAJOR RECONSTRUCTION	0 - 39	15		Pavements that have deteriorated below a PCI 40, or within the range of 'Failed' to 'Very Poor' conditions may require major reconstruction.

Attachment: Colusa County Roads Presentation Without SS Pic [Revision 2] (10406 : County Roads



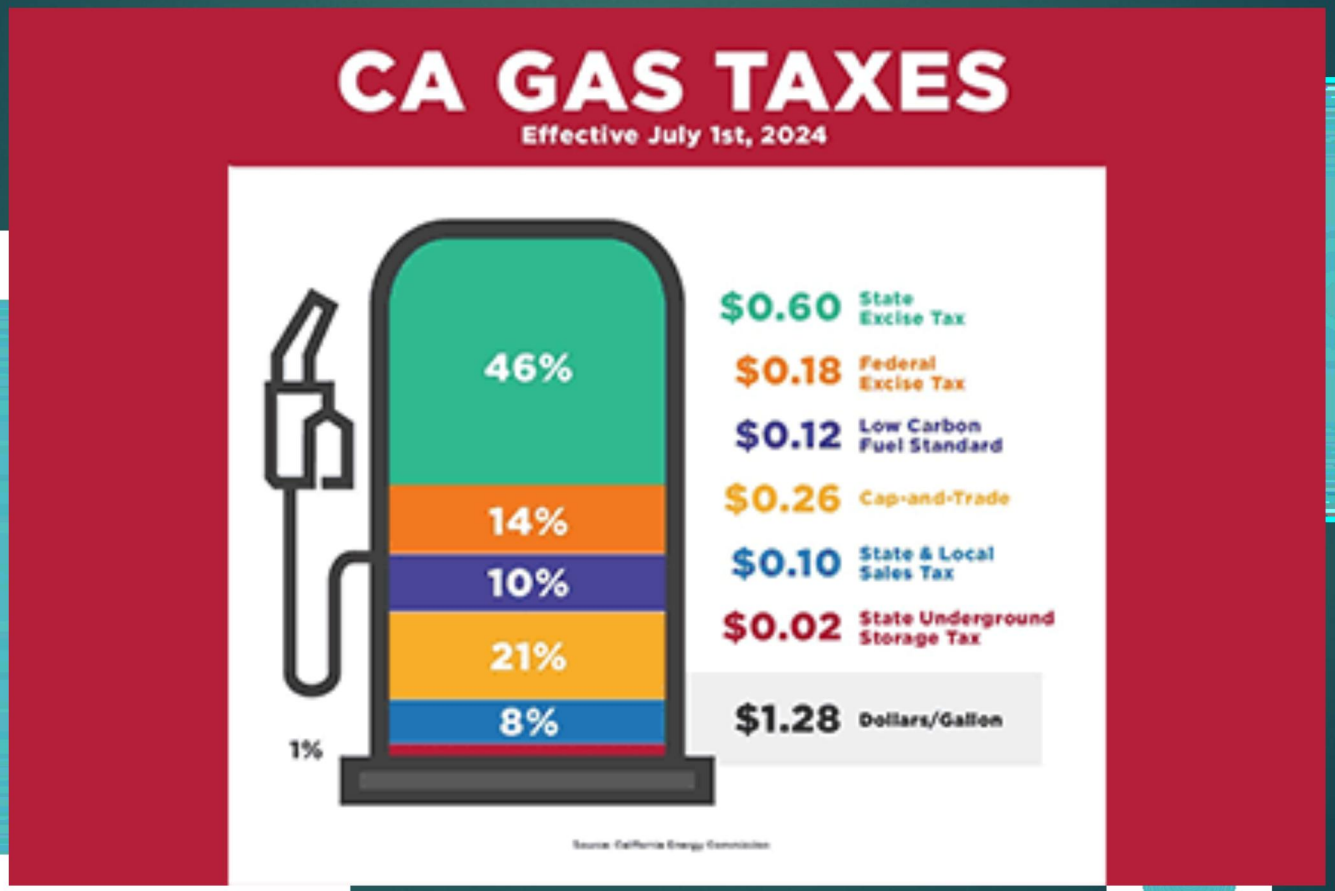
Attachment: Colusa County Roads Presentation Without SS Pic [Revision 2] (10406 : County Roads

Major Current Issues

- Significant countywide road deficiencies
- [illegible]nd staff
- Mainte[illegible]orts and costs
- Significant h[illegible] vehicle use
- Geography/t[illegible]ography
- Weather/flood[illegible]g

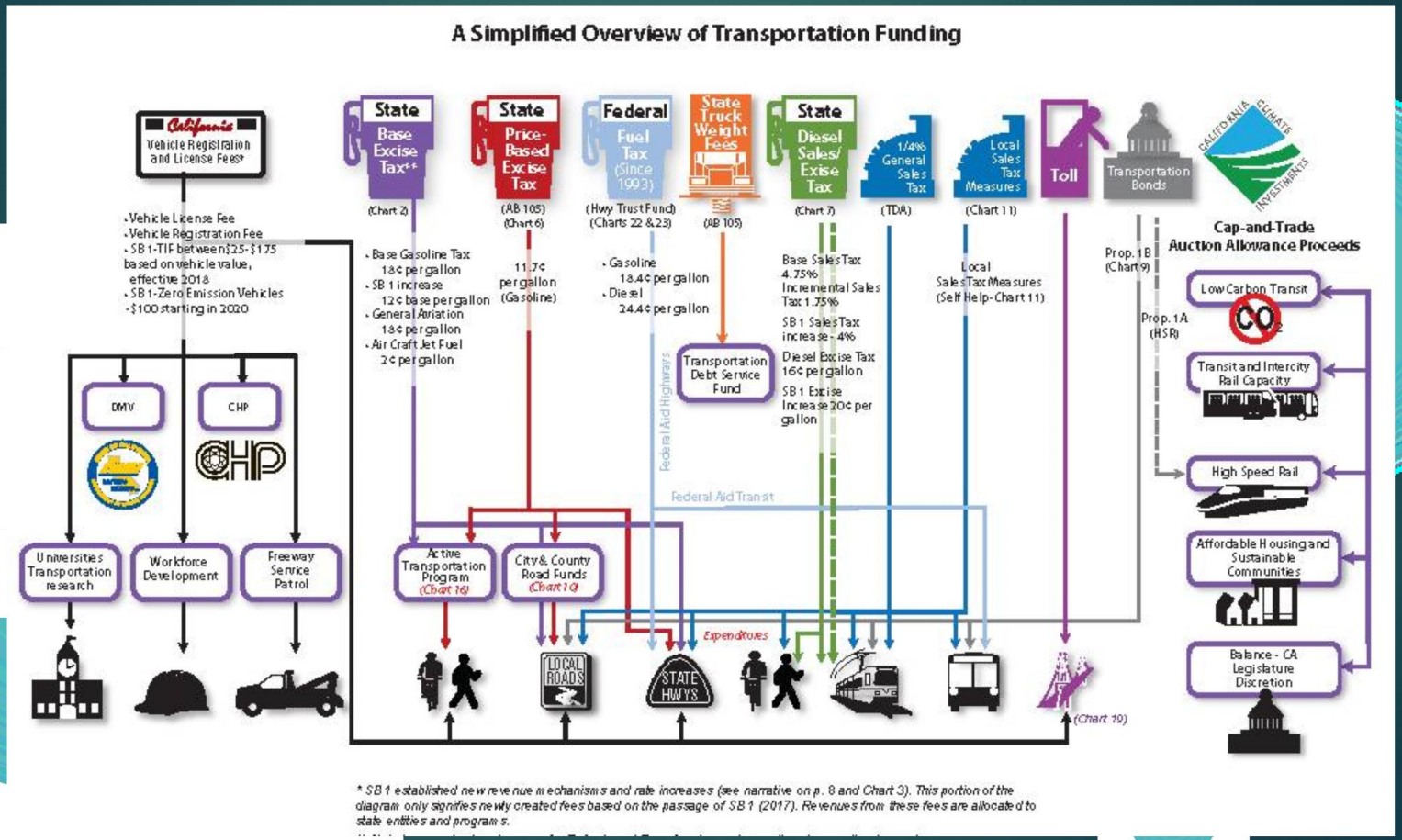
Attachment: Colusa County Roads Presentation Without SS Pic [Revision 2] (10406 : County Roads

Funding – Gas Taxes in CA



Attachment: Colusa County Roads Presentation Without SS Pic [Revision 2] (10406 : County Roads

Funding – Gas Taxes in CA



Attachment: Colusa County Roads Presentation Without SS Pic [Revision 2] (10406 : County Roads

Funding Expenditures (FY 20 - 24)

FISCAL YR	SUBTOTAL EXPENSES	LESS REIMB EXP	TOTAL EXPENSES
2023-24	$ 11,809,124	$ (2,988,848)	$ 8,820,276
2022-23	$ 8,185,094	$ (3,022,490)	$ 5,162,604
2021-22	$ 5,145,125	$ (550,412)	$ 4,594,713
2020-21	$ 8,024,096	$ (428,606)	$ 7,595,490
2019-20	$ 5,274,872	$ (3,408,738)	$ 1,866,134

Attachment: Colusa County Roads Presentation Without SS Pic [Revision 2] (10406 : County Roads

Funding Estimates (2018 RTP)

TABLE E.5
SUMMARY OF 24 YEAR RTP
ANTICIPATED REVENUES FOR COLUSA COUNTY

Revenue Category	Revenue ($1,000s)
State Transportation Improvement Program (STIP)[1]	$42,316
SB 1 – Roadway Maintenance and Rehabilitation Account (RMRA)[2]	$24,900
Surface Transportation Program (STP)[3]	$22,493
State Highways Operations and Projection Program (SHOPP)[4]	$11,187
Local Transportation Fund (LTF) - 1/4 cents sales tax for Transit	$26,823
Airport Income	$4,110
State Transit Assistance (STA)	$2,723
Transit Fares	$2,226
Planning, Programming, Monitoring (PPM)	$1,192
FTA Section 5311 (Operating)	$2,207
FTA Section 5311 (Capital)	$281
Total Anticipated Revenues from Existing Sources	**$140,458**

Notes:
[1] CTC and Caltrans District 3 projection based on historical programming levels and 75% for RIP.
[2] Based on 2018 Estimates
[3] Based on FAST Act program consolidations includes HSIP and Bridge.
[4] Based on Caltrans District 3 current SHOPP Program.
Source: Colusa County CCTC ; Caltrans District 3; CTC;.

Attachment: Colusa County Roads Presentation Without SS Pic [Revision 2] (10406 : County Roads

Funding

- Prior funding used
  - ovement Program (RIP) funds
  - Highw e Program (HBP) funds
  - Road Ma ance and Rehabilitation Account (RMRA - SB unds
  - Local Road nds

Attachment: Colusa County Roads Presentation Without SS Pic [Revision 2] (10406 : County Roads

Funding Totals (RMRA ~ SB-1)

Colusa County
Road Maintenance and Rehabilitation Account (SB-1)
Annual Funding[1]

(Source: CA State Controller's Office)

202 D)	$1.6M
20	$2.9M
202	$2.5M
201	$2.3M
20	$2.1M

Note: 1) Source ate Controllers Office. Funds are distributed throughout These figures represent end of year totals

Attachment: Colusa County Roads Presentation Without SS Pic [Revision 2] (10406 : County Roads

Funding Totals (RIP)

Colusa County Transportation Commission[1]
Regional Improvement Program (RIP)

(Source: CA Transportation Commission)

	Total Target Estimate
2024 (th h 2029)	$2.5M
2022 (thr h 2027)	$4.5M
2020 (thr h 2025)	$3.3M
2018 (thr h 2023)	$2.4M

Note: 1) Funds repr estimated totals for Colusa County, City of Williams, and City of Colusa

Attachment: Colusa County Roads Presentation Without SS Pic [Revision 2] (10406 : County Roads

Funding Options (Grants)

- SB 1 Local Streets & Roads Program – Formula funding for local maintenance.
- Improvement Program (STIP) – Capital road improve ts.
- State-Local P hip Program (LPP) – Matching grants for self-help counties.
- Active Transport n Program (ATP) – Bike/pedestrian elements in road projects.
- CalRecycle Rubb zed Pavement Grant – Funds resurfacing with recycled tires.
- Emergency Re unding – Available after natural disasters for road restorati

Attachment: Colusa County Roads Presentation Without SS Pic [Revision 2] (10406 : County Roads

Funding Options (Grants)

- RAISE Grants – Funds transformative road projects with no local match required.
- e Transportation Grants – Supports major rural road ar… jects.
- Federal Land… ss Program – Improves roads leading to federal lands.
- USDA Rural Deve… ment Grants – Infrastructure support for rural communities.
- EDA Public Works… ants – Funds economic development-related transportation pr… cts.
- HSIP & Safe Stre… Highway safety improvements and local road safety plans.

Attachment: Colusa County Roads Presentation Without SS Pic [Revision 2] (10406 : County Roads

Funding Options (Other)

- Sales Tax Measures – Possible Measure B in Colusa demonstrates local tax funding potential.
- Bond… …on Bonds – Can raise upfront capital for long-term … …pgrades.
- Developer I… …ct Fees – Requires new developments to contribute to … …d funding. (2023 Balance approx $300k)
- County Servic… …reas – Localized tax zones to fund road maintenance
- Private Partne… …ips – Engaging local businesses to co-fund road im… …vements.

Attachment: Colusa County Roads Presentation Without SS Pic [Revision 2] (10406 : County Roads

Short-Term Improvement Strategies

- Hire additional road crew staff
- tional equipment
- Utilize ex grant funding options
- Pursue ado nal grant options
- Consider co ultants to assist with project design and constru on as well as grant administration
- Improve ro nformation updates to public (Dashboo

Attachment: Colusa County Roads Presentation Without SS Pic [Revision 2] (10406 : County Roads

Long-Term Improvement Strategies

- Research and pursue additional federal grant (RAISE, INFRA, etc.)
- Consider additional funding options
- Engage with Federal Representatives for special project funding, formerly known as "Priority Projects" (typically used on State Highways)

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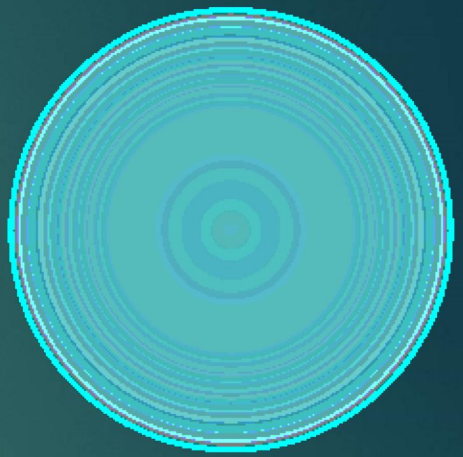
Communication with the Public

- Roadway information dashboard
  - ted road closure information
  - Will dis rrent road construction projects
  - Can be u on computer, tablet, or phone
  - Updated fr uently
  - Will roll out County website this summer
  - Will supple nt Road Closure Report (PDF)



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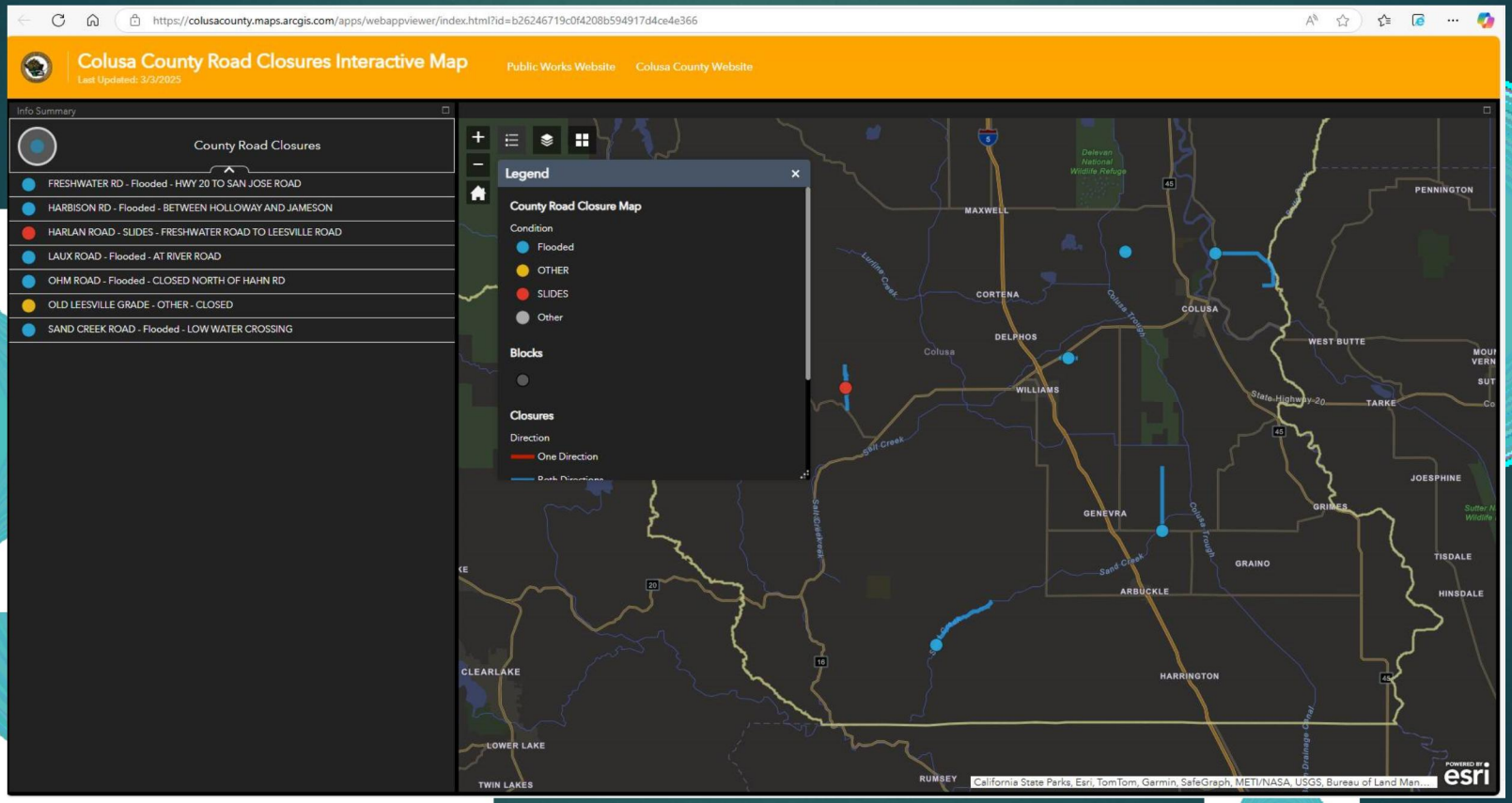
Communication with the Public



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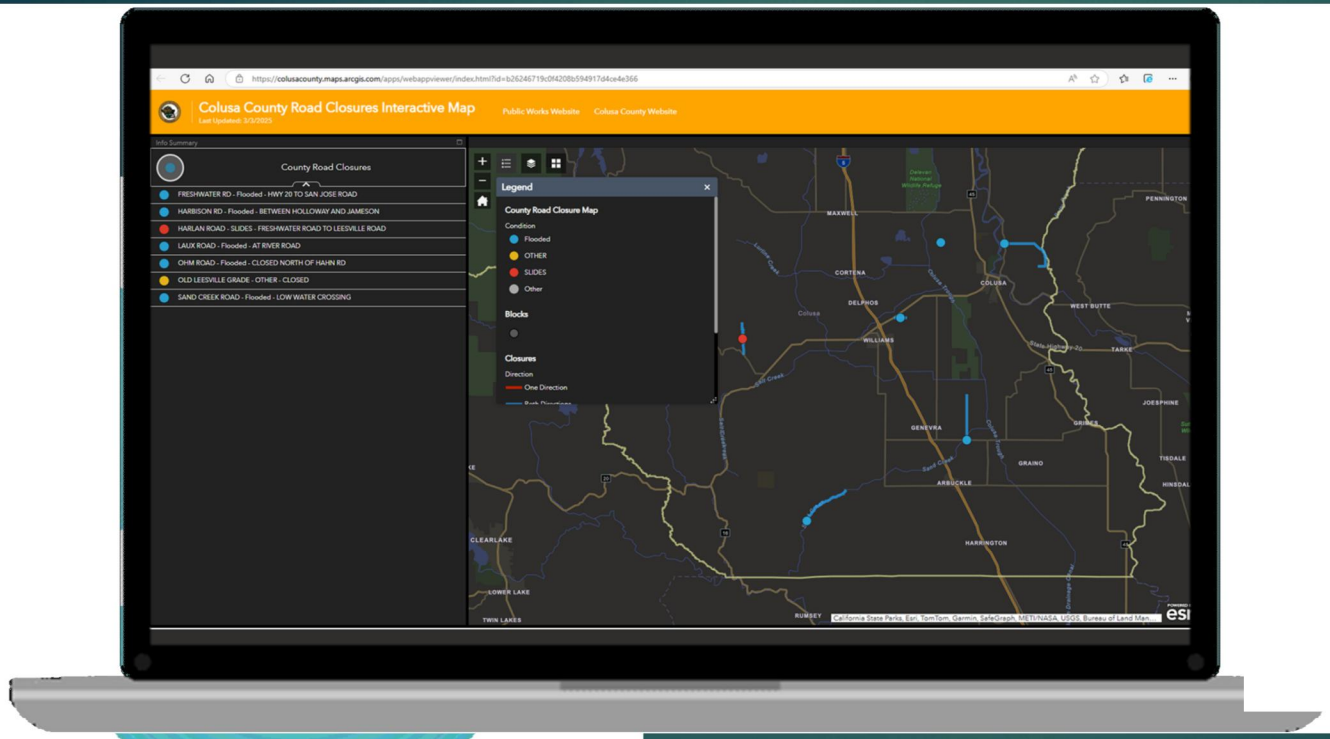

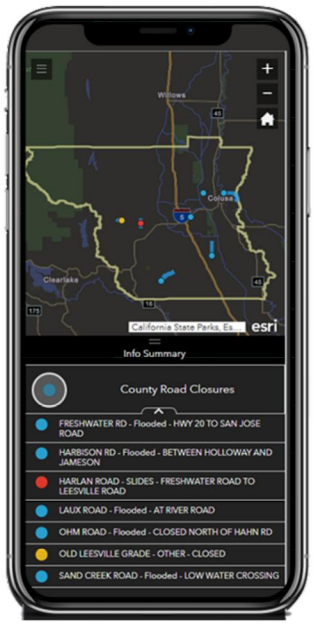

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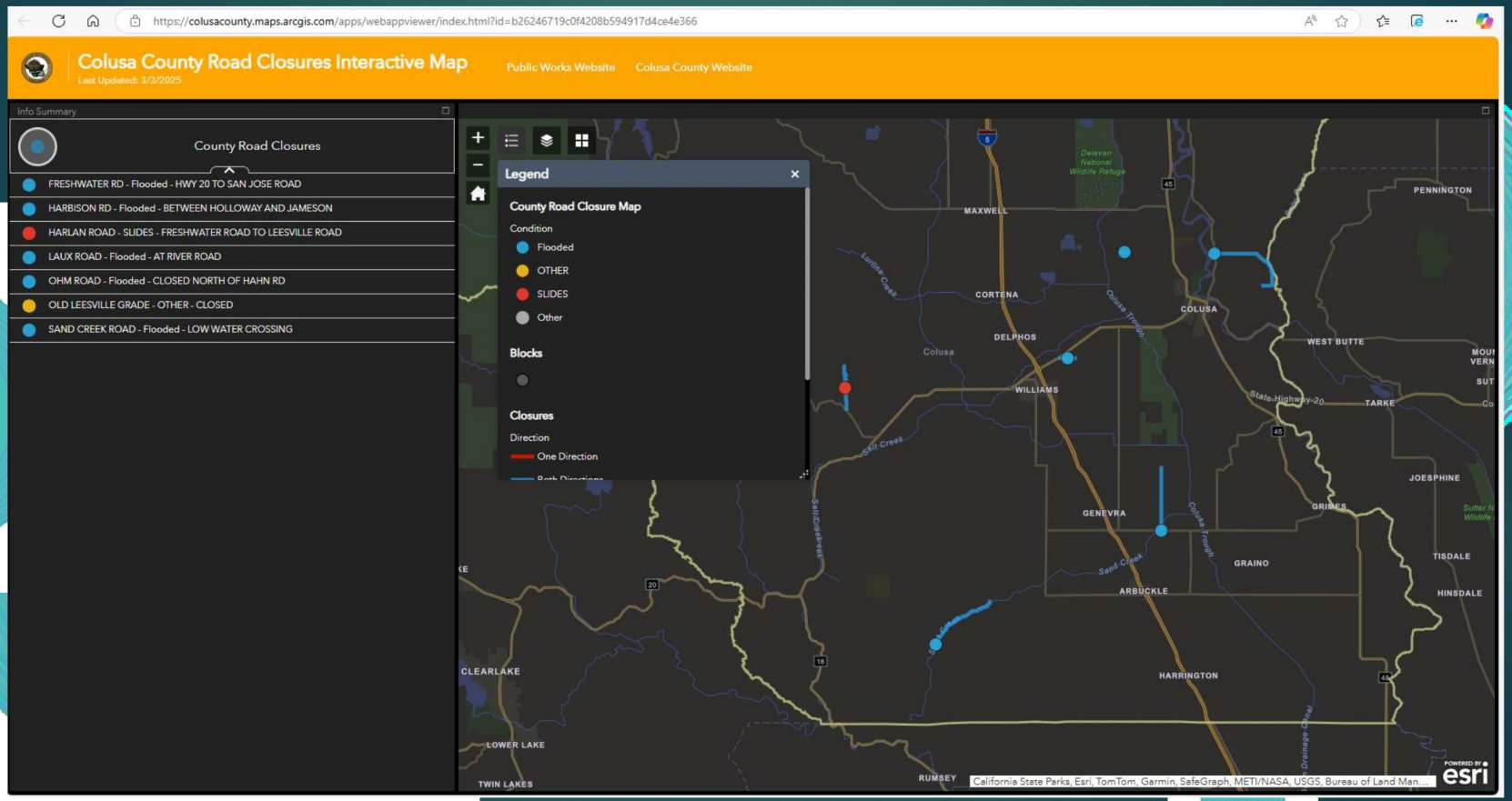
Communication with the Public



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Communication with the Public

Colusa County Road Closures:
https://colusacounty.maps.arcgis.com/apps/webappviewer/index.html?id=b262[illegible]
94917d4ce4e366

[illegible]ounty Departmen[illegible]
ht[illegible]maps.arcgis.com/apps/webappviewer/index.html?id=61ec24[illegible]
d7014cd023c4de

[illegible]oad monitoring Dashbo[illegible]
ht[illegible]ps.arcgis.com/apps/dashboards/6537fbd01c49400bb5dac4b1e9131b63

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TRANSPORTATION FUNDING IN CALIFORNIA 2024

California Department of Transportation | Division of Transportation Planning | Office of State Planning | Transportation Economics Branch







Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)

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Disclaimer

This guide provides an overview of transportation funding sources and apportionments to entities and programs. The information stated in this document should not be used for accounting purposes, as some figures are drawn from sources with varying accounting practices. Any stated financial figures are subject to change. The latest version of this document can be viewed online at https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/state-planning-v2/transportation-economics/transportation-funding-in-ca

TRANSPORTATION FUNDING IN CALIFORNIA 2024

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CONTENTS

■ Transportation Funding in California 2024

An Overview of the Transportation System 5

The Transportation System's Decision Makers 6

Transportation Funding Sources 9

Federal and State Transportation Programming 14

■ Charts and Tables

A Simplified Overview of Transportation Funding 19

Fuel Excise Tax 20

Overview of Senate Bill 1 21

State and Federal Highway Funding 22

STIP Funding Distribution 23

Incremental Excise Tax 24

State Sales and Use Tax and Diesel Fuel Sales Tax 25

Public Transportation Account 26

Proposition 1B 27

Local Street and Road Funding 28

County Transportation Sales Tax Measures 29

Transit and Rail Operations Funding 30

Transit and Rail Capital Funding 31

Cap-and-Trade: Sustainable Communities Funding Programs 32

Cap-and-Trade and High-Speed Rail Funding 33

Active Transportation Program 34

State General Aviation Funding 35

Non-Motorized Transportation Funding 36

State Toll Bridge & Seismic Retrofit Funding 37

Transportation Planning Funds 38

Motor Vehicle Fees 39

Federal-Aid Highway Programs 40

Federal-Aid Transit Programs 44

Tribal Government Transportation Funding 49

Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)



Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)

AN OVERVIEW OF THE TRANSPORTATION SYSTEM

California's transportation network consists of streets, highways, railways, airports, seaports, bicycle routes, and pedestrian pathways. This network provides people and businesses the ability to access destinations and move goods, services, and information throughout the state. Construction, operation, and maintenance responsibilities are shared amongst state, regional, tribal, and local governments. Moreover, funding for these activities comes from federal, state, and local taxes, fees and assessments, private investments, and tribal investments. This collaborative effort results in a well-integrated transportation network that provides mobility for approximately 39 million people, while helping California sustain its position as the world's fifth largest economy.

■ The State Highway System and Local Roadways and Streets

Over 27 million licensed drivers[1] in California travel hundreds of billions of miles, annually, on public roads throughout the state. The California Department of Transportation (Caltrans) is responsible for approximately 52,016 lane miles of interstate freeways and state routes known as the State Highway System (SHS). Caltrans also inspects hundreds of public and special use airports and heliports and maintains over 13,000 state-owned bridges.

Metropolitan Planning Organizations (MPOs) and Regional Transportation Planning Agencies (RTPAs) are responsible for planning, coordinating, and financing local transportation projects. Regional agencies and local governments operate and maintain approximately 339,129 lane miles of public roads and streets.

■ Public Transit

Hundreds of transit operators serve people in California. The number of riders increased from 696 million in FY 2021-22 to almost 819 million in FY 2022-23. These operators provide services such as fixed-route buses, dial-a-ride programs, local and express commuter services, ferry, and paratransit. Local governments, regional agencies, tribal governments, and federal and state agencies operate or finance public bus or rail services as well as rural transit services to the general public throughout California. Commuter rail services such as Metrolink, Caltrain, and heavy rail systems like BART (Bay Area Rapid Transit) operate in large urban areas, servicing daily commuters and interregional travelers. In addition, local and regional transit agencies operate six light rail systems, providing regional service for daily commuters. Caltrans funds three intercity routes—the Pacific Surfliner, the San Joaquins, and the Capitol Corridor. These three routes are managed by local joint power authorities.

California Roadways

	SHS	Local
Lane-Miles	52,016	339,129
Total Annual Vehicle Miles of Travel (billion)	182.51	131.27
Percent Annual Vehicle Miles of Travel	58.17%	41.83%

2022 California Public Road Data, Statistical Information derived from the Highway Performance Monitoring System (HPMS)

■ Other Modal Services

State, regional, local, tribal, and private entities operate and maintain airports, seaports, railways, ferry terminals, bicycle routes, and pedestrian pathways. These modes provide Californians options to travel long or short distances. California's economy relies on the network to move people and goods through the air, water, rail, or roadway. In 2023, California exported $178.71 billion in goods to 227 foreign economies. California's top export markets included Mexico, Canada, China, Japan, and South Korea[2].

1 *https://www.dmv.ca.gov/portal/news-and-media/dmv-statistics/*

2 *https://advocacy.calchamber.com/international/trade/trade-statistics/*

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THE TRANSPORTATION SYSTEM'S DECISION MAKERS

Federal, state, regional, local, and tribal government entities guide and fund the transportation network through coordination, planning, construction, operation, and maintenance activities.

■ Federal Level

The President and Congress enhance the nation's transportation network by creating national policies and allocating funds to states. This effort is carried forward through the Infrastructure Investment and Jobs Act (IIJA) (2021) authorization, signed into law on November 15, 2021 and expires on September 30, 2026, and various funding programs such as the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) (formerly known as Better Utilizing Investments to Leverage Development (BUILD) and Transportation Investment Generating Economic Recovery (TIGER)), the Infrastructure for Rebuilding America (INFRA) (formerly known as the Fostering Advancements in Shipping and Transportation for the Long-term Achievement of National Efficiencies (FASTLANE)), the Surface Transportation Block Grant Program (formerly known as the Transportation Alternatives Program), and the National Infrastructure Project Assistant program (known as the MEGA Grants). This IIJA's "once-in-a-generation" investment will rebuild America's roads, bridges and rails, expand access to clean drinking water and high-speed internet, tackle the climate crisis, advance environmental justice, and invest in communities that have been left behind. It also aims to add on average 1.5 million jobs per year.

The United States Department of Transportation (U.S. DOT) implements and enforces regulations and allocates funds to state, regional, tribal, and local agencies. The U.S. DOT is comprised of agencies that are responsible for specific transportation themes such as highways, transit, aviation, safety, and other emphasis areas. Caltrans partners with the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the Federal Railroad Administration (FRA), and other federal agencies.

■ State Level

At the state level, transportation is a coordinated effort amongst the California State Legislature, California State Transportation Agency (CalSTA), California Transportation Commission (CTC), and Caltrans.

California State Legislature

The Legislature promotes its transportation initiatives and spending priorities by establishing policies and financial resources through state statutes such as the Revenue and Taxation Code, the Streets and Highways Code, and the Government Code. The Governor and Legislature appropriate funds for the transportation network through the annual budget. The Legislature has the authority to designate transportation resources statutorily. For more information visit: ***http://leginfo.legislature.ca.gov.***

California State Transportation Agency

CalSTA's mission is to "lead people-first transportation programs and policies to enhance safety, equity, climate action and economic prosperity for all Californians." CalSTA oversees the Board of Pilot Commissioners, California Highway Patrol, CTC, Caltrans, Department of Motor Vehicles, New Motor Vehicle Board, High-Speed Rail Authority, and the Office of Traffic Safety. For more information visit: ***www.calsta.ca.gov.***

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California Transportation Commission

CTC consists of 11 appointed voting members and two non-voting ex-officio members. The Governor appoints nine members, and the Senate Rules Committee and the Speaker of the Assembly each appoint one member. The two non-voting members are appointed from the State Senate and Assembly. CTC's responsibilities include 1) programing and allocating state and federal funds for the construction of various modes such as highway, passenger rail and transit improvements throughout California, 2) advising and assisting the Secretary of Transportation and the California State Legislature regarding policies, plans, and programs pertaining to transportation, and 3) aiding in the development of state and federal legislation and adopting policies to implement enacted laws. For more information visit: ***www.catc.ca.gov.***

Caltrans

Caltrans plans, designs, constructs, and maintains the SHS to account for motor vehicles, transit, and active transportation modes. This effort involves nominating interregional capital improvement projects to the CTC for construction. Caltrans also collaborates and partners with public and private entities such as the federal, state, regional, tribal governments, and Amtrak to advance the transportation network. For more information visit: ***www.dot.ca.gov.***

■ Tribal Governments

There are 109 federally recognized tribes, and many non-recognized tribes, located within the state that have transportation needs. Tribal governments establish plans and policies that are used to prioritize projects through tribal transportation improvement plans, making them eligible for federal funding (Chart 24). Tribes often leverage funding by collaborating with the state, regional, or local planning agencies on projects of mutual interest through their planning processes, and long-range transportation planning documents.

■ Regional Level

The MPOs, RTPAs, and local governments maintain public streets and roads and allocate resources to the SHS. These entities collaborate with federal and state agencies to meet transportation mandates and implement the objectives of policymakers on behalf of the public.

Metropolitan and Regional Planning Organizations

Under federal law (Title 23 United States Code Section 134), there are 18 MPOs in California with populations greater than 50,000 people. In addition, California has designated 26 RTPAs with populations less than 50,000 people (CA Government Code Section 29532 et. seq.). These regional agencies are responsible for planning, coordinating, and administering federal, state, and local funds that enhance their region's multimodal transportation network. Each agency is responsible for developing an overall work program (an annual document), a regional transportation plan (a 20-year planning and programming document), and a regional transportation improvement program (a 5-year financial document) that is included in Caltrans' State Transportation Improvement Program. For more information visit: ***https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning.***

Local Government Level

California has 482 incorporated cities and 58 counties; each local government has authority over its roads, streets, and land-uses within its jurisdictional boundary. Local governments and transit operators nominate transportation projects for funding to their metropolitan or regional transportation planning organizations. County transportation authorities are responsible for developing expenditure plans for self-imposed, voter-approved, local sales tax measures.

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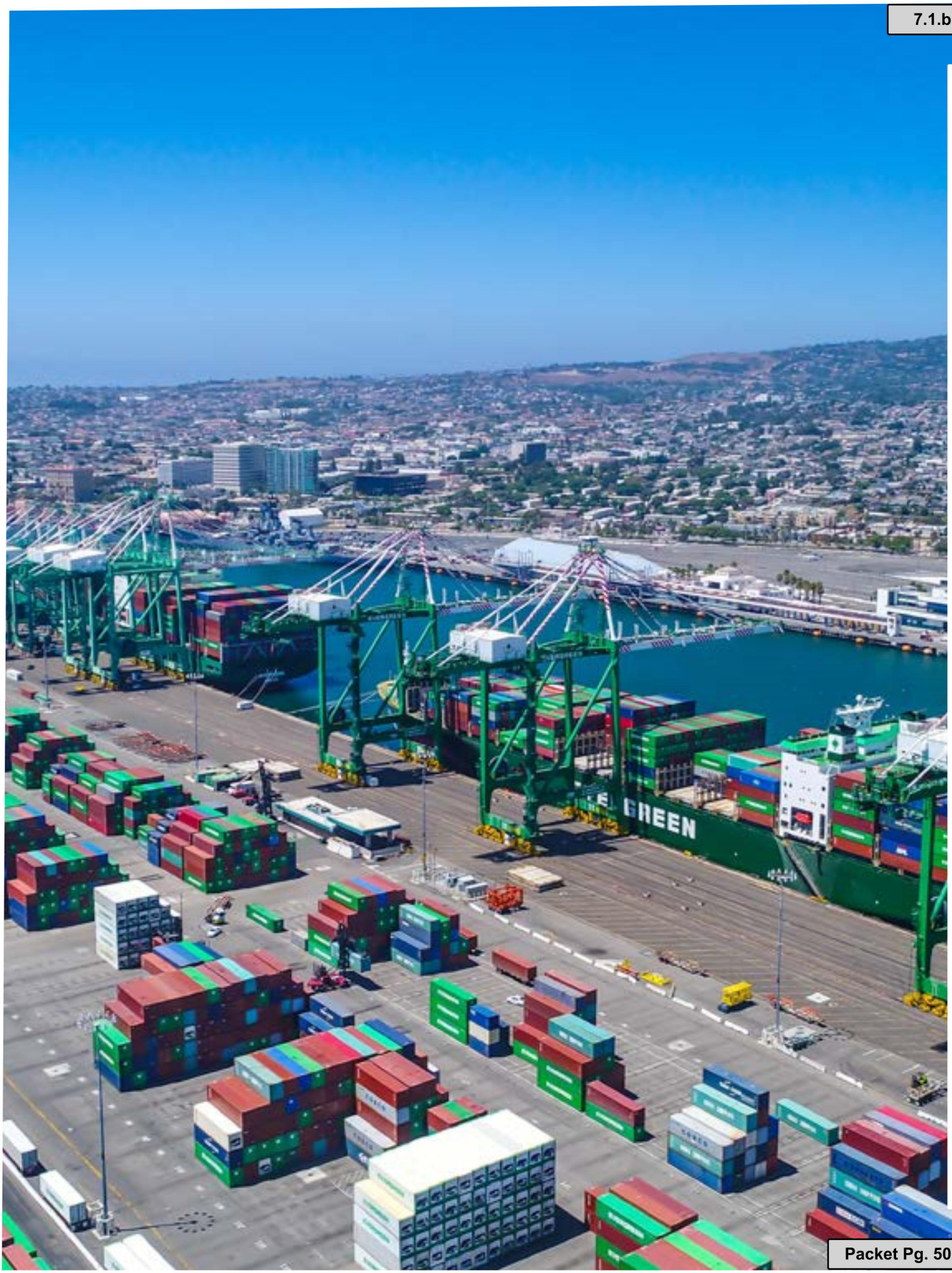

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TRANSPORTATION FUNDING SOURCES

California's transportation network receives funding from federal, state, local, and tribal governments, and private revenue sources (Chart 1). Federal, state, and local revenues are collected through 1) user fees and taxes, 2) property access charges, and 3) subsidies. Regional and local governments provide half of California's transportation funding, whereas the federal and state governments each provide roughly a quarter of the remaining amount. Caltrans' Division of Budgets reports that the state's motor vehicle fees and taxes, alone, will generate approximately over $20 billion in transportation revenues for FY 2024-25 (Chart F, 2024-25 California Transportation Financing Package). The passage of the Road Repair and Accountability Act (2017), also known as California Senate Bill 1 (SB 1), is expected to provide California over $5 billion in transportation funding annually by increasing motor fuel tax rates and creating new fee mechanisms. SB 1 started adjusting for inflation in 2020[3].

Transportation Funding Sources

User Taxes and Fees	• Federal and state gasoline or diesel taxes • Vehicle weight fees (debt service) • Tolls • Transportation Improvement Fee • Road Improvement Fee for zero-emission vehicles • Other various fees
Property Related Charges	• Property taxes • Benefit assessment districts • Developer fees
Subsidies	• Sales taxes • General Funds provided by federal, state, and local governments • Externalized Costs

Source: The Santa Clara Valley Transportation Authority: Introduction to Transportation Funding

■ Federal Funds

Federal Fuel Excise Tax

The Internal Revenue Service collects this tax—18.4¢/gallon gasoline and 24.4¢/gallon diesel fuel—and deposits it into the Highway Trust Fund (HTF).

- Approximately 85 percent of the HTF account goes into the Highway Account. FHWA appropriates funding to each state for specific purposes (Chart 22).
- The remaining 15 percent of the HTF account goes into the Transit Account. The FTA allocates this funding to regional agencies and local transit providers in each state for specific transit purposes (Chart 23).
- California receives most of its federal tax contributions through the FHWA apportionments. Under IIJA, California's apportionment for the federal fiscal year FFY 2023 is approximately $5.61 billion for FHWA and $2.01 billion for FTA[4].

For more information visit: ***www.fhwa.dot.gov/policy/olsp/fundingfederalaid/.***

3 This document includes some but not all budget and accounting information. For more information on budget or accounting see https://dot.ca.gov/programs/budgets

4 https://rebuildingca.ca.gov/iija-by-the-numbers/

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■ State Funds

State Fuel Excise Tax[5]

Beginning July 1, 2020, state fuel excise taxes are subject to annual inflation rate adjustments. The inflation adjusted rates for FY 2024-25 are 59.6¢/gallon on gasoline and 45.4¢/gallon on diesel fuel. State Fuel Excise Tax revenues (Chart 2) are shared between the State Highway Account (SHA) and the Road Maintenance & Rehabilitation Account (RMRA), and local entities, according to a statutory formula (Chart 4), while also backfilling the truck weight fee revenue.

Under Article XIX of the California Constitution, revenues raised from taxes and fees must be spent on transportation improvement efforts. In addition, SB 1 mandates the implementation of cost savings and accountability practices such as streamlining the environmental process, identifying specific performance measures, and improving transportation investment reporting accuracy.

The excise tax on gasoline is comprised of three taxes: the base excise tax, SB 1 portion, and the incremental excise tax. These three components are adjusted annually for inflation.

- For FY 2024-25, the inflation-adjusted base gasoline excise tax is 22.7¢/gallon. This amount is split as follows: cities and counties receive approximately 36 percent of this revenue, while the remaining 64 percent goes to the SHA (Chart 2).
- The SB 1 portion of 15.1¢/gallon is deposited into the RMRA (Chart 2).
- The incremental excise tax (formerly known as the price-based excise tax) for FY 2024-25 is 21.8¢/gallon. This revenue is first used to backfill weight fees. Any remaining funds are allocated among local roadways (44 percent), new construction projects (STIP, 44 percent), and highway maintenance and rehabilitation (SHOPP, 12 percent).

For FY 2024-25, the state's diesel excise tax is 45.4¢/gallon (Chart 2) with 20.2¢ for the base and 25.2¢ pursuant to SB 1. These rates are adjusted annually for inflation.

The state also collects excise taxes on general aviation and aircraft jet fuel (Chart 17).

Vehicle Taxes and Fees[6]

SB 1 created two new transportation funding mechanisms—the Transportation Improvement Fee and the Road Improvement Fee:

- The Transportation Improvement Fee (TIF) charges vehicle owners an annual fee based on the current market value of a vehicle—for calendar year 2024, the TIF ranges from $32 to $227—at the same time vehicle registration fees are due[6]. This fee is used to fund transportation related purposes and is adjusted annually for inflation on January 1, every year based on the California Consumer Price Index (Chart 3). Estimated revenue from TIF for FY 2024-25 is about $2.46 billion[7].
- The Road Improvement Fee (RIF), effective July 1, 2020, charges electric vehicle owners an annual flat $100 fee that will be adjusted for inflation. The adjusted rate for the calendar year 2024 is $118. This fee only applies to electric vehicles with the model year 2020 and newer, at time of registration[6]. Fees are deposited in the RMRA for various transportation-related purposes (Chart 3). Estimated revenue for FY 2024-25 is approximately $129.93 million[7].

State Sales Tax[8]

The California Department of Tax and Fee Administration (formerly the California Board of Equalization) collects state sales taxes on gasoline, diesel, aviation gas and jet fuel. A bulk of the sales tax on gasoline was eliminated on July 1, 2010, but a collection of 2.25 percent remains. Revenues generated from the sales tax on gasoline are allocated for non-transportation related purposes[8].

5 https://www.cdtfa.ca.gov/taxes-and-fees/sales-tax-rates-for-fuels.htm
6 https://www.dmv.ca.gov/portal/vehicle-registration/registration-fees/
7 https://dot.ca.gov/-/media/dot-media/programs/budgets/documents/fin-pkg-summary-2024-25-ada-signed-final.pdf
8 https://dot.ca.gov/programs/research-innovation-system-information/caltrans-facts

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A sales tax rate of 7.25 percent applies to jet fuel and is allocated for non-transportation related purposes. The state sales tax on diesel fuel is 13 percent, of which 10.5 percent is allocated for public transportation and transit purposes[9] (Chart 7):

- 4.75 percent base sales tax is given to the state and local transit agencies through the Public Transportation Account (PTA) for State Transit Assistance (STA). This account provides revenue for state and local transit purposes as outlined in the Transportation Development Act (TDA).
- 0.5 percent (SB 1 created) is dedicated to the State Rail Assistance Program. This program provides funding to intercity and commuter rail agencies for operation and capital purposes.
- 5.25 percent (1.75 percent incremental sales tax and 3.5 percent SB 1 sales tax increase) is dedicated to the STA program for local transit operation and capital purposes.

Truck Weight Fees[10]

The state collects commercial vehicle fees based on weight, generating over $1 billion a year. The California Department of Motor Vehicles (DMV) calculates weight fees based on the gross weight of commercial vehicles. These fees are deposited into the SHA and then transferred to the Transportation Debt Service Fund to pay for transportation bond debt (Chart 6).

Proposition 1B Bonds

The Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Proposition 1B) authorized the state to sell $19.9 billion in general obligation bonds for transportation projects. This Act provides California funding for congestion relief, goods movement facilitation, air quality improvement, and safety and security enhancements to improve the transportation network (Chart 9).

Motor Vehicle License and Other Fees

The state collects vehicle license, registration, and driver license fees. These revenues are allocated to the California Highway Patrol (CHP) and DMV for traffic law enforcement and regulations (Chart 21). For more information on California's transportation funding structure visit: ***https://catc.ca.gov/reports-resources/annual-reports.***

■ Local and Other Funds

Various local funding sources provide additional revenues for numerous transportation purposes.

Local Sales Tax Measures (Self-Help Counties)

Counties can adopt a sales tax increase for transportation programs. The passage of a local sales tax measure requires 2/3 of local voter approval, generally lasting 20 to 30 years (Chart 11).

- Twenty-five counties have implemented sales tax measures for their transportation needs
- Four transit authorities have approved permanent local tax measures

Transportation Development Act (TDA) of 1971

The main purpose and priority of the TDA is to provide funding for public transportation. To meet this objective, the TDA created the Local Transportation Fund (LTF) in each county into which 0.25 cents of the state sales tax collected in that county is deposited. The TDA was amended in 1979 to create the State Transit Assistance (STA) Program. The STA funds are generated from a statewide slaes tax on motor vehicle (diesel) fuel (Charts 7 and 8).

Transit Fares

In FY 2022-23, approximately $924.64 million[11], an increase of 33 percent from FY 2021-22, were provided from local transit systems in California.

9 https://www.cdtfa.ca.gov/formspubs/l504.pdf

10 https://www.dmv.ca.gov/portal/handbook/vehicle-industry-registration-procedures-manual-2/collection-and-payment-of-fees-and-penalties/weight-fees/#:~:text=A%20weight%20fee%20is%20due,purpose%20(VC%20%C2%A79400).

11 https://bythenumbers.sco.ca.gov/Raw-Data/Transit-Operators-Raw-Data-for-Fiscal-Year-2022-23/bdqr-pszz/about_data

Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)



Local General Funds and Other Local Funds

Includes property taxes, developer fees, street assessments, bonds, fines, and forfeitures (Chart 10).

■ California Senate Bill 1 — The Road Repair and Accountability Act of 2017

As mentioned, in addition to the excise tax increases (Chart 2), the Legislature created two new fees that generate additional revenues for California's transportation system (Chart 3) via the Transportation Improvement Fee (TIF) (effective January 1, 2018) and the Zero-Emission Vehicle Road Improvement Fee (RIF) (effective July 1, 2020). These two fees are adjusted annually for inflation. Starting January 1, 2024, TIF ranges from $32 to $227 and RIF is $118 per vehicle. Consequently, SB 1 is expected to generate an average of $5.4 billion annually. SB 1 is estimated to provide average annual revenues (of a 10-year period) of $2 billion from gasoline excise tax, $855 million from diesel excise tax, $405 million from the diesel sales tax, $70 million from the RIF, and $2 billion from TIF[8].

California's Road Charge Program

Aside from established transportation revenue mechanisms, current practices may need to be revised in the future because of emerging innovations (such as alternative energy vehicles). As of the first quarter of 2024, California has reached more than 1.85 million zero-emission vehicles[11], which surpasses its planned 2025 target. In addition, a significant number of individuals are engaged in either fully remote or hybrid working arrangements, reflecting a widespread shift towards flexible work models amidst changing workplace dynamics. As less people commute to work and more people turn to electric vehicles, fuel tax revenues will decrease over time and impact the transportation network.

As California looks toward a future without gas-powered vehicles, it becomes necessary to think ahead and prepare an alternative funding mechanism to

11 https://www.energy.ca.gov/data-reports/energy-almanac/zero-emission-vehicle-and-infrastructure-statistics/new-zev-sales

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support our transportation network instead of the gas tax. The Road Charge Program has been researching an alternative revenue mechanism to provide a fair, transparent, and sustainable method to preserve and maintain our transportation infrastructure. Under a road charge, all drivers share roadway maintenance and repair costs based on what they actually use. Thus, a mileage-based user fee would be charged to drivers rather than the quantity of gas they purchase. This brings greater equity to transportation funding as everyone pays the same to use the road.

California's first pilot was required by Senate Bill (SB) 1077 (DeSaulnier, 2014). This nine-month pilot program had more than 5,000 vehicles participate and recorded over 37 million miles driven through six different recording and reporting methods (manual to high technology options).

In 2017, CalSTA submitted its findings and recommendations from this effort to the Legislature, the CTC, and the Road Charge Technical Advisory Committee. This first road charge study proved that the road charge revenue mechanism can be functional. More information about the road charge pilot can be found on ***https://dot.ca.gov/programs/road-charge/final-report.***

Building on recommendations from the 2017 Final Report, Caltrans continues to engage in research on technology and user experience, impacts to disadvantaged communities, interoperability between states, impacts to rural communities, and much more. Caltrans has received multiple federal Surface Transportation System Funding Alternatives grants from the FHWA to continue the state's exploration of a road charge as a potential replacement for the gas tax. From January to June of 2021, California tested how road charge can work with four technologies: usage-based insurance, ridesharing, electric vehicle charging stations/ pay-at-the-pump systems, and autonomous vehicles. A comprehensive evaluation of this four-phase demonstration is now online. From April to September of 2023, the Public/ Private Roads Pilot gathered essential information for evaluating how a road charge program could address travel on and off public, private, and tribal roadways in California. It also explored the crossover between tolling and road charge and the opportunities to create an easy taxpayer experience and keep administrative costs down. In 2021, the Legislature passed SB 339 (Weiner), tasking CalSTA with running a pilot that collects actual revenue from participants. This pilot will run from August 2024 to January 2025. As required by SB 339, CalSTA submitted a report to the Legislature in July 2024 on a potential administrative process for road charge implementation in California. Additional information on past projects and ongoing pilot and research efforts can be found on ***https://caroadcharge.com/projects.***



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FEDERAL AND STATE TRANSPORTATION PROGRAMMING

Federal and state governments allocate revenue by programming fund for policy initiatives assigned to tranportation projects.

■ Federal Programming

Congress authorizes the federal government to spend its transportation revenue on programs that support public policy interests for a given amount of time—typically a five- to six-year period. An authorization sets the maximum amount of funding that can be appropriated to such programs each fiscal year. Congress reviews appropriation bills to allocate funding for all federal agencies, departments, and programs annually, providing the legal authority for federal agencies to spend money during the upcoming FY on administered programs. The federal government can only allocate up to the maximum amount identified in the authorization for the upcoming year. FHWA and FTA are the main recipients of federal transportation funding; funds are allocated to each state based on various program requirements.

Current Federal Authorization: Infrastructure Investment and Jobs Act (IIJA)

President Joe Biden signed into law the Infrastructure Investment and Jobs Act (IIJA) on November 15, 2021, allocating $1.2 trillion (including $550 billion in new spending) for transportation purposes over a five-year span (Federal FY 2022-2026). The IIJA is the largest long-term investment in the nation's infrastructure and focuses on making the U.S. economy more sustainable, resilient, and equitable. This is a historic investment that will modernize our roads, bridges, transit, rail, ports, airports, broadband, and drinking water and wastewater infrastructure. Under IIJA, California is estimated to receive guaranteed formula transportation funding over five years as follows[12]:

- $28.2 billion for federal-aid highway and bridges apportioned programs;
- $555 million to reduce transportation-related years as follows[12]:
- $28.2 billion for federal-aid highway and bridges apportioned programs;
- $555 million to reduce transportation-related emissions;
- $631 million to increase the resilience of the transportation system;
- $179 million for safety program to improve driver behavior and reduce motor vehicle-related crashes;
- $152.2 million to reduce commercial motor vehicle crashes;
- $384 million to support the expansion of electric vehicle charging network;
- $10.3 billion to improve public transportation;
- $1.5 billion for infrastructure development for airports;
- $102 billion to modernize and expand passenger rail and improve freight rail efficiency and safety

Additionally, the IIJA creates new discretionary programs (such as Safe Street for All, Federal Aviation Administration Terminal Program, Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT), etc.) and expands existing competitive grant programs (RAISE, INFRA, etc.) between FY 2021-22 and FY 2025-26[12]. The passage of the IIJA resulted in several changes to programs that the FHWA and FTA administer (Charts 22 and 23). For additional information visit: ***https://www.fhwa.dot.gov/bipartisan-infrastructure-law/.***

12 https://www.transportation.gov/briefing-room/bipartisan-infrastructure-law-will-deliver-california

Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)

Inflation Reduction Act (IRA)

The Inflation Reduction Act (IRA), signed into law on August 16, 2022, provides over $5 billion from the General Fund in FY 2022 for three new programs administered by FHWA (the Neighborhood Access and Equity Grant Program, the Low Carbon Transportation Materials Grants, and the Environmental Review Implementation Funds), with those funds available through September 30, 2026. As of June 2023, California received about $645 million in formula and competitive IRA funding to the state, local governments, tribes, and households. For more information, visit: ***https://dot.ca.gov/programs/federal-liaison.***

■ State Programming

Similar to federal programming, the Legislature dictates how state revenues are spent on the transportation network. The Legislature appropriates state funding for specific purposes each year.

State Transportation Improvement Program (STIP)

The STIP funds new construction projects that add capacity to the transportation network. STIP consists of two components, Caltrans' Interregional Transportation Improvement Program (ITIP) and regional transportation planning agencies' Regional Transportation Improvement Program (RTIP). STIP funding is a mix of state and federal taxes and fees (Chart 5). The projected capital allocation in STIP for FY 2023-24 is $685.7 million[8].

State Highway Operation and Protection Program (SHOPP)

This program provides funds for pavement rehabilitation, operation, and safety improvements on state highways and bridges. The projected capital allocation in SHOPP for FY 2023-24 is $4.234 billion[8].

Local Assistance Program

Caltrans administers more than a billion annually in federal and state funding to over 600 cities, counties, and regional agencies. The program provides entities with the opportunity to improve their transportation infrastructure or provide additional services.

Public Transportation Account (PTA) according to Transportation Development Act (TDA)

The PTA primarily supports the STA, intercity rail, and transit capital improvements. The STA program disburses funding to transportation entities based on a formula that is dependent on an area's population and transit operator revenues. These entities then redistribute funding to transit operators within their region for purposes such as operating assistance, capital acquisition and improvement, and transit services (Chart 8).

Proposition 1B: Transportation Bonds

As mentioned previously, Proposition 1B projects focus on improving state highways and local roads, transit networks, passenger rail, freight mobility, and air quality. In partnership with the CTC, Caltrans is responsible for administering most of the Proposition 1B funds. Roughly 99 percent of Proposition 1B funding has been expended. Proposition 1B funds are used for the following purposes: SHOPP, Trade Corridors Improvement Fund program, State Route 99, intercity passenger rail, local transit, and seismic retrofitting of local bridges and overpasses (Chart 9). The projected capital allocation in FY 2023-24 is approximately $39 million from Prop 1B bond including STIP Augmentation and SHOPP Augmentation projects[8]. For more information visit: ***https://bondaccountability.dot.ca.gov/.***

Cap-and-Trade

The Program is doubled in stringency beginning in 2021 to achieve the state's 2030 Greenhouse Gas (GHG) Reduction Target of at least 40 percent below 1990 levels. The California Air Resources Board (ARB) adopted "cap-and-trade" to meet this goal. This market mechanism policy places a "cap" on entities responsible for 85 percent of the state's GHG emissions, which is mandatory for entities that emit more than 25,000 metric tons of GHG emissions. This "cap" limits the amount allocated to each qualified entity. As part of the cap-and-trade program, ARB conducts quarterly auctions and sells emission allowances that generate billions of dollars in state revenue over multiple years. Proceeds from these

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auctions are deposited into the Greenhouse Gas Reduction Fund.

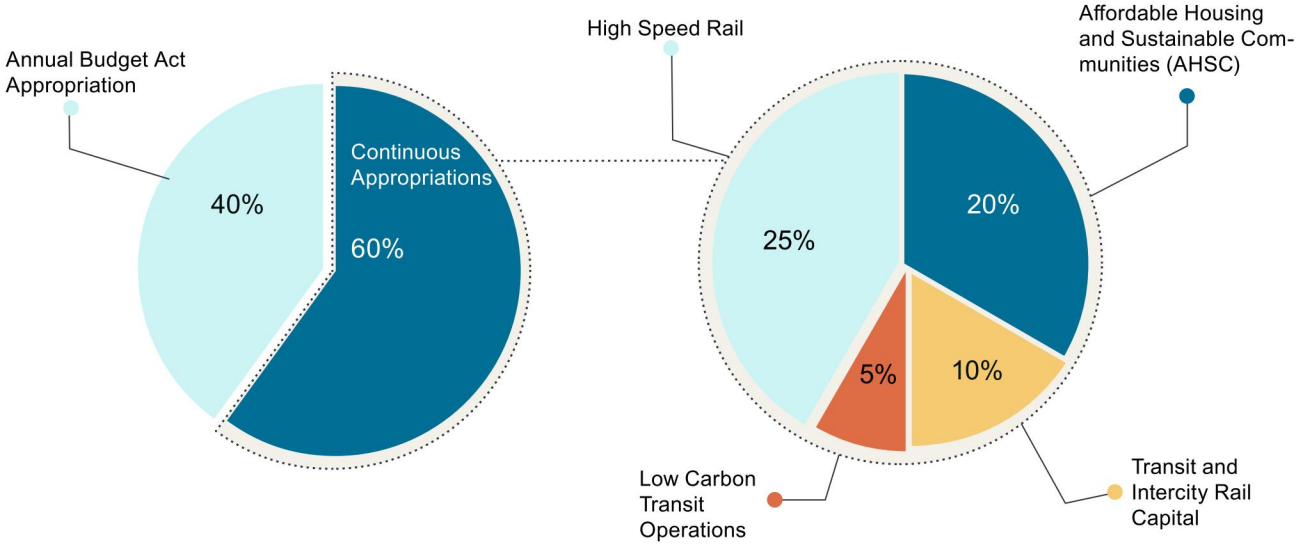
SB 862 (Pavley, 2014) appropriates revenue from the Greenhouse Gas Reduction Fund. This appropriation dedicates 60 percent of cap-and-trade revenue as continuous appropriations for High-Speed Rail (HSR) (Chart 15), Affordable Housing and Sustainable Communities, Transit and Intercity Rail Capital Program, and Low Carbon Transit Operations Program (Charts 14 and 15). The remaining 40 percent of funds is available or the Legislature to direct toward future objectives through annual budget act appropriation (Cap-and-Trade Revenue Allocation chart, p.16). SB 200 (2019) provides five percent of proceeds to the Safe and Affordable Drinking Water Fund, and SB 155 (2021) provides $200 million annually to the Department of Forestry and Fire Protection. Under current law, about 65 percent of cap-and-trade revenue is continuously appropriated to certain projects and programs, with the last two changes have sunset dates in June 30, 2030 and Jun 30, 2029, respectively[13].

The creation of a carbon market also allows businesses that emit less than their allowance, the ability to sell them to others in a secondary market. Businesses that need extra allowances to make up for their shortfall to reduce GHGs can purchase them from entities that do not use their entire allotment. Businesses face steep fines if their allotment is exceeded. Business sectors that purchase allowances generally include heavy industrial, electricity and natural gas producers (stationary sources) and transportation services (mobile sources). Governor Jerry Brown extended the Cap-and-Trade Program to December 2030 through AB 398 (2017).

Active Transportation Program (ATP)

In response to the federal Surface Transportation Block Grant Program, the state's ATP was created on September 26, 2013, with the passage of California SB 99 (Chapter 359, Statutes of 2013), and California AB 101 (Chapter 354, Statutes of 2013). Millions of federal and state dollars are allocated to the ATP each year (Chart 16). This program funds safe routes to school, pedestrian, bicycle, and trail projects. Furthermore, at least 25 percent of the program's funding must be provided for disadvantaged communities (Chart 16). The CTC is responsible for adopting guidelines and programming projects, while Caltrans is responsible for administering the program. For more information visit: ***https://catc.ca.gov/programs/active-transportation-***

SB 862: Cap-and-Trade Revenue Allocation*



Source: CA Air Resources Board (2017). CA Climate Investments Using Cap-and-Trade Auction Proceeds.

** See Cap and Trade program on page 16 for update on revenue allocation.*

13 https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=39719.&lawCode=HSC

Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)

Transit and Intercity Rail Capital Program (TIRCP)

The TIRCP was created by SB 862 (Chapter 36, Statutes of 2014) and modified by SB 9 (Chapter 710, Statutes of 2015) to provide grants from the Greenhouse Gas Reduction Fund to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems, and bus and ferry transit systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. AB 398 extended the Cap-and-Trade Program that supports the TIRCP from 2020 through 2030. SB 1 continues to provide a historic funding increase for transportation with funds directed to the TIRCP from the PTA for new programming.

SB 125 (Chapter 54, Status of 2023) guides the distribution of $4 billion in funding through TIRCP on a population-based formula to regional transportation planning agencies instead of through a program of projects, which will have the flexibility to use the money to fund transit operations or capital improvement. For more information, visit: ***https://calsta.ca.gov/subject-areas/transit-intercity-rail-capital-prog.***

Low Carbon Transit Operations Program (LCTOP)

The LCTOP is part of the Transit, Affordable Housing, and Sustainable Communities Program established by SB 862 (Statutes of 2014). The LCTOP provides operating and capital assistance for transit agencies to reduce GHG emissions and improve mobility, with a priority on serving disadvantaged communities. For more information, visit: ***https://dot.ca.gov/programs/rail-and-mass-transportation/low-carbon-transit-operations-program-lctop.***

State of Good Repair (SGR) Program

Established under SB1, the SGR program provides funding annually to transit operators for eligible transit maintenance, rehabilitation and capital projects in a dedicated effort to support local governments and agencies in their endeavors to repair, maintain, and rehabilititate the state's aging transit infrastructure system. In addition, the SGR Program provides funding to the smaller transit operators which may not have the resources to address everyday repair and rehabilitation needs to their transit fleet, equipment, and facilities that other state and federal programs may not address. With an emphasis on "fix-it-first" projects, the SGR program has the specific goal of keeping existing transit systems in a state of good repair, focusing on the maintenance and rehabilitation of transit facilities and vehicles, and the acquisition of new, zero emission vehicles to replace the aging fleet elements that have reached end of their useful life. These investments will lead to cleaner transit vehicle fleets, increased reliability, increased safety, and the reduction of greenhouse gas emissions and other pollutants. For more information, visit: ***https://dot.ca.gov/programs/rail-and-mass-transportation/state-transit-assistance-state-of-good-repair.***

Zero Emission Vehicles

California transportation is dedicated to promoting innovation and embracing emerging technologies to improve transportation solutions, with a strong emphasis on environmental stewardship. To meet California's health-based air quality standards and greenhouse gas emission reduction goals, cars and fuels must get as close as possible to zero emission. In 2023, California has achieved its goal of 1.5 million zero-emission vehicles[11] (ZEVs) and has been working hard toward the goal of 5 million ZEVs by 2030 and a carbon-neutrality infrastructure by 2045.

In order to achieve the carbon-neutrality infrastructure goal, the 2024 May Revision planned to maintain $1.1 billion for the new Zero-Emission Transit Capital Program. This program will fund zero-emission vehicles and associated infrastructure or transit operations. The Budget Act makes a delay of $680 million in program fund across future fiscal years through 2027-28 to cope with the budget deficit[14].

Transportation Infrastructure Investments

Facing a $46.8 billion budget shortfall, California will maintain $13.1 billion for transportation programs and projects that allign with the state's climate goal while include $675 million in Genral Fund reductions, $1.5 billion in fund shift, and $1.8 billion in delays across various program. Looking toward a green transportation system emphasizing economic growth and equitable recovery from the COVID-19 pandemic, the transportation infrastructure package focuses on increasing mobility options for Californians through rails, transit and active transportation projects, equity-related investments to reconnect communities and enhanced safety projects. For more information, visit: ***https://ebudget.ca.gov/***

14 https://ebudget.ca.gov/budget/2024-25EN/#/BudgetSummary

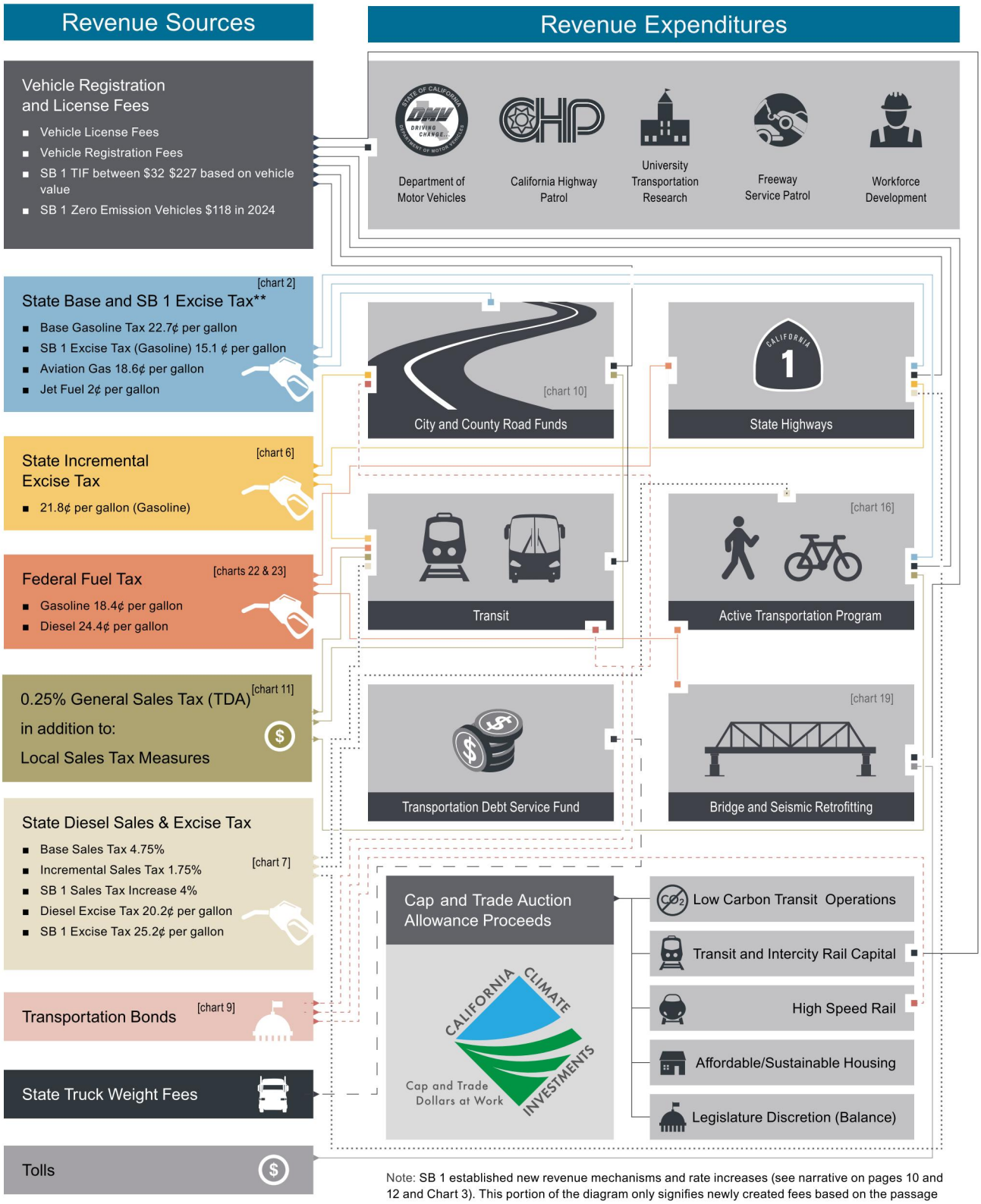
Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)

TRANSPORTATION FUNDING CHARTS



Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)

A SIMPLIFIED OVERVIEW OF FY 2024-25 TRANSPORTATION FUNDING: CHART 1*



Note: SB 1 established new revenue mechanisms and rate increases (see narrative on pages 10 and 12 and Chart 3). This portion of the diagram only signifies newly created fees based on the passage of SB 1 (2017). Revenues from these fees are allocated to state entities and programs.

* This document includes some but not all budget and accounting information. For more information on budget or accounting see *https://dot.ca.gov/programs/budgets* and *http://www.ebudget.ca.gov.*

** State base excise tax also pays for the Aeronautics Account.

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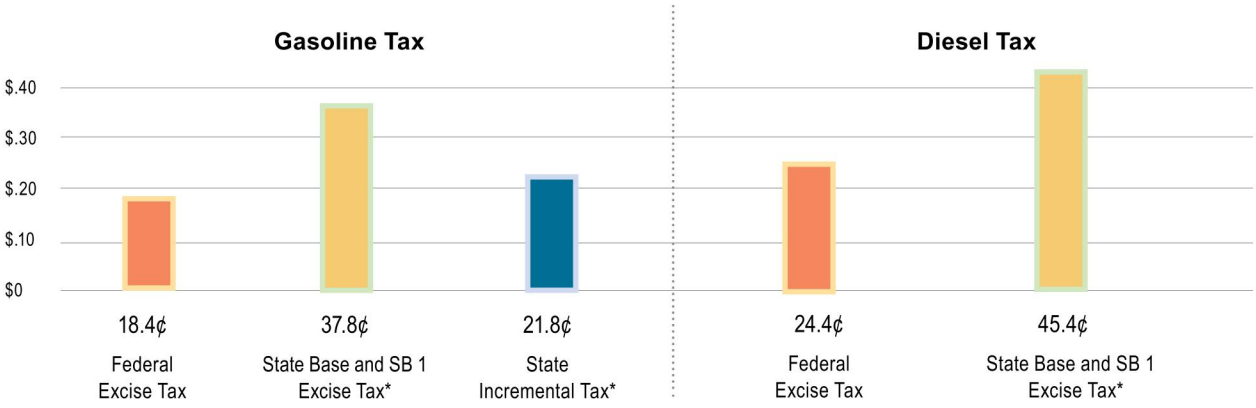
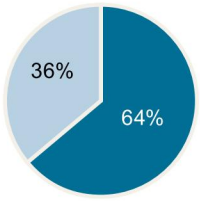
FUEL EXCISE TAX: CHART 2

(Revenue & Taxation Code, §7360 & §60050)

FY 2024-25 Fuel Tax Per Gallon

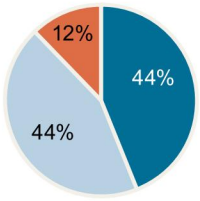


Allocation



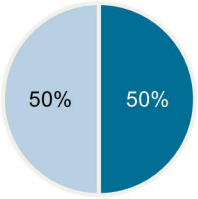
Base Excise Tax**

- SHA: 64%
- Cities & Counties: 36%



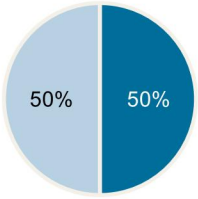
Incremental Excise Tax 21.8¢ * (gasoline)**

- SHOPP: 12%
- STIP: 44%
- Cities & Counties: 44%



SB 1 Excise Tax 15.1¢ ** (gasoline)**

- SHOPP/Maintenance: 50%
- Cities & Counties: 50%



SB 1 Excise Tax 25.2¢ ** (diesel)**

- RMRA: 50%
- TCEA: 50%

* Tax rates identified reflect established SB 1 (2017) increases and inflationary adjustments. The gasoline and diesel fuel excise taxes are adjusted for inflation starting July 1, 2020. SB 1 also increased the sales tax rate for diesel fuel, see Chart 7.

** The 64/36 split only applies to California's base excise tax on motor fuels: 1) 22.7¢ of the 37.8¢ state base and SB 1 excise tax on gasoline and 2) 20.2¢ of the 45.4¢ state base and SB1 excise tax on diesel.

*** The Fuel Tax Swap was first enacted in 2010 (Assembly Bill (AB) x8-6 and Senate Bill (SB) 70). The Fuel Tax Swap eliminated the sales tax on gasoline and replaced it with the price-base excise tax. Due to conflicts created by the passage of Propositions 22 and 26 by voters, the Legislature reenacted the Fuel Tax Swap through AB 105 (2011). The Fuel Tax Swap eliminated the sales tax on gasoline and replaced it with the price-based excise tax. The California Board of Equalization (BOE) was required to adjust this rate annually. The passage of AB 105 (2011) also authorized the redirection of weight fees from the SHA to the General Fund to pay off obligation bond debt service for specified voter-approved transportation bonds. SB 1 replaced the price-based excise tax with an incremental excise tax of 17.3 cents per gallon effective July 1, 2019 and implemented an annual inflation adjustment beginning July 1, 2020. After transfers to backfill diverted weight fees, remaining resources are allocated to SHOPP, STIP and Cities & Counties based on percentages in statute.

**** Specific to the RMRA, after funding for specific transportation programs, revenue will be allocated equally between state and local transportation purposes. See Chart 3 or Chart 4 for more information.

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OVERVIEW OF SENATE BILL 1 (2017): CHART 3*

Diesel Sales & Use Tax Revenues • $3.53 billion over 10 years

Source: a 4 percent sales tax rate increase

Diesel Excise Tax Revenues • $7.27 billion over 10 years

Source: a 20 cent increase & adding an annual inflationary adjustment to the combined diesel excise tax, starting 2020

▶

PTA: to fund transit and intercity and commuter rail operating programs

RMRA: to fund prioritized road maintenance and rehabilitation projects

SHA: to fund highway projects

Trade Corridors Enhancement Account (TCEA): to fund trade corridor projects

New Excise Gas Tax Revenues • $24.82 billion over 10 years

Source: a 12¢ base increase that occurred on 11/1/17; reset incremental excise tax to 17.3¢ by 7/1/19; and adding an annual inflationary adjustment to the combined gasoline excise tax, starting 2020

▶

RMRA: to fund prioritized road maintenance and rehabilitation projects

SHA: to fund highway projects

Highway Users' Tax Account (HUTA): to fund regional transportation agencies for local streets and roads projects

TIF Revenues • $16.35 billion over 10 years

Source: a registration fee increase implemented by SB 1 that ranges from $32 to $227 for 2024 that depends on market value of vehicle and includes an annual inflation adjustment beginning in 2020

▶

RMRA: to fund prioritized road maintenance and rehabilitation projects

SHA: to fund projects that reduce congestion in highly traveled corridors

PTA: to fund Transit and Intercity Rail Capital program as well as State Transit Assistance programs

Road Improvement Fee Revenues • $191 million over 10 years

Source: an annual $100 registration fee will be applied to zero-emission vehicles (ZEV) model year 2020 or newer, starting 7/1/2020. Fees will be adjusted annually based on the California CPI starting January 2021

▶

RMRA: to fund basic road maintenance, rehabilitation, critical safety projects and other transportation initiatives

* Projected amounts were prior to impacts of COVID-19 pandemic

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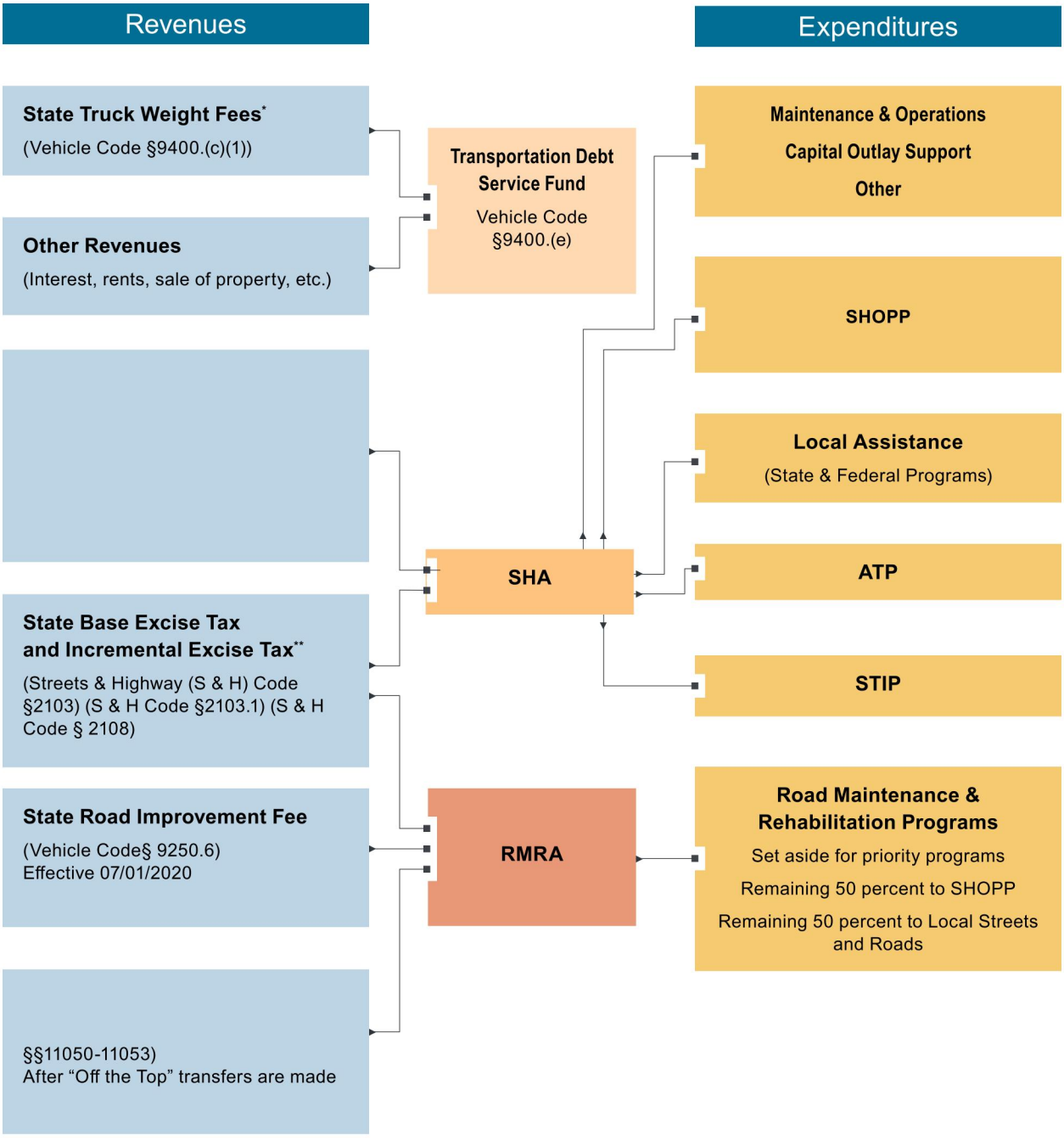
STATE AND FEDERAL HIGHWAY FUNDING: CHART 4



* Assembly Bill 105 (Fuel Tax Swap) directs revenues from the Truck Weight Fees to pay transportation bond debt service and loans to the General Fund.

** The Fuel Tax Swap was originally enacted in 2010 as ABX8 6/SB 70 and re-enacted in 2011 through AB 105 in response to Propositions 22 and 26 (2010). The Road Maintenance and Rehabilitation Act of 2017 (SB 1) replaced the price-based excise tax with an incremental excise tax of 17.3¢ per gallon rate on July 1, 2019 that adjusts for inflation starting in 2020.

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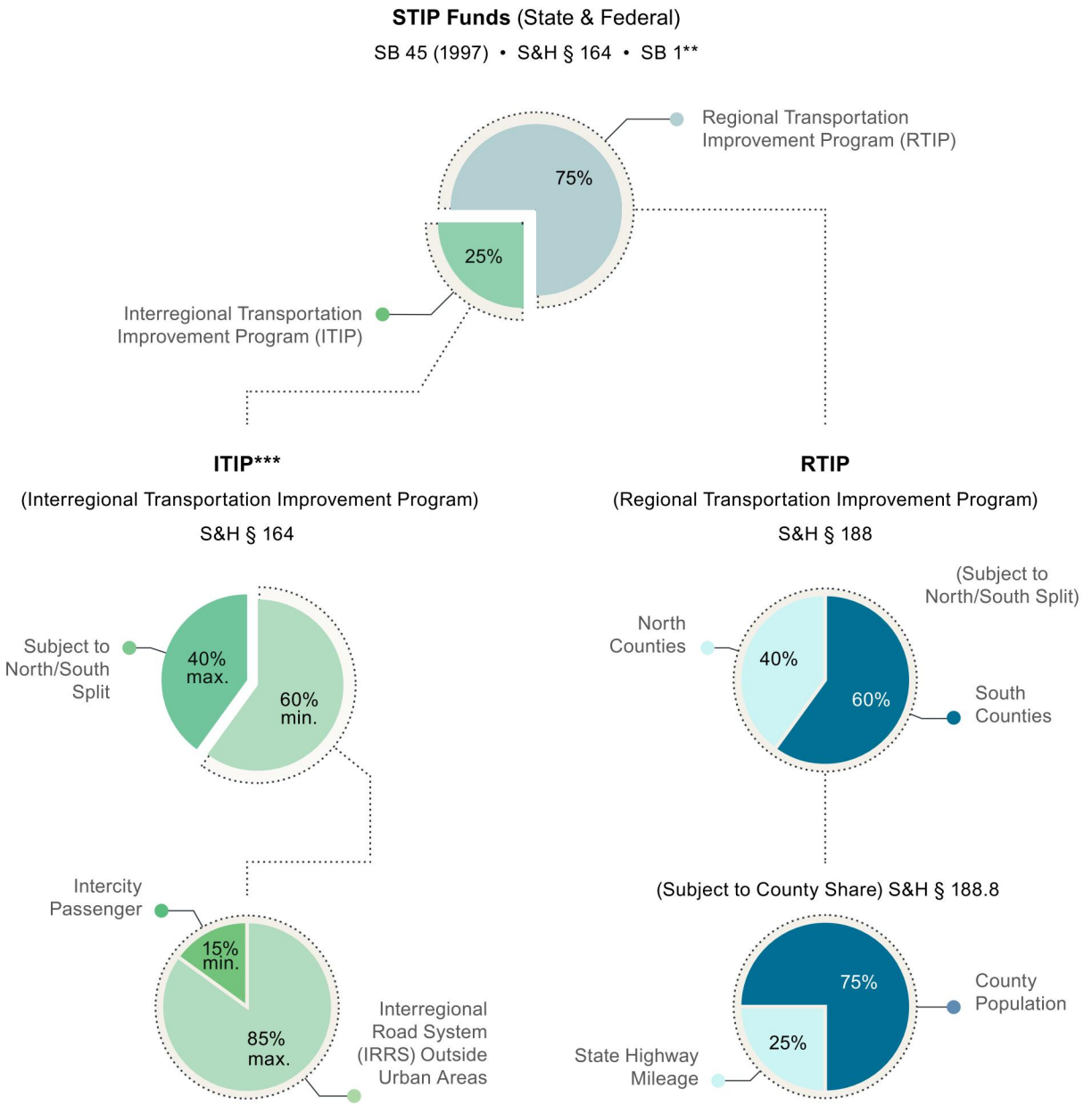
STIP FUNDING DISTRIBUTION: CHART 5

State/Region, North & South Splits*, and County Shares



* The "split" is in reference to SB 45 (1997). It is geographically defined as: 60 percent of funds are allocated to 13 southern counties, while the remainder is allocated to the remaining 45 northern counties. For more information, visit *https://lao.ca.gov/2000/051100_cal_travels/051100_cal_travels_decisions.html*

** SB 1 provides stable funding to the State Transportation Improvement Program over the next 10 years. For more information, visit *https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180SB1*

*** For more information on the ITIP, visit *https://dot.ca.gov/programs/financial-programming/office-of-capital-improvement-programming-ocip*

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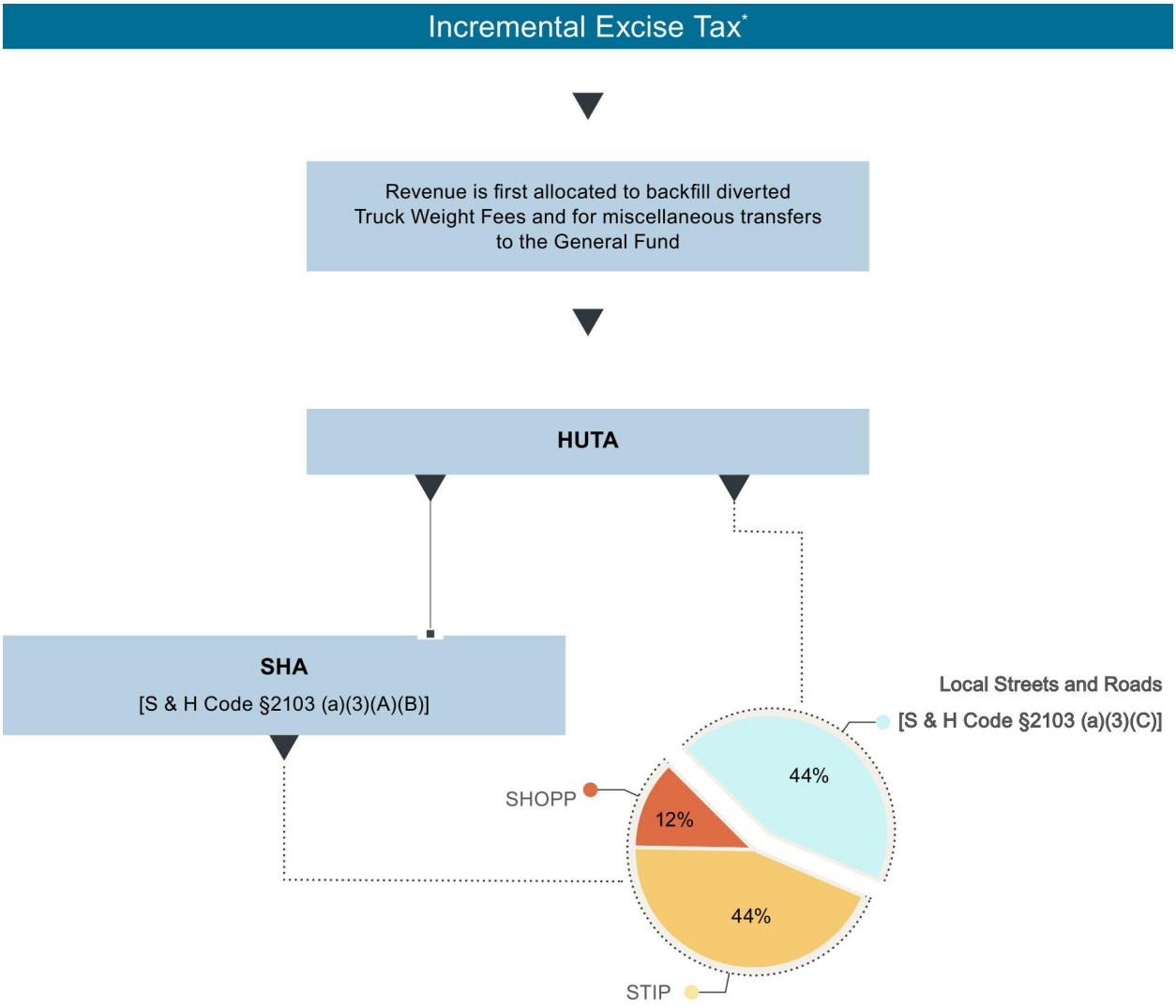
INCREMENTAL EXCISE TAX: CHART 6



* The passage of SB 1 eliminates the fuel tax swap revenue neutrality adjustment made by the BOE. This rate is fixed at 17.3¢/gal. effective 7/1/19 and adjusts for inflation every year after by the California Department of Tax and Fee Administration.

The allocation structure of AB 105 (2011) will remain in place. Truck weight fee revenues from the SHA can still be used to pay down transportation debt services and loans in the Transportation Debt Service Fund.

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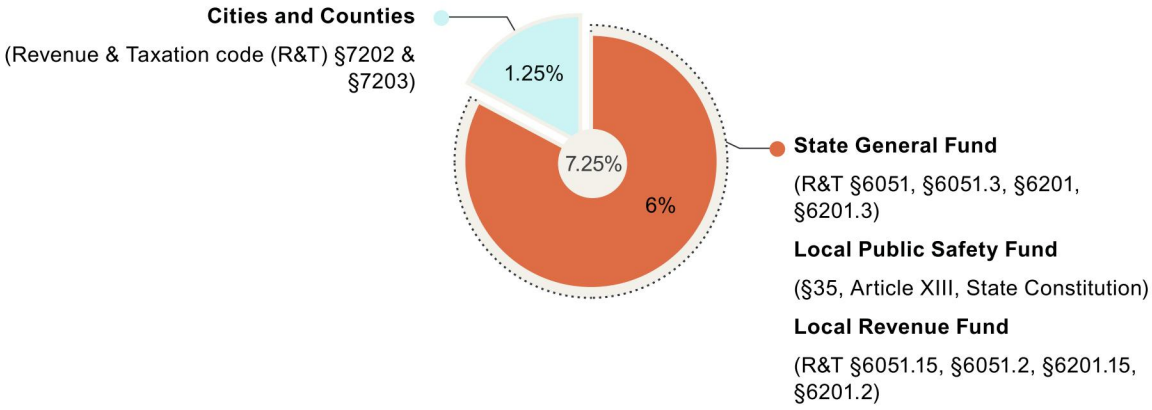
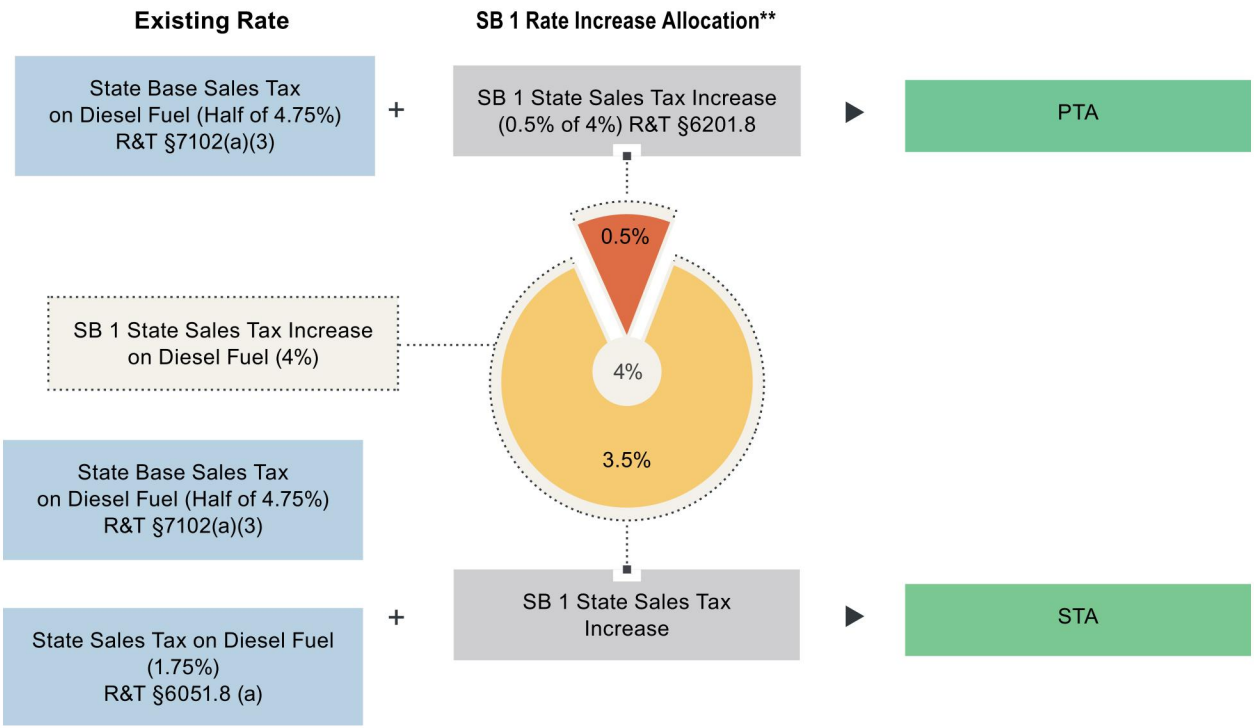
STATE SALES AND USE TAX RATE: CHART 7

California Statewide Base Sales and Use Tax (7.25%)*



Statewide Diesel Fuel Sales Tax Rate Allocation (Available for Transportation)



* In addition to state and local taxes the counties, cities and towns in California may impose one or more district taxes which range from 0.1% to 1%.

** SB 1 increased the sales tax on diesel fuel by 4% on 11/1/17. PTA receives 0.5% for the State Rail Assistance Program and STA receives 3.5% of this SB 1 rate increase. Total Diesel Sales Tax rates is 13% as of 7/1/2024.

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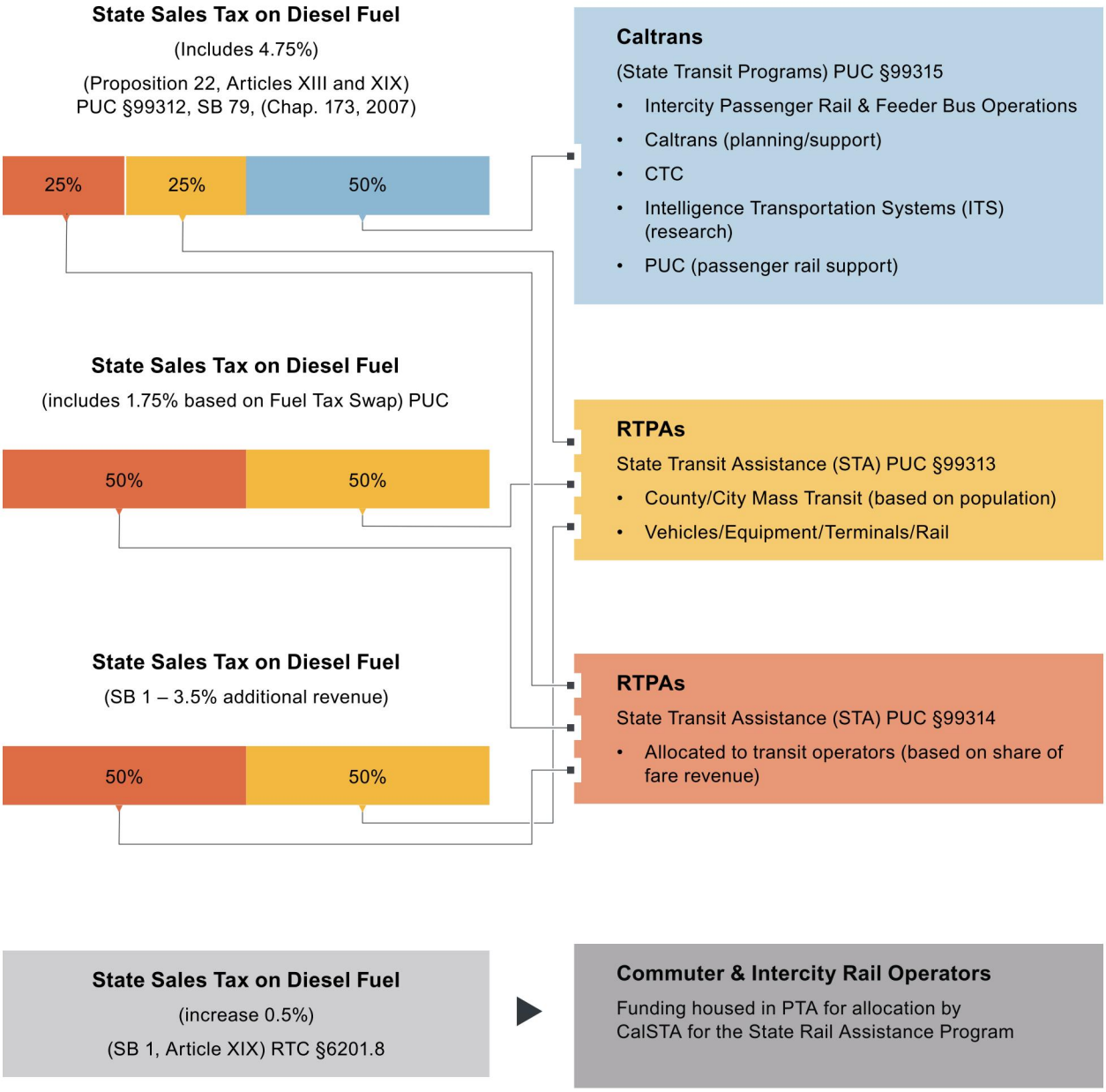
PTA REVENUES: CHART 8



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PROPOSITION 1B: CHART 9

Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006
(Authorizes $19.9 Billion in General Obligation Bonds)

Account/Program	Available (Billions)	Committed (Billions)	Allocation Plan
Corridor Mobility Improvement Account (CMIA)	$4.50	$4.50	■ Performance improvements on highly congested travel corridors ■ Projects are nominated by Caltrans & MPOs/RTPAs ■ CTC develops guidelines and approves projects
Public Transp. Modernization, Improvement & Service Enhancement and Intercity Rail Improvement	$4.00	$4.00	■ Public Transportation Projects ■ Intercity Rail Improvements ($400M) ■ Funds allocated by formula to local agencies
California Ports Infrastructure, Security, and Air Quality Improvement	$3.10	$3.10	■ Multimodal improvements along federal trade corridors ($2B) ■ Freight emission reductions along trade corridors ($1B ARB) ■ Grants for port, harbor, ferry terminals security ($100M)
STIP Funding Augmentation	$2.00	$2.00	■ Deposited in Transportation Facilities Account
Local Streets and Road Improvement, Congestion Relief, and Traffic Safety	$2.00	$2.00	■ Allocated by Legislature
State Route 99 Improvements	$1.00	$0.99	■ Corridor's safety, operational enhancements, rehabilitation or capacity improvements
State-Local Partnership Program	$1.00	$1.00	■ State matching funds for local projects (5-year program)
Transit System Safety, Security, and Disaster Response	$1.00	$0.93	■ Allocated by Legislature
Highway Safety, Rehabilitation, and Preservation	$0.75	$0.75	■ Augments SHOPP funding ■ Includes $250M for traffic light synchronization projects
Highway-Railroad Crossing Safety	$0.25	$0.25	■ High-priority grade separation and railroad crossings
School Bus Retrofit & Replacement	$0.20	$0.20	■ Reduction of air pollution & child exposure to diesel exhaust
Local Bridge Seismic Retrofit	$0.13	$0.13	■ Provides the 11.5% required match for the federal Highway Bridge Replacement and Repair funds

For more information visit *https://bondaccountability.dot.ca.gov/*

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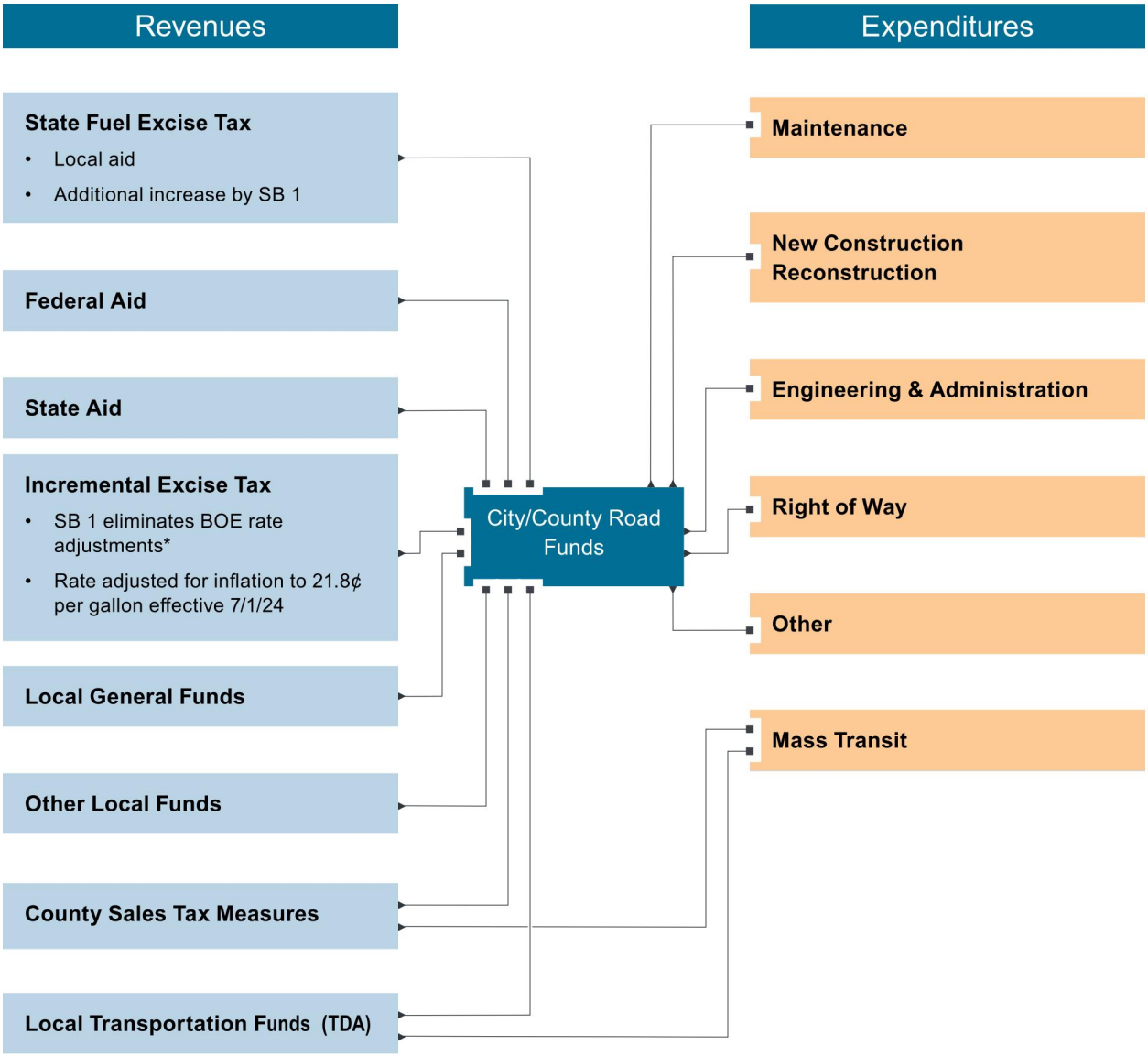
LOCAL STREET AND ROAD FUNDING: CHART 10



Revenues and expenditures reported in the State Controller, Annual Reports of Financial Transactions at *https://bythenumbers.sco.ca.gov/:*

* Streets and Roads
* Transit Operators
* Transportation Planning Agencies
* See Road Repair and Accountability Act of 2017 (SB 1)

Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)

COUNTY TRANSPORTATION SALES TAX MEASURES: CHART 11

Permanent 0.5% Sales Tax Transit Districts

BART (S.F., Alameda, and Contra Costa)	San Mateo	Santa Clara	Santa Cruz

"Self-Help" (Temporary 0.5% Taxes)

County	Duration	Estimated 2024 Revenues (in millions)
Alameda	2015-2045	$419
Contra Costa	1989-2034	$113
Fresno	1987-2027	$127
Imperial	1990-2050	$18
Los Angeles (1%)	Permanent	$2,190
Los Angeles (Measure R, 0.5%)	2009-2039	$1,095
Los Angeles (Measure M, 0.5%)	2017–Indefinite	$1,095
Madera	1990-2027	$14
Marin*	2019-2049	$33
Merced	2017-2047	$22
Monterey (.375%)	2017-2047	$35
Napa (Measure T, .5% 07/01/18)	2018-2043	$24
Orange	1991-2041	$442
Riverside	1989-2039	$294
Sacramento	1989-2039	$184
San Benito**	2019-2049	$11
San Bernardino	1990-2040	$296
San Diego	1988-2048	$406
San Francisco	1990-2034	$114
San Joaquin	1991-2041	$122
San Mateo (Measure A, SamTrans)	1989-2033	$121
San Mateo (Measure W, .5%, San Mateo County Transit District)***	2019-2049	$121
Santa Barbara	1990-2040	$50
Santa Clara	1996-2036	$294
Santa Clara (VTA 0.125%)	2013-2043 (Est.)	$73
Santa Clara (VTA-Measure B, 0.5%)	2017-2047	$294
Santa Cruz	2017-2047	$25
Sonoma (0.25%)	2005-2025	$30
Sonoma-Marin (SMART 0.25%)	2009-2029	$47
Stanislaus	2017-2042	$66
Tulare	2007-2037	$60
Total Estimated 2024 Revenue		**$8,235**

Article XIIIB of the State Constitution provides the authority and requirements for the imposition of local sales tax measures subject to voter approval.

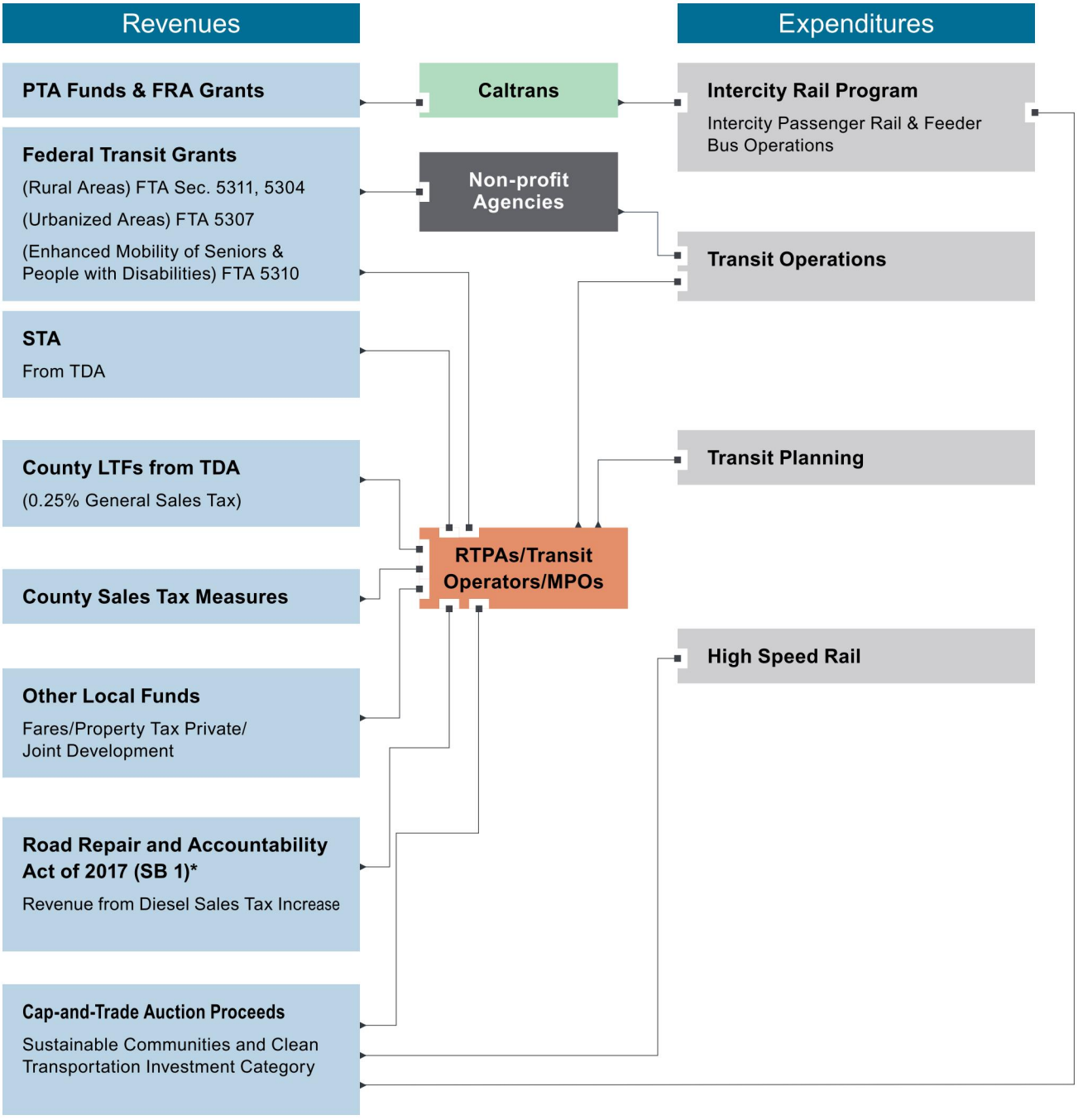
* Renewal of retail transaction of use (sales) tax. Original one-half cent tax passed in 2004 will expire in 2025. In November 2018, voters renewed this tax for another 30 years.

** Transportation sales tax approved by voters in November 2018. The measure authorizes the county to increase sales tax by 1% with revenue dedicated to road transportation, increasing the total sales tax to 7.25%.

*** Voters passed a one-half cent sales tax increase in November 2018 to reduce traffic congestion and improve public transportation.

Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)

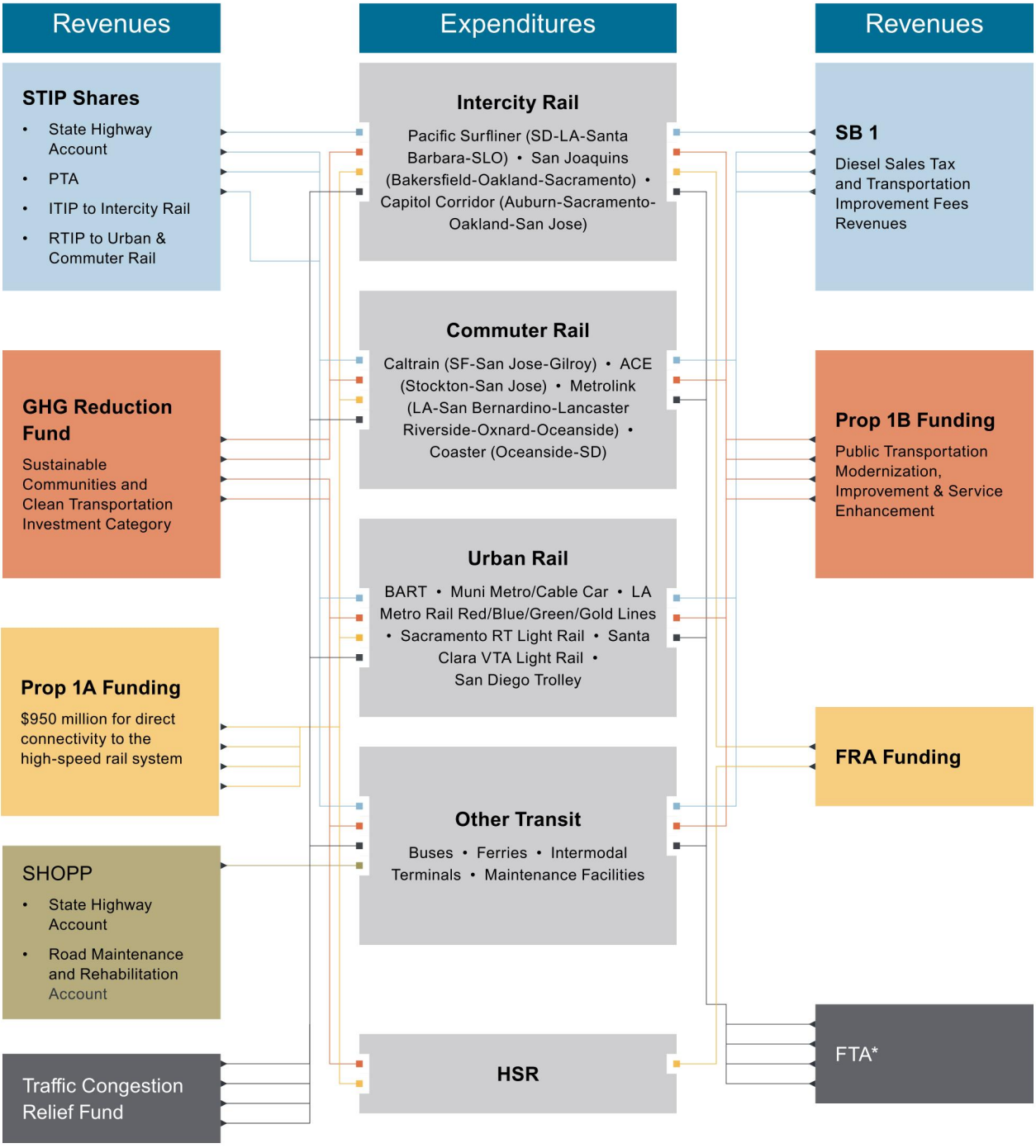
TRANSIT AND RAIL OPERATIONS FUNDING: CHART 12



* See Rebuilding California website at *http://rebuildingca.ca.gov*

Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)

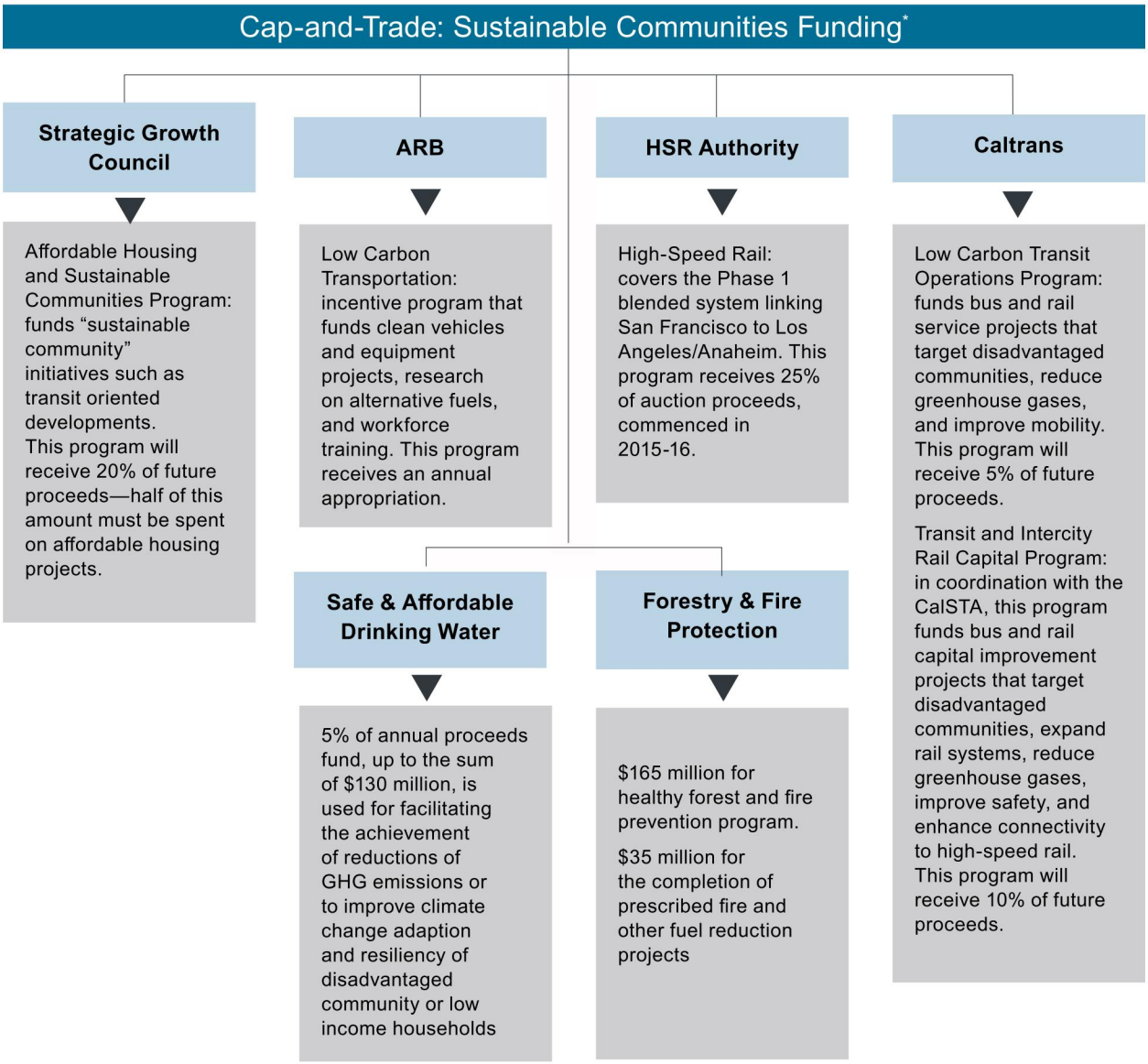
TRANSIT AND RAIL CAPITAL FUNDING: CHART 13



* In addition, Section 104(d)(2) of Federal Highway Act (Title 23 US Code) provides funding for railway/highway crossing hazard elimination in existing and potential high-speed rail corridors.

Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)

CAP-AND-TRADE: SUSTAINABLE COMMUNITIES FUNDING PROGRAMS: CHART 14

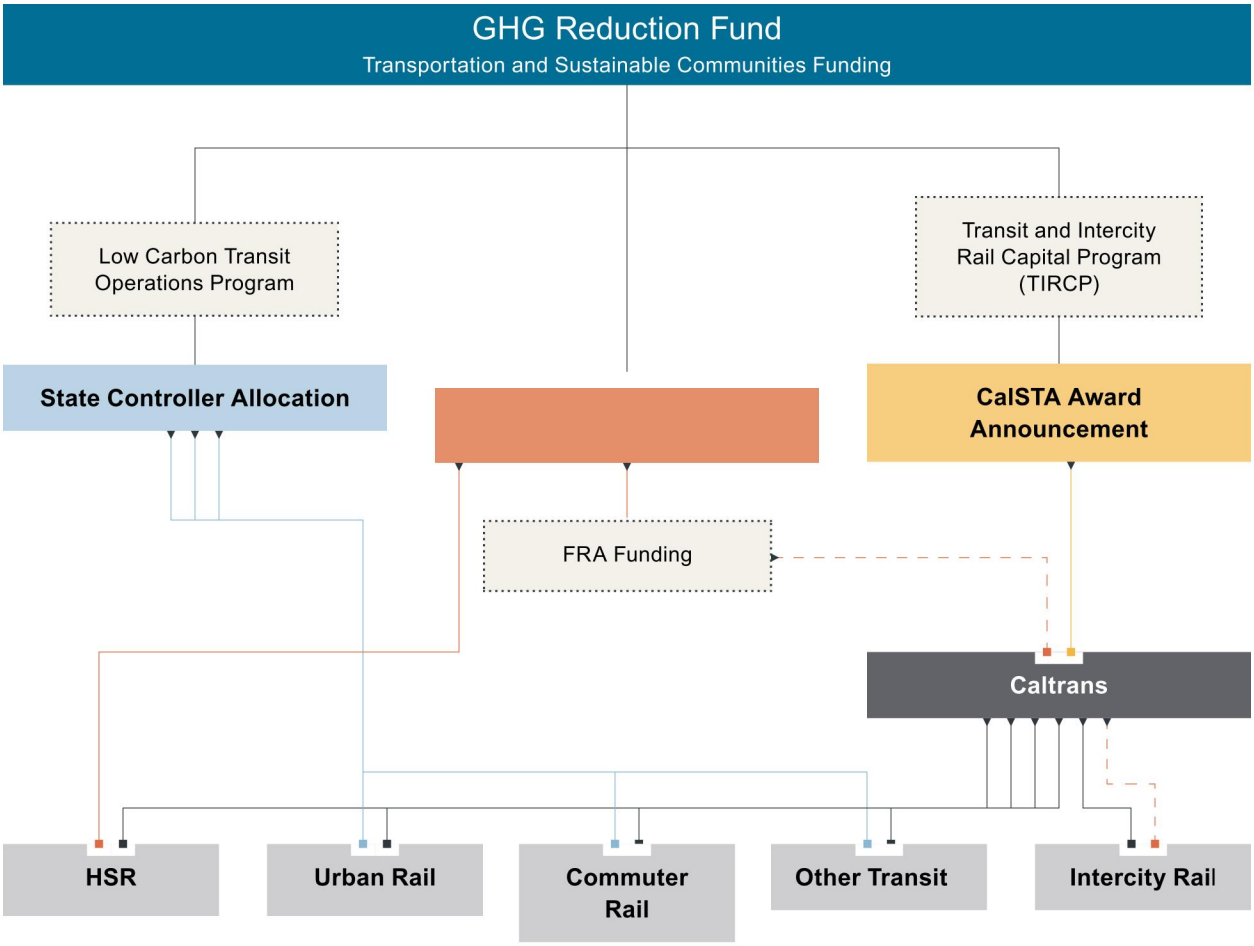


* The enactment of AB 32, the California Global Warming Solutions Act of 2006, requires the California Air Resources Board to establish a regulatory market-based program. Since 2013, this program sets a "cap" or limit on the amount of greenhouse gas emissions that electric and large industrial plants can produce. Effective January 1, 2015, fuel distributors and suppliers were subjected to the "cap." The "cap" limitation is approximately reduced by 3% per year to reach the state's 2020 greenhouse gas reduction target. The California Legislature and Governor appropriate the collected auction proceeds, known as the Greenhouse Gas Reduction Fund to state agencies for designated purposes. These appropriations are classified by three categories: 1) Transportation and Sustainable Communities Funding, 2) Clean Energy and Energy Efficiency Funding, and 3) Natural Resources and Waste Diversion. This chart only illustrates the Transportation and Sustainable Communities Funding. Five agencies receives approximately 65% of the proceed from each quarterly Cap-and-Trade auction through continuous appropriations. The remaining is available for appropriation by state Legislature. Cap-and-Trade program was extended to 2030 on July 25, 2017 (AB 398, Chapter 135).

* Please visit the California Air Resources Board's website for more information at *http://ww2.arb.ca.gov/our-work/programs/*

Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)

CAP-AND-TRADE AND HIGH-SPEED RAIL FUNDING: CHART 15



Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)

ACTIVE TRANSPORTATION PROGRAM: CHART 16

Revenue Sources*

State Resources

- SHA
- RMRA (SB 1)**

Federal Resources

- Federal Highway Account of the Highway Trust Fund
- Surface Transportation Block Grant
- Highway Safety Improvement Program
- Transportation Recreational Trails (non-motorized percentage appropriated to ATP and remaining to Department of Parks and Recreation)
- Other Federal Aid

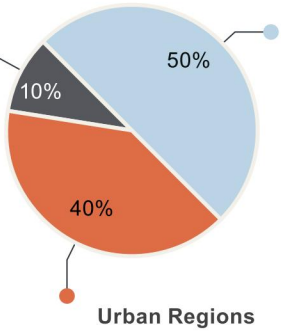
ATP***

SB 99, Chapter 359 (2013) and AB 101, Chapter 354 (2013)

Funds non-infrastructure and infrastructure projects that encourage people to use active transportation modes.

Small Urban and Rural Regions

CTC awards active transportation projects to small urban (population of 5,001 to 200,000) and rural regions (population less than 5,000). At least 25 percent of funding must be provided for disadvantaged communities.



Statewide Competitive Program

CTC awards active transportation projects. At least 25 percent of funding must be provided for disadvantaged communities.

Urban Regions

Metropolitan planning organizations (200,000 or more people) receive funding based on population. The funds are distributed based on a regional competitive process. At least 25 percent of funding must be provided for disadvantaged communities. There are additional statutory requirements that apply to the Southern California Association of Governments.

* Caltrans Active Transportation Program Fact Sheet. Retrieved from *https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/active-transportation-program*

** See Road Repair & Accountability Act of 2017, Chapter 5. Retrieved from *https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180SB1*

*** California Transportation Commission. 2025 Active Transportation Program Guidelines. Retrieved from *https://catc.ca.gov/-/media/ctc-media/documents/programs/atp/2025-active-transportation-program-guidelines-final-adopted-a11y.pdf*

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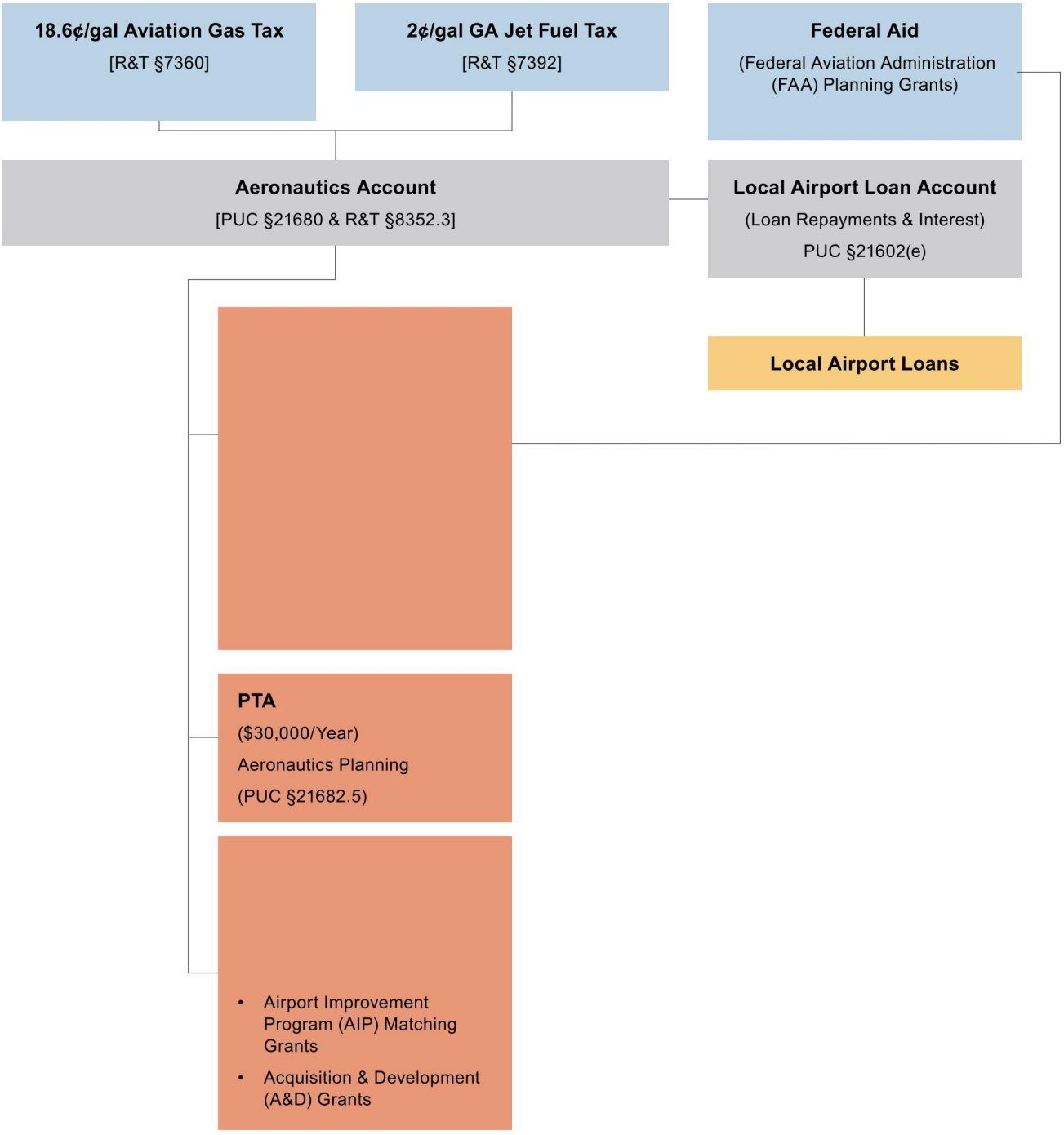
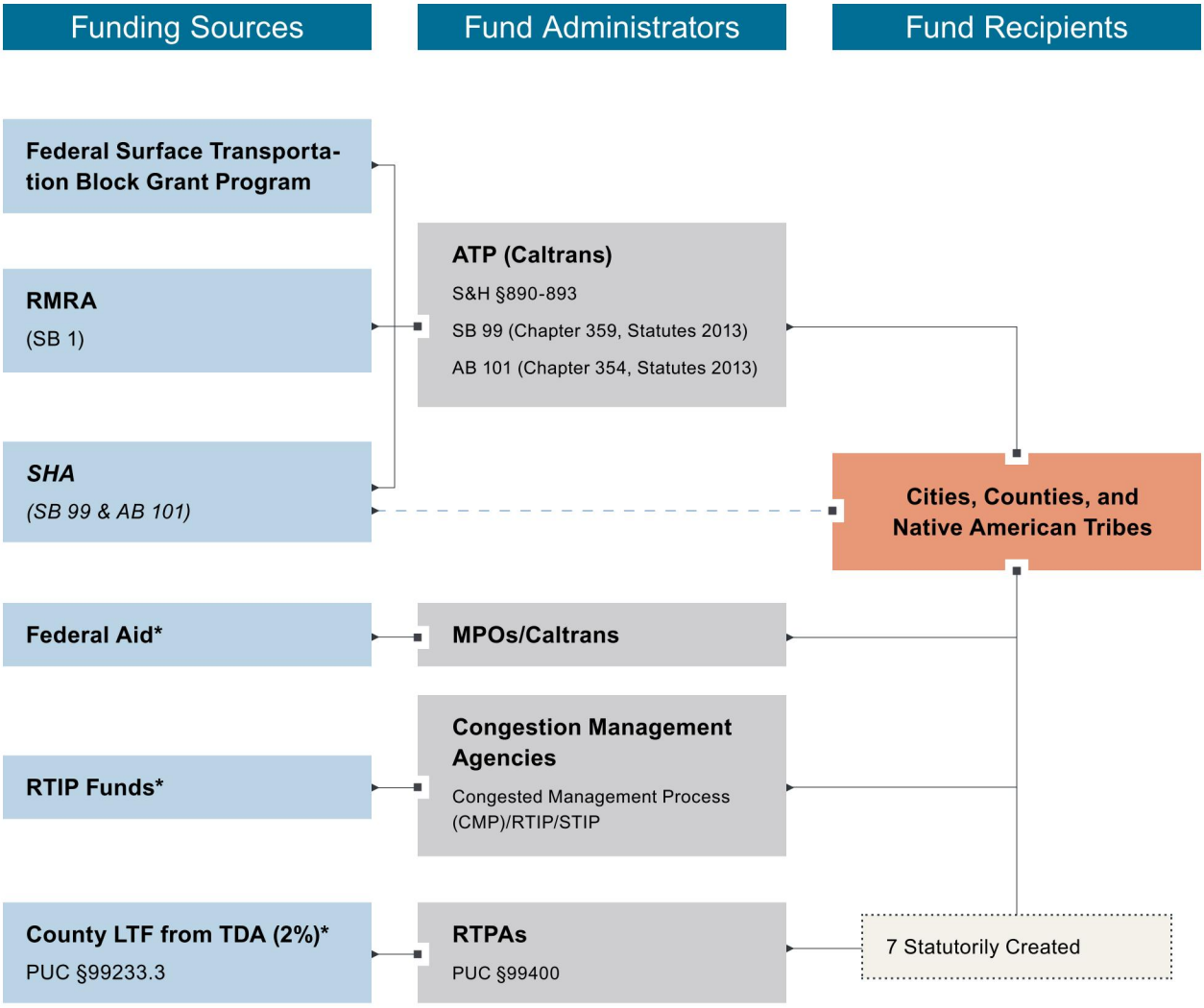
STATE GENERAL AVIATION FUNDING: CHART 17



Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)

NON-MOTORIZED TRANSPORTATION FUNDING: CHART 18

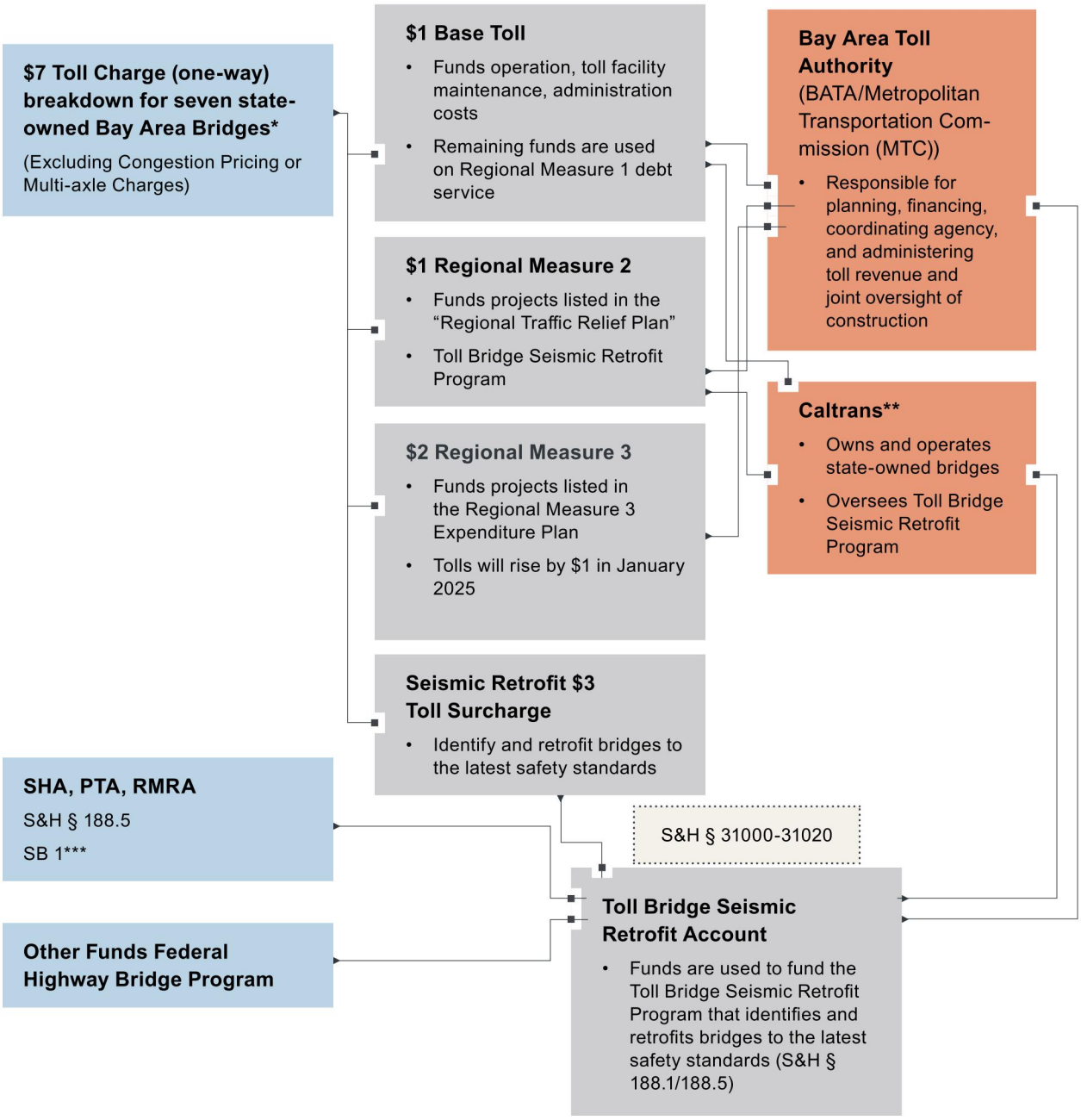


* Bicycle/pedestrian projects are eligible for funding from federal programs: Surface Transportation Block Grant Program/Transportation Enhancement Activities, Better Utilizing Investments to Leverage Development Transportation Discretionary Grants, Associated Transit Improvement, Congestion Mitigation and Air Quality Improvement Program, Highway Safety Improvement Program, National Highway Performance Program/National Highway System, Surface Transportation Program, Recreational Trails Program, Safe Routes to School, Federal Lands Highway & Bridge programs, etc.

The state's Environmental Enhancement Mitigation program and county sales tax measures also provide funding for non-motorized transportation projects.

Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)

STATE TOLL BRIDGE & SEISMIC RETROFIT FUNDING: CHART 19



* San Francisco-Oakland weekday off-peak hours toll is $6, peak hours is $8, and weekends is $7.

** Caltrans collects tolls and is responsible for the maintenance and capital improvements on all state-owned toll bridges (reimbursed by BATA). Assembly Bill 144 (Chapter 71, 2005) provided additional funding from BATA for the Toll Bridge Seismic Retrofit Program.

*** SB1 provides additional funding for bridges and culverts repair and maintenance under Road Maintenance and Rehabilitation Account.

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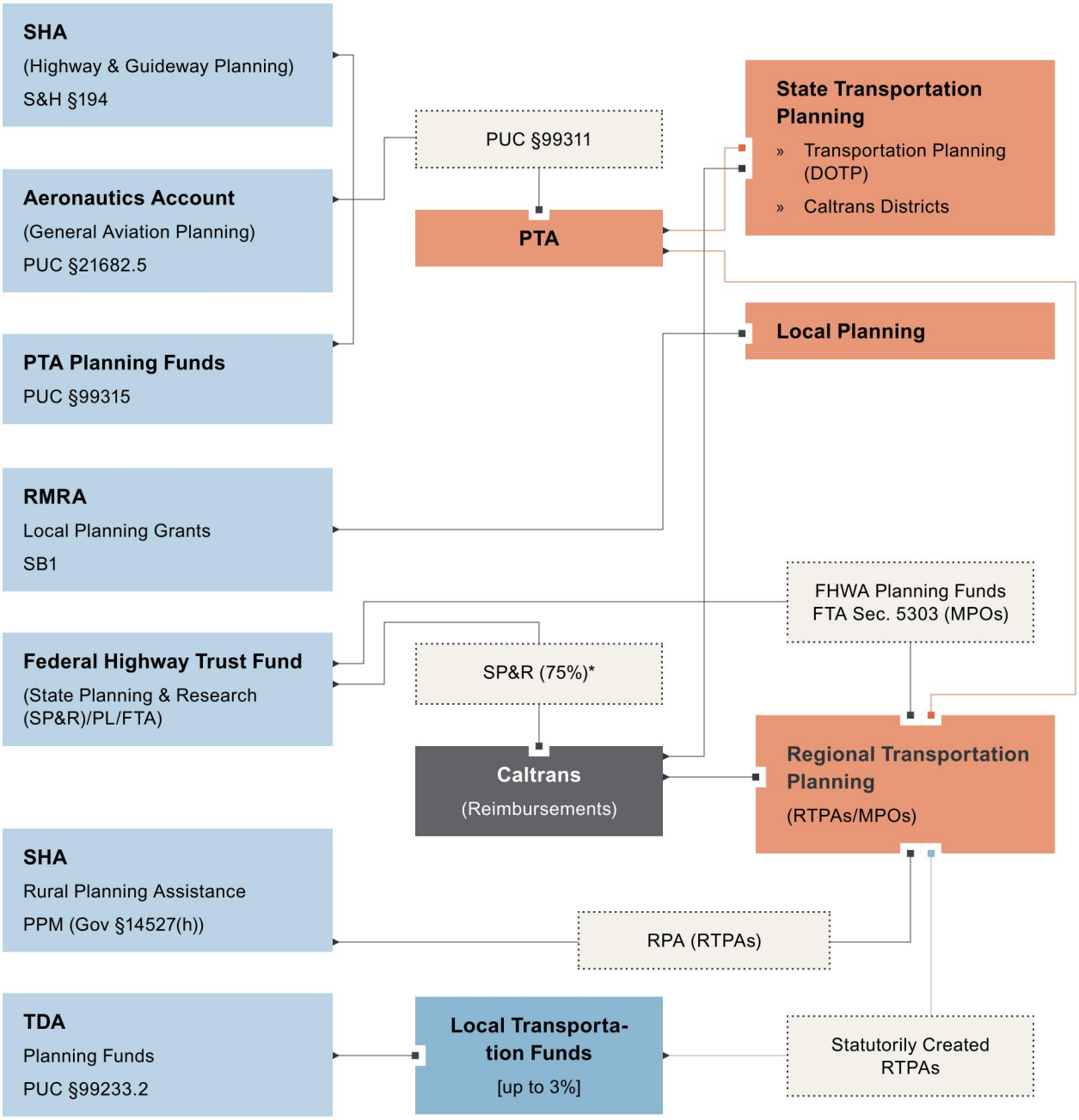
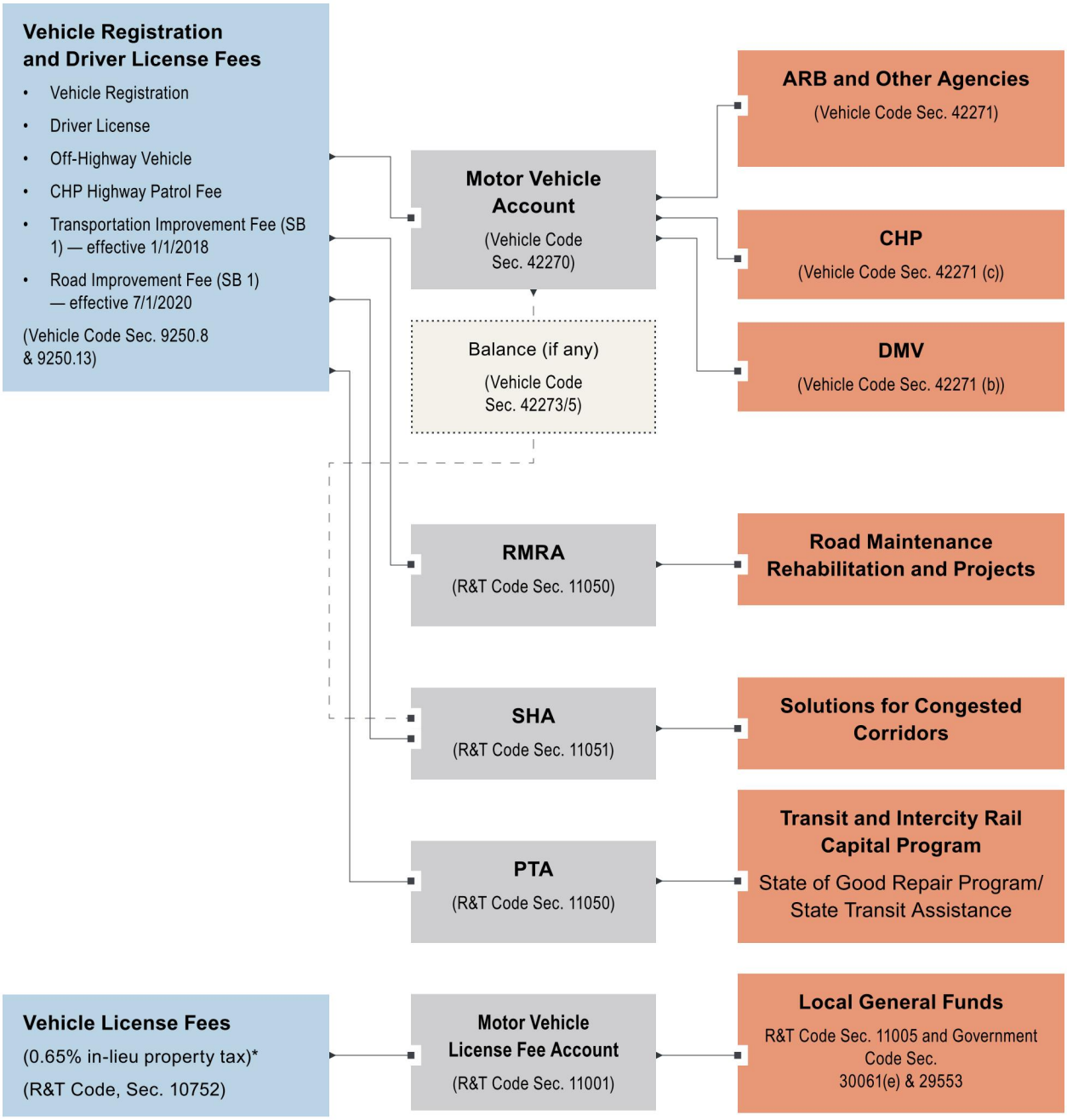
TRANSPORTATION PLANNING FUNDS: CHART 20



* The remaining 25% of the SP&R funds are used for research.

Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)

MOTOR VEHICLE FEES: CHART 21



* In 1998, the Legislature began a series of reductions as stated in Chapter 322, Statutes of 1998 (Cardoza, AB 2797)— 2% vehicle license fee decreased to 0.65% — that became effective in January of 2005.

Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)

FEDERAL-AID HIGHWAY PROGRAMS: CHART 22

IIJA Federal FY 2022-2026

Program	Description/Provisions
National Highway Performance Program (NHPP) (§11105; 23 U.S.C. 119)	Provides support for the condition and performance of the National Highway System (NHS), for the construction of new facilities on the NHS, and to ensure that investments of Federal-aid funds in highway construction are directed to support progress toward the achievement of performance targets established in a state's asset management plan for the NHS.
Surface Transportation Block Grant Program (§11109; 23 U.S.C. 133)	Promotes flexibility in state and local transportation decisions and provides flexible funding to best address state and local transportation needs.
Highway Safety Improvement Program (HSIP) (§11111; 23 U.S.C. 148)	Aims to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-state-owned public roads and roads on tribal lands. The HSIP requires a data-driven, strategic approach to improving highway safety on all public roads that focuses on performance.
Congestion Mitigation & Air Quality (CMAQ) Improvement Program (§11115; 23 U.S.C. 149)	Provides a flexible funding source to state and local governments for transportation projects and programs to help meet the requirements of the Clean Air Act. Funding is available to reduce congestion and improve air quality for areas that do not meet the National Ambient Air Quality Standards for ozone, carbon monoxide, or particulate matter (nonattainment areas) and for former nonattainment areas that are now in compliance (maintenance areas).
National Highway Freight Program (NHFP) (§11114; 23 U.S.C. 167)	Improve the efficient movement of freight on the National Highway Freight Network (NHFN) and support • investing in infrastructure and operational improvements that strengthen economic competitiveness, reduce congestion, reduce cost of freight; • improving the safety, security, efficiency, and resiliency of freight transportation in rural and urban areas; • improving the state of good repair of the NHFN; • using innovation and advanced technology to improve NHFN safety, efficiency, and reliability; • improving the efficiency and productivity of the NHFN; • improving state flexibility to support multi-state corridor planning and address highway freight connectivity; • reducing the environmental impacts of freight movement on the NHFN.
Metropolitan Planning Program (§11201; 23 U.S.C. 134)	Establish a cooperative, continuous, and comprehensive framework for making transportation investment decisions in metropolitan areas. Program oversight is a joint Federal Highway Administration/Federal Transit Administration responsibility.
Railway-Highway Crossings Program (§11108; 23 U.S.C. 130)	Provides funds for safety improvements to reduce the number of fatalities, injuries, and crashes at public railway-highway grade crossings.
Carbon Reduction Program (§11403; 23 U.S.C. 175)	Provide funds for projects designed to reduce transportation emissions, defined as carbon dioxide emission from on-road highway sources.
Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Formula/ Discretionary Program (§11405; 23 U.S.C. 176(c))	Provide fund to help make surface transportation more resilient to natural hazards, including climate change, sea level rise, flooding, extreme weather events, and other natural disasters through support of planning activities, resilience improvements, community resilience and evacuation routes, and at-risk costal infrastructure

For more details: *https://www.fhwa.dot.gov/bipartisan-infrastructure-law/fact_sheets.cfm*

Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)

FEDERAL-AID HIGHWAY PROGRAMS: CHART 22 (CONTINUED)

Program	Description/Provisions
Advanced Transportation Technologies and Innovation (§13006(b); 23 U.S.C. 503(c)(4))	Provide competitive grants to deploy, install, and operate advanced transportation technologies to improve safety, mobility, efficiency, system performance, intermodal connectivity, and infrastructure return on investment.
Bridge Investment Program (BIP) (§11118; 23 U.S.C. 124)	Provide grants, on a competitive basis, to improve bridge condition and safety, efficiency, and reliability of the movement of people and freight over bridge.
Bridge Formula Program (IIJA Division J)	Provide funds to replace, rehabilitate, preserve, protect, and construct highway.
Charging and Fueling Infrastructure Discretionary Grant Program (§11401; 23 U.S.C. 151(f))	Provide discretionary grant to strategically deploy publicly accessible electric vehicle charging infrastructure, hydrogen fueling infrastructure, propane fueling infrastructure, and natural gas fueling infrastructure.
Congestion Relief Program (§11404(a); 23 U.S.C. 129(d))	Provide discretionary grants to advance innovative, integrated, and multimodal solutions to congest relief in the most congested metropolitan areas.
Disadvantaged Business Enterprise Supportive Services (23 U.S.C. 104(a); 140(c))	Provide funding resource to develop, conduct, and administer training programs and assistance programs in connection with any program under Title 23, United States Code, in order that minority business may achieve proficiency to compete, on an equal basis, for contracts and subcontracts.
Emergency Relief Program (§§11106, 11107, 11519; 23 U.S.C. 120(e), 125)	Provide fundings for emergency repairs and permanent repairs on Federal-aid highways and roads, tribal transportation facilities, and roads on Federal lands that have suffered serious damage from natural disasters or catastrophic failure from external cause.
Federal Lands Access Program (FLAP) (§11113; 23 U.S.C. 201, 204)	Provide funds for projects on Federal Lands Access Transportation Facilities that are located on or adjacent to, or that provide access to Federal lands.
Federal Lands Transportation Program (FLTP) (§§11112, Division J; 23 U.S.C. 201, 203)	Provide funds for projects on Federal lands transportation facilities, which are facilities within or adjacent to, or that provide access to Federal lands owned and maintained by the Federal government and appearing in the nation Federal Lands transportation inventory.
Ferry Boat Program (FBP) (§§11121, 11117, 71103(g)(1); 23 U.S.C. 147, 23 U.S.C 129),	Provide funds for construction of ferry boats and ferry terminal facilities by ferry systems in the states, Puerto Rico, and U.S. territories.
National Culvert Removal, Replacement, and Restoration Grants (§21203, Division J; 49 U.S.C. 6703)	Provide funding for projects that would meaningfully improve or restore passage for anadromous fish.

For more details: *https://www.fhwa.dot.gov/bipartisan-infrastructure-law/fact_sheets.cfm*

Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)

FEDERAL-AID HIGHWAY PROGRAMS: CHART 22 (CONTINUED)

Program	Description/Provisions
National Electric Vehicle Infrastructure Formula Program (Division J, title VIII)	Provide funding to states to strategically deploy electric vehicle (EV) charging infrastructure and to establish an interconnected network to facilitate data collection, access, and reliability.
National Significant Federal Lands and Tribal Projects (NSFLTP) Program (§11127; FAST Act §1123)	Provide funding for the construction, reconstruction, and rehabilitation of nationally significant projects on Federal or Tribal lands.
Railway-Highway Crossings Program (RHCP) (§11108; 23 U.S.C. 130)	Provide funding for safety improvements to reduce the number of fatalities, injuries, and crashes at public railway-highway grade crossings.
Reconnecting Communities Pilot Program (§1509; Division J)	Provide grants, on a competitive basis, to restore community connectivity by removing, retrofitting, or mitigating highways or other transportation facilities that create barriers to community connectivity, including barriers to mobility, access, or economic development.
Reduction of Truck Emissions at Port Facilities (RTEPF) (§11042; Division J)	Provide grants to reduce idling at port facilities, including through the electrification of port operations.
Rural Surface Transportation Grant Program (§11132; 23 U.S.C. 173)	Provide funds for projects to improve and expand the surface transportation infrastructure in rural areas in order to increase connectivity, improve the safety and reliability of the movement of people and freight, generate regional economic growth and improve quality of life.
Safe Streets and Roads for All (SS4A) (§24112; Division J)	Provide a discretionary grant supporting local initiatives to prevent death and serious injury on roads and streets, commonly referred to as "Vision Zero" or "Toward Zero Deaths" initiatives.
Territorial and Puerto Rico Highway (§11126; 23 U.S.C. 165)	Provide funds for highway program in the Commonwealth of Puerto Rico and U.S. territories.
Training and Education (§13007; 23 U.S.C. 502, 504)	Provide funds for national transportation programs and activities
Transportation Alternatives (TA) (§11109; 23 U.S.C. 133(h))	Provide funds set-aside funds for projects and activities that were previously eligible under the Transportation Alternatives Program under the Moving Ahead for Progress in the 21st Century Act. This encompasses a variety of smaller-scale transportation projects such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, etc.
Tribal Transportation Program (TTP) (§§11118, 11128, 14004, 14008; 23 U.S.C. 201-202; MAP-21 §123)	Provide funds for safe and adequate transportation and public road access to and within Indian reservations, Indian lands, and Alaska Native Village communities

For more details: *https://www.fhwa.dot.gov/bipartisan-infrastructure-law/fact_sheets.cfm*

Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)

FEDERAL-AID HIGHWAY PROGRAMS: CHART 22 (CONTINUED)

Program	Description/Provisions
Accelerated Innovation Deployment Demonstration (23 U.S.C.)	Provide competitive grants to support the pilot/ demonstration of innovations on projects, in areas such as planning, financing, operations, pavements, structures, materials, environment, and construction
Active Transportation Infrastructure Investment Program (ATIIP) (BIL §11529(d)(2); §11529(l)(6)(B)(ii))	Provide competitive grant to construct projects to provide safe and connected active transportation facilities in active transportation networks or active transportation spines
Nationally Significant Multimodal Freight & Highway Project (INFRA)	Provide competitive grants for multimodal freight and highway projects of national or regional significance to improve safety, efficiecncy, and reliability of the movement of freight and people in and across rural and urban area.
National Infrastructure Project Assistance (MEGA)	Provide grants to surface transportation ifrastructure that are too large or complex for traditional funding programs that will hae a significant naltional or regional impact.
Pollinator-Friendly Practices on Roadsides and Highway Rights of Way (IIJA, Sec 11528)	Provides grant to carry out activities to benefit pollinators on roadsides and highway rights-of-way, including the planting and seeding of native locally-appropriate grasses and wildflowers
Prioritization Process Pilot Program (PPPP) (BIL §11204(c)(2)	Provide competitive fund to support data-driven approaches to planning that can be evaluated for public benefit, to projects that improve safety, climate change and sustainability, equity, and economic strength and global competitiveness consistent with DOT's strategic goals.
Rebuilding American Infrastructure with Sustainability and Equity (RAISE)	Provide competitive grant for planning or constructing surface transportation infrastructure projects that will improve safety, environmental sustainability, quality of lif, mobility and community connectivity, economic competitiveness, state of good repair, partnership and collaboration, and innovation.
Strategic Innovation for Revenue Collection (SIRC) (BIL §13001)	Provide competitive grants to test the feasibility of a road usage fee and other user-based alternative revenue mechanisms to help maintian the long-term solvency of the Highway Trust Fund through pilot projects.
Transportation Access Pilot Program	Provide technical assistance in developing and processing accessibility data and defining accessibility measurements for transportation planning purposes
Tribal High Priority Projects Program (23 U.S.C. 202)	Provide grants to Indian Tribes whose annual allocation funding received under the TTP is insufficient to complete the highest priority project to the Tribe, or to any Tribe that has an emergency or disaster occur on a Tribal transportation facility that renders the facility impassible or unusable.
Wildlife Crossings Program (23 U.S.C. §117-58)	Provides grants to support projects that seek to reduce the number of wildlife-vehicle collisions and improve habitate connectivity for terrestrial and aquatic species

For more details: *https://www.fhwa.dot.gov/bipartisan-infrastructure-law/fact_sheets.cfm*

Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)

FEDERAL-AID TRANSIT PROGRAMS: CHART 23

Program	Description/Provisions
Accelerating Advanced Digital Construction Management Systems	Fund demonstrations to accelerate the adoption of field-tested digital platforms to reduce costs and improve the delivery of transit infrastructure projects. Digital systems for construction management provide a technology solution for workers throughout the infrastructure project, enable them to perform tasks faster, more safely, smarter, and more accurately.
Accelerating Innovative Mobility (AIM) (49 U.S.C. § 5312)	Provide competitive federal grants to support and advance innovation int the transit industry.
Advanced Driver Assistance Systems (ADAS) for Transit Buses Demonstration and Automated Transit Bus Maintenance and Yard Operations Demonstration Program (49 U.S.C. § 5312)	Provide competitive funding to help improve transit bus safety and efficiency, including bus yards. This ADAS program is part of FTA's Bus Automation Research Program.
All Stations Accessibility (IIJA Division J)	Provide competitive federal grants to assist eligible entities in financing capital projects to upgrade the accessibility of legacy rail fixed guideway public transportation systems for people with disabilities.
Areas of Persistent Poverty Program (49 U.S.C. § 5307; 49 U.S.C. § 5310; 49 U.S.C. 5311)	Provide competitive funding for planning studies for financial plans to improve transit services in areas experiencing long-term economic distress.
Better Utilizing Investments to Leverage Development (BUILD) Transportation Grants Program	Funds investments in transportation infrastructure, including transit. BUILD transportation discretionary grants replace the Transportation Investment Generating Economic Recovery (TIGER).
Bus Exportable Power Systems (BEPS) (49 U.S.C. § 5314)	Provide competitive grants that enables public transportation agencies, communities, and states to access resilient and flexible power options through hybrid electric bus fleet vehicles during major power disruptions.
Capital Investment Grants - 5309	Provide competitive grant for transit capital investments, including heavy rail, commuter rail, light rail, streetcars and bus rapid transit.
Community Project Funding (CPF) (Public Law 117-328)	CPF is Congressionally directed spending.

For more details: *https://www.transit.dot.gov/grants*

Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)

FEDERAL-AID TRANSIT PROGRAMS: CHART 23 (CONTINUED)

Program	Description/Provisions
Enhancing Mobility Innovation (Consolidated Appropriations Act - Pub.L.116-260; 49 U.S.C. §5312)	Provide funds to promotes technology projects that center passenger experience and encourage people to get on board. Projects fall under two categories: 1) Accelerate innovative mobility, 2) Software solutions.
Enhanced Mobility of Seniors & Individuals with Disabilities (Section 5310)	Provide funding to non-profit organizations and qualifying public agencies to meet the transportation needs of older adults and people with disabilities when the transportation service provided is unavailable, insufficient, or inappropriate to meeting these needs. Eligible projects includes ADA accessible vehicles, other support equipment, operating assistance and mobility management awards.
Expedited Project Delivery Pilot Program (FAST Act - Section 3005(b))	Provide funds for expediting delivery of new fixed guideway capital projects, small starts projects, or core capacity improvement projects. These projects must utilize public-private partnerships, be operated and maintained by employees of an existing public transportation provider, and have federal share not exceeding 25 percent of the project cost
Flexible Funding Programs-Congestion Mitigation and Air Quality Program (23 U.S.C. 149)	Provide funding to areas in nonattainment or maintenance for ozone, carbon monoxide, and/ or particulate matter. Funds may be used for any transit capital expenditures otherwise eligible for FTA funding as long as they have an air quality benefit.
Flexible Funding Programs - National Highway Performance Program (23 U.S.C. 119)	Provide capital, planning, and operating assistance to states and federally recognized Indian tribes to support public transportation in rural areas with populations less than 50,000, where many residents often rely on public transit to reach their destinations. It also provides funding for state and national training and technical assistance through the Rural Transportation Assistance Program.
Flexible Funding Programs-Surface Transportation Block Grant Program (23 U.S.C. 133)	Provide formula funding for projects to preserve and improve the conditions and performance of surface transportation, including highway, transit, intercity bus, bicycle and pedestrian projects.
Formula Grants for Rural Areas-5311 (Section 5311)	Provide capital, planning, and operating assistance to states and federally recognized Indian tribes to support public transportation in rural areas with populations less than 50,000, where many residents often rely on public transit to reach their destinations. It also provides funding for state and national training and technical assistance through the Rural Transportation Assistance Program.
Passenger Ferry Grant Program (Section 5307(h))	Makes federal funding available competitively to assist in financing of capital projects to support passenger ferry systems in urbanized areas, such as ferry vessels, terminals, and related infrastructure.
Electric or Low Emitting Ferry Pilot Program (IIJA § 77102)	Provide competitive funding for projects that support the purchase of electric or low-emitting ferries and the electrification of or other reduction of emissions from existing ferries.
Ferry Service for Rural Communities Program (IIJA § 77103)	Provide competitive funding to ensure basic essential ferry service is provided to rural areas.

For more details: *https://www.transit.dot.gov/grants*

Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)

FEDERAL-AID TRANSIT PROGRAMS: CHART 23 (CONTINUED)

Program	Description/Provisions
Grants for Buses and Bus Facilities Formula Program (49 U.S.C. Section 5339 (a))	Provide funding through a statutory formula to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities.
Grants for Buses and Bus Facilities Program (49 U.S.C. Section 5339 (b))	Provide funding through a competitive allocation process to states and transit agencies to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities. The competitive allocation provides funding for major improvements to bus transit systems that would not be achievable through formula allocations.
Low and No Emission Vehicle Program (49 U.S.C. Section 5339(c))	Provide competitive funding to state and local governmental authorities for the purchase or lease of zero-emission and low-emission transit buses as well as acquisition, construction, and leasing of required supporting facilities.
Helping Obtain Prosperity for Everyone (HOPE) Program (49 U.S.C. § 5307; 49 U.S.C. § 5310; 49 U.S.C. § 5311)	Provide funds to improve transit services or facilities in areas of persistent poverty through planning, engineering, technical studies, or financial plans for projects.
Human Resources & Training - 5314(b)	Provide grants for human resource and workforce development programs such as employment training, research on public transportation personnel and training needs, training and assistance for minority business opportunities, outreach program to increase minority and female employment in public transportation activities.
Innovative Coordinated Access and Mobility Grants (FAST Act, section 3006(b))	Provide competitive funding to support innovative projects for the transportation services.
Integrated Mobility Innovation (IMI) (49 U.S.C. § 5312)	Provide funds to support the transit industry's ability to leverage and integrate mobility innovations with existing services, while examining the impact of innovations on agency operations and the traveler experience.
Metropolitan & Statewide Planning and Non-Metropolitan Transportation Planning (49 U.S.C. § 5303, 49 U.S.C. § 5304, 49 U.S.C. § 5305)	Provide funding and procedural requirements for multimodal transportation planning in metropolitan areas and states.
Mobility Access & Transportation Insecurity: Creating Links to Opportunity Research and Demonstration Program (49 U.S.C. § 5312)	Provide competitive fund for a research and demonstration effort to improve people's access to affordable transportation, especially in areas that currently lack efficient and convenient transit options and measure the effect of reducing transportation insecurity through improved mobility access on people and their communities.
Mobility on Demand (MOD) Sandbox Demonstration Program (Section 5312)	Provide competitive fund for projects that promote innovative business models to deliver high quality, seamless and equitable mobility options for all travelers.

For more details: *https://www.transit.dot.gov/grants*

Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)

FEDERAL-AID TRANSIT PROGRAMS: CHART 23 (CONTINUED)

Program	Description/Provisions
Passenger Ferry Grant Program (49 U.S.C. 5307/ FAST Act)	Provide competitive funding to public ferry systems in urbanized areas.
Pilot Program for Transit - Oriented Development Planning (Section 20005(b))	Provide competitive funding to local communities to integrate land use and transportation planning with a transit capital investment that seek funding through the Capital Investment Grant (CIG) Program.
Positive Train Control Grants (FAST Act Section 3028)	Provide competitive funding to states, local governments and transit agencies that operate commuter rail systems to install positive train control system required under 49 U.S.C. 20157.
Public Transportation Emergency Relief Program - 5324 (Section 5324)	Helps states and public transportation systems pay for protecting, repairing, and/or replacing equipment and facilities that may suffer or have suffered serious damage as a result of an emergency, including natural disasters such as floods, hurricanes, and tornadoes. It provides authorization for Section 5307 and 5311 funds to be used for disaster relief in response to a declared disaster.
Public Transportation Innovation -5312 (49 U.S.C. § 5312)	Provide funding to develop innovative products and services assisting transit agencies in better meeting the needs of their customers.
Public Transportation on Indian Reservations Program; Tribal Transit Competitive Program (49 U.S.C. § 5311(c)(1)(A))	Provide formula and competitive grants for federal recognized tribes to use in capital, operating, planning, and administrative expenses for public transit projects that meet the growing needs of rural tribal communities.
Rail Vehicle Replacement Grants (49 U.S.C. § 5337 / IIJA § 30016)	Make funding available competitively to help fund capital projects to replace rail rolling stock, which is defined as revenue service, passenger carrying vehicles, or propulsion vehicles necessary for the provision of rail public transportation. This program is a set-aside of the State of Good Repair Formula Grants Program.
Real-Time Transit Infrastructure and Rolling Stock Condition Assessment Research and Demonstration Program (49 U.S.C. 5312)	Provide competitive funding for innovative approaches to mitigate infrastructure deficiencies in public transportation using innovative technologies and designs.
Redesign of Transit Bus Operator Compartment to Improve Safety, Operational Efficiency, and Passenger Accessibility Program (49 U.S.C. § 5312)	Support research projects to develop transit bus operator compartment designs that improve bus operator and public safety as well as bus operator access to vehicle instruments and controls without hindering the accessibility of passengers.

For more details: *https://www.transit.dot.gov/grants*

Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)

FEDERAL-AID TRANSIT PROGRAMS: CHART 23 (CONTINUED)

Program	Description/Provisions
Rural Transit Assistance Program (49 U.S.C. § 5311(b)(3))	Provides a source of funding to assist in the design and implementation of training and technical assistance projects and other support services tailored to meet the needs of transit operators in nonurbanized areas.
Route Planning Restoration Program (49 U.S.C. § 53)	Provide funds under the American Rescue Plan Act of 2021 for public transportation planning associated with the restoration of transit service reduce due to the COVID-19 pandemic.
Safety Research and Demonstration (SRD) Program (49 U.S.C. § 5312)	Provide funds to support transit agencies to pursue innovative approaches to eliminate or mitigate safety hazards. SRD program focusses on demonstration of technologies and safer designs.
Standards Development Program (SDP) (49 U.S.C. § 5314(a)(1)(B))	Provide competitive fundings to perform an assessment and develop voluntary standards and standards-related best practices, guidance, and tools in safety, and other areas to address transit industry needs.
State of Good Repair (SGR) (Section 5337)	Provide capital assistance for maintenance, replacement, and rehabilitation projects of existing high-intensity fixed guideway and high-intensity motorbus systems to maintain a state of good repair. SGR grants are eligible for developing and implementing Transit Asset Management plans.
Technical Assistance & Standards Development (49 U.S.C. § 5314(a))	Provide funding for technical assistance programs and activities that improve the management and delivery of public transportation and development of the transit industry workforce.
Transit Cooperative Research Program (49 U.S.C. § 5312(i))	Provide competitive funding for research program that develop near-term, practical solutions such as best practices, transit security guidelines, testing prototypes, and new planning and management tools.
Transit Worker and Rider Safety Best Practices Research Project (49 U.S.C. § 5332)	Provide competitive funding to support research project to help the transit industry mitigate transit worker and rider assaults.
Tribal Transit Formula Grants (49 U.S.C. § 5311(c)(1)(B), IIJA Section 300076)	Provide funding to federally recognized Indian tribes to provide public transportation services on and around Indian reservations or tribal land in rural areas. Funding is provided as a set-aside within of the Formula Grants to Rural Areas program and allocated both by statutory formula and through a competitive discretionary program.
Urbanized Area Formula Grants (49 U.S.C. 5307)	Provide funding to public transit systems in Urbanized Areas for public transportation capital, planning, job access and reverse commute projects, as well as operating expenses in certain circumstances.
Zero Emission Research Opportunity (ZERO) (49 U.S.C. § 5312)	Provide funds for non-profit organizations to conduct research, demonstrations, testing, and evaluation of zero emission and related technology for public transportation applications.

For more details: *https://www.transit.dot.gov/grants*

Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)

TRIBAL GOVERNMENT TRANSPORTATION FUNDING: CHART 24

FHWA Programs

Highway Account

Federal Lands Transportation Program

Provides funding for projects that provide access to or within federal or tribal land.

Federal Lands Access Program

Provides funding to improve access to transportation facilities that are located on or adjacent to, or that provide access to federal or tribal land.

FTA Programs

Mass Transit Account

Public Transportation on Indian Reservations

Provides funding for capital, operating, planning, and administrative expenses for public transit projects for rural tribal communities.

Note: While all federally recognized tribes can participate in the Tribal Transportation Program (TTP), only those with a tribal transportation plan and a transportation improvement plan are eligible to receive TTP funds.

For more information on FHWA programs visit *https://highways.dot.gov/federal-lands/programs-tribal/finance*

For more information on the FTA program visit *https://www.transit.dot.gov/tribal-transit*

Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)

Attachment: 2024-transportation-funding-in-california-a11y (10406 : County Roads Presentaton)



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Division of Transportation Planning | Office of State Planning |Transportation Economics Branch

COUNTY OF COLUSA, CA

8.1

Request For County Board of Supervisors Action

MEETING DATE: March 25, 2025

DEPARTMENT: County Administrative Office

FROM: Kaline Moore

SUBJECT: Approve FY24/25 Revenue and Appropriations Inter-Budget Adjustment No. IB-016 - IB-017. (4/5 vote required)

Approve FY24/25 Revenue and Appropriations Inter-Budget Adjustment No. IB-016 - IB-017. (4/5 vote required)

Detailed Description/Background of request

Increase/Decrease Revenue and Appropriations to recognize additional revenues received; use fund balances to cover unanticipated expenditures and/or reallocate expenditures. Department Heads and/or their fiscal staff will be present to address any adjustments that the Board may have questions about.

Inter-Budget Ledger - FY2024/25					
Department	**Fund**	**Object**	**Dept**	**Amount**	IB#
Air Pollution	011	31960	000	7,500.00	IB-016
Air Pollution	011	53230	715	7,500.00	
Ag Commissioner	001	47983	560	1,500.00	IB-017
Ag Commissioner	001	53230	560	1,500.00	

Prior Board Action

None

Fiscal Impact/Funding Source

See detailed report on the attached adjustment forms.

Action for the Clerk

None

ATTACHMENTS:

- IB-016 - IB017 (PDF)

Colusa County Board of Supervisors

Agenda Request

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Air Pollution

Submitted By: Leeann Price

Digitally signed by Leeann Price
Date: 2025.03.05 13:47:24 -08'00'

Explanation: Using Fund Balance to cover the unexpected Environmental Democracy Project (EDP) Settlement that was paid for Hot Spots.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
011	31960	000	Fund Balance	$ 0.00	$ 7,500.00	$ 7,500.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 7,500.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
011	53230	715	Special Dept. Expense	$ 9,500.00	$ 17,000.00	$ 7,500.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 7,500.00

Fiscal Year: 2024/25

Board Date: 3/25/2025

Inter-Budget Log #: IB- 016

OpenGov Amendment #:

Attachment: IB-016 - IB017 (10395 : FY24/25 Inter-Budgets for Approval)

Colusa County Board of Supervisors | Agenda Request

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Ag Commissioner

Submitted By: Leeann Price

Digitally signed by Leeann Price
Date: 2025.03.05 14:01:56 -08'00'

Explanation: Recognizing the Revenue we received from a Community Engagement Funding Grant from California Department of Pesticide Regulation to be used for Public Outreach. Need to adjust Special Department Expense to cover the expense of supplies for the Farm Show outreach & Grower Meeting.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	47983	560	Miscellaneous Other Revenue	$ 500.00	$ 2,000.00	$ 1,500.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 1,500.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	53230	560	Special Department Expense	$ 650.00	$ 2,150.00	$ 1,500.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 1,500.00

Fiscal Year: 2024-25

Board Date: 3/25/2025

Inter-Budget Log #: IB- 017

OpenGov Amendment #:

Attachment: IB-016 - IB017 (10395 : FY24/25 Inter-Budgets for Approval)

COUNTY OF COLUSA, CA

8.2

Request For County Board of Supervisors Action

MEETING DATE: March 25, 2025

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Approve Special Claims

Approve Special Claims as follows:

Invoice#	Fund/Dept.	Vendor	Amount
59706	Beh Health	Precision West Tec.	975.50

Detailed Description/Background of request
Contract C24-207 expired February 28, 2025, amount exceeds contract. The original contract was for installation of new hardware. This additional time and materials charge is to ensure the hardware was linked with the existing phone system, and was not contemplated in the original scope of work.

Prior Board Action
None.

Fiscal Impact/Funding Source
As indicated on each claim.

Action for the Clerk
None.

ATTACHMENTS:

- Board Approval 24-25 (PDF)
- PRECISION_WEST_3.04.25~ CONTRACT EXPIRED (PDF)

BOARD APPROVAL

3/25/2025

Invoice #	Fund/Department	Vendor	Amount
59706	BEHAVIORAL HEALTH *Exceeds/ Expired Contract*	PRECISION WEST TECHNOLOGIES	$ 975.50

1. _____
2. _____
3. _____
4. _____
5. _____

Attachment: Board Approval 24-25 (10414 : Approve Special Claims)

Reset Entire Form

Reset Invoice No, Amt, & Period

Reset Invoice Amt & Period

COUNTY OF COLUSA
AUDITOR – CONTROLLER'S OFFICE
INVOICE CERTIFICATION FORM

Vendor Number: 2078 Vendor Name: PRECISION WEST TECHNOLOGIES INC.

If Misc. Vendor or Special Remit to Address: 4231 PACIFIC ST, STE 3

ROCKLIN, CA 95677

Separate Check: ☐ Yes ☑ No

Special Handling Instructions: ☐ Hold Check for Pickup by: _____

☐ Original Document sent via interoffice mail & to be mailed w/check

Comment:

3/04 INV 59706 $975.50 C24-207 CONTRACT EXPIRED ON 2/28/25 - THIS INVOICE EXCEEDS CONTRACTED AMOUNT

Invoice No:	59706	Invoice Amount:	$ 975.50		
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			
Invoice No:		Invoice Amount:			

Grand Total of All Invoices: $ 975.50

Under Penalty of perjury, I certify: that the items listed on the certification form, and the items and statements as herein set forth, are true and correct; that no part has been paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

☑ Gov. Code Section 910.2 If not, sign here → Claimant Sign Here: _____

Department Head or Authorized Deputy: Bonnie Briscoe Digitally signed by Bonnie Briscoe DN: cn=Bonnie Briscoe, o=County of Colusa, ou=Behavioral Health, email=bbriscoe@countyofcolusa.org, c=US Date: 2025.03.10 12:22:45 -07'00'

Attachment: PRECISION_WEST_3.04.25~ CONTRACT EXPIRED (10414 : Approve Special Claims)

PRECISION WEST TECHNOLOGIES INC.
An Instinctive Choice for Your Business Technology

We are a Small Business Certified Company

4231 Pacific St Ste. 3
Rocklin CA 95677
www.precision-west.com

LIC# 594069

accounting@precision-west.com
Phone: 916-660-9828
Fax: 916-660-9830

Invoice # 59706

3/4/2025

Bill To

County of Colusa
547 Market Street Suite 110
Colusa CA 95932

Site Address for Work Performed

162 E. Carson Street
Colusa, CA 95932

Requested by

P.O. / Proposal # 27902132025

Qty	Description	Rate	Amount
1	Labor Billing for onsite visit 3.3.25 Scope of Work: PWT will attempt to get Linear on the phone and integrate our new hardware with their existing system. This will be billed as Time and Materials not to exceed 8 hours onsite. 279-53120-279-0	975.50	975.50

Managed IT | Audio-Visual | IP Video Surveillance
Access Control | Sound Masking | Data Cabling | Wireless Systems

Thank You For Your Business!
We accept Visa, Mastercard and American Express.
4% fee applies.

18% ANNUAL INTEREST WILL BE CHARGED (MINIMUM OF $10) ON ALL BALANCES OVER 30 DAYS. THANK YOU FOR YOUR PROMPT PAYMENT. A $50 PROCESSING FEE WILL BE APPLIED TO ANY CHECK SUBMITTED THAT IS RETURNED BY THE FINANCIAL INSTITUTION FOR ANY REASON, INCLUDING INSUFFICIENT FUNDS AND CLOSED ACCOUNT.

Subtotal	$975.50
Sales Tax (8.75%)	$0.00
Total	$975.50
Payments/Credits	$0.00
Balance Due	$975.50

Due Date 3/4/2025

Attachment: PRECISION_WEST_3.04.25~ CONTRACT EXPIRED (10414 : Approve Special Claims)

COUNTY OF COLUSA, CA

9.1

Request For County Board of Supervisors Action

MEETING DATE: March 25, 2025

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: **Appoint Jake Spooner to represent District 1 - term will end January 4, 2027. Reappoint applicants as follows: Deke Dormer to represent District 2 - term will end January 8, 2029, Darrin Williams represent District 3 - term will end January 8, 2 and Reaffirm appointment of Jeff Moresco to represent District 5 - term will end January 4, 2027**

Appoint Jake Spooner to represent **District 1** - term will end January 4, 2027.

Reappoint applicants as follows:
Deke Dormer to represent **District 2** - term will end January 8, 2029,

Darrin Williams represent **District 3** - term will end January 8, 2029, and

Reaffirm appointment of Jeff Moresco to represent **District 5** - term will end January 4, 2027.

Detailed Description/Background of request

Each member represents an individual Supervisorial district and must be a resident of or have agricultural operations within the district they are appointed to. Each member of the commission shall be nominated by the County Supervisor representing their district. The term shall coincide with the term of his/her Supervisor which the member represents at the time of appointment.

Due to redistricting and/or individuals moving some of the Commission members no longer resided or farmed in the district that they were initially appointed to. All but one of the applicants below are reappointment's.

Jake Spooner lives and farms in District 1 and is a new applicant we are requesting to be appointed to serve as District 1 representative.

Deke Dormer when last appointed (2/2/21) lived in District 2 but now lives in District 1, and farms in District 2, therefore we are seeking a reappointment in District 2 under the amended bylaws.

Darrin Williams resides and farms in District 3, and we are seeking a reappointment for

him as District 3 representative.

Jeff Moresco lives in District 5 and farms in District 5 we are asking to reaffirm his appoint for District 5.

All applicants meet the requirements set by the Amended Rules and Bylaws of the Colusa County Groundwater Commission.

Notice of term expiration was posted in the Pioneer Review on December 20, 2024 pursuant to the Government Code Section 54970-54974 (Maddy Act).

Prior Board Action
All applicants are reappointment's except for Jake Spooner.

Fiscal Impact/Funding Source
None.

Action for the Clerk
Send letter and oath to all applicants and send a copy of appointment letters to Community Development.

ATTACHMENTS:

- Application Deke Dormer (PDF)
- Application Jacob Spooner (PDF)
- Application - Darrin Williams (PDF)

COLUSA COUNTY BOARD OF SUPERVISORS
Application to Fill a Vacancy
On the Colusa County Groundwater Commission

RECEIVED
FEB 14 2025
COUNTY OF COLUSA
BOARD OF SUPERVISORS

Upon Completion, return to:	Office Use Only; Date Stamp
Clerk to the Board of Supervisors 547 Market Street, Suite 102 Colusa, CA 95932 530-458-0508 email: boardclerk@countyofcolusaca.gov	

Date: December 30, 2024

Name of Applicant: Deke Dormer

Address (list your physical and mailing address if different):
PO Box 934 1115 Tess Dr Arbuckle, CA 95912

City: Colusa Phone: 5308443315 Email: DKDormer@yahoo.com

Your Supervisorial District: 2

PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Do you operate an irrigation well? YES ☒ NO ☐
2. Do you utilize both surface water and groundwater for irrigation? YES ☒ NO ☐
3. Do you own land within the service area of a surface water District? YES ☒ NO ☐

   If yes, which District? RD 108

4. Explain your knowledge regarding the Sustainable Groundwater Management Act (SGMA) and the Colusa Groundwater Authority (Minimum 200 words):

I serve on the Board of the CGA.

I would love to continue representing the white areas in this process.

Attachment: Application Deke Dormer (10362 : Appointment to the Colusa County Groundwater Commission)

COLUSA COUNTY BOARD OF SUPERVISORS
Application to Fill a Vacancy
On the Colusa County Groundwater Commission

5. Please provide an explanation of your experience, qualifications, and reasons for wanting to serve on this Commission (Minimum 200 words):

Been Ground water commissioner since 2017.

Would love to continue my service to the community.

For office use only:

O Appointed Term Date:_____

O Filling unexpected vacancy

O Not Appointed Notes: _____

Date letter sent with Certificate of Appointment and Oath of Office: _____

Date Entered into Access:_____

Scanned into Laserfiche: _____

Attachment: Application Deke Dormer (10362 : Appointment to the Colusa County Groundwater Commission)

COLUSA COUNTY BOARD OF SUPERVISORS
Application to Fill a Vacancy
On the Colusa County Groundwater Commission

Upon Completion, return to:	Office Use Only; Date Stamp
Clerk to the Board of Supervisors 547 Market Street, Suite 102 Colusa, CA 95932 530-458-0508 email: boardclerk@countyofcolusa.org	RECEIVED FEB 21 2025 COUNTY OF COLUSA BOARD OF SUPERVISORS

Date: 02/20/2025

Name of Applicant: Jacob Spooner

Address (list your physical and mailing address if different): 7622 Mumma Rd

City: Arbuckle Phone: 5303301923 Email: jspooner@hendersonfarms

Your Supervisorial District: 1

PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Do you operate an irrigation well? YES ☑ NO ☐
2. Do you utilize both surface water and groundwater for irrigation? YES ☑ NO ☐
3. Do you own land within the service area of a surface water District? YES ☑ NO ☐

   If yes, which District? Colusa County Water District

4. Explain your knowledge regarding the Sustainable Groundwater Management Act (SGMA) and the Colusa Groundwater Authority (Minimum 200 words):

   SGMA was passed to ensure the sustainable management of groundwater resources. SGMA gives local agencies the authority to manage groundwater through the formation of Groundwater Sustainability Agencies (GSAs), which create and implement the Groundwater Sustainablility Plans (GSP's). The Colusa Groundwater Authority (CGA) is a GSA formed under SGMA and is responsible for overseeing the implementation of GSPs within the Colusa Subbasin, which is part of the larger Sacramento Valley groundwater system. Recent changes in the sustainablity milestones for undesirable events will be a huge challenge for the CGA in the next two years.

Attachment: Application Jacob Spooner (10362 : Appointment to the Colusa County Groundwater Commission)

COLUSA COUNTY BOARD OF SUPERVISORS
Application to Fill a Vacancy
On the Colusa County Groundwater Commission

5. Please provide an explanation of your experience, qualifications, and reasons for wanting to serve on this Commission (Minimum 200 words):

I am a landowner and almond grower in Colusa County, as well as the president of a farm management company representing multiple landowners in our district. For over eight years, I have served as a Director on the Dunnigan Water District (DWD), which is part of the Yolo Subbasin. This experience has provided me with valuable insight into how other Groundwater Sustainability Agencies (GSAs) are addressing challenges under SGMA. SGMA compliance is mandatory, but how it's implemented can vary. Im hoping my leadership can help ensure that regulations are fair, practical, and based on sound science and local conditions rather than a one-size-fits-all approach.

For office use only:

O Appointed — Term Date: _____

O Filling unexpected vacancy

O Not Appointed — Notes: _____

Date letter sent with Certificate of Appointment and Oath of Office: _____

Date Entered into Access: _____

Scanned into Laserfiche: _____

Attachment: Application Jacob Spooner (10362 : Appointment to the Colusa County Groundwater Commission)

COLUSA COUNTY BOARD OF SUPERVISORS
Application to Fill a Vacancy
On the Colusa County Groundwater Commission

Upon Completion, return to:	**Office Use Only; Date Stamp**
Clerk to the Board of Supervisors 547 Market Street, Suite 102 Colusa, CA 95932 530-458-0508 email: boardclerk@countyofcolusaca.gov	

Date: March 19, 2025

Name of Applicant: Darrin Williams

Address (list your physical and mailing address if different): PO BOX 266 1340 Ohm Rd.

City: Arbuckle Phone: 530-682-8422 Email: darrin@williamsfarms.net

Your Supervisorial District: 3

PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Do you operate an irrigation well? YES ☑ NO ☐
2. Do you utilize both surface water and groundwater for irrigation? YES ☑ NO ☐
3. Do you own land within the service area of a surface water District? YES ☑ NO ☐

   If yes, which District? Colusa County Water District

4. Explain your knowledge regarding the Sustainable Groundwater Management Act (SGMA) and the Colusa Groundwater Authority (Minimum 200 words):

   See Attached

Attachment: Application - Darrin Williams (10362 : Appointment to the Colusa County Groundwater Commission)

COLUSA COUNTY BOARD OF SUPERVISORS
Application to Fill a Vacancy
On the Colusa County Groundwater Commission

5. Please provide an explanation of your experience, qualifications, and reasons for wanting to serve on this Commission (Minimum 200 words):

See Attached

For office use only:

O Appointed — Term Date:_____

O Filling unexpected vacancy

O Not Appointed — Notes: _____

Date letter sent with Certificate of Appointment and Oath of Office: _____

Date Entered into Access:_____

Scanned into Laserfiche: _____

Attachment: Application - Darrin Williams (10362 : Appointment to the Colusa County Groundwater Commission)

March 19, 2025

Darrin Williams
PO BOX 266
Arbuckle, CA 95912

Members of the Board,

My name is Darrin Williams, I am a resident of Arbuckle and a 6th generation Colusa County Farmer. I am currently the Chairperson for the Colusa County Ground Water Commission (GWC) representing District 1(3). I have been involved in groundwater issues in the county for the last 17 years and have served as commissioner for past 11 years.

Since signing into law, the Sustainable Groundwater Management Act by Governor Jerry Brown in 2014, I have been involved with local agencies, private pumpers and Colusa County Staff, whom have cooperatively, over the last 8 years cleared many hurdles, from formation and governance to acceptance of our Groundwater Sustainability Plan (GSP) by the Department of Water Resources. As Chair of the CGA I helped guide the revision of the GSP over an intense 180 day period. With the revision came new challenges such as Demand Management and a Domestic Well Mitigation Program. In the coming years, the CGA, county staff, and water users will need to come to together in a cooperative and collaborative effort to meet these challenges. The future of our communities and our children's future depend on our success.

The Colusa Groundwater Authority (CGA) now has the ultimate responsibility for sustainable management of the subbasin. The creation of the CGA has changed the role of the Groundwater Commission going forward. I do however, believe the GWC still has an important role on the future of groundwater management. Gone are the days when we can simply turn on our wells and not consider the value of the resource. These changes demand greater communication between "regulators" and users. Going forward the GWC will play a critical role in public outreach and education. The GWC will work closely with the CGA to develop projects and management actions and assist in their implementation.

My experience includes my intricate knowledge of groundwater conditions in the Arbuckle area as well as other portions of the county. I am currently farming in Arbuckle and operate 7 Ag wells as a critical source of water. I have dedicated time and resources to the conservation of our groundwater resource through the use of flowmeters, soil moisture sensing equipment, satellite imagery and more.

I wish to retain my position on the Groundwater Commission for the next term. For myself, there is not an issue more impactful to our local economy, our farming and ranching

Attachment: Application - Darrin Williams (10362 : Appointment to the Colusa County Groundwater Commission)

businesses, and those businesses supporting agriculture than the sustainability of our water resources. There are a great many unknown challenges that lay ahead and the only way we can meet those challenges is to work together as a community to draft solutions that protect our water resources for generations to come.

Thank You for your consideration,



Attachment: Application - Darrin Williams (10362 : Appointment to the Colusa County Groundwater Commission)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: March 25, 2025

DEPARTMENT: Board of Supervisors

FROM: Wendy Tyler

SUBJECT: Sitting as the Colusa County Flood Control and Water Conservation District Update on Zone 3 Activities

Sitting as the Colusa County Flood Control and Water Conservation District
Update on Zone 3 Activities

Detailed Description/Background of request

Receive update on Zone 3 Activities from Mike Urkov, Zone 3 General Manager. Since seating of the Zone Council in August 2024, the Council has been working to develop their budget, organizational structure and parameters. Following the update, the Council will be seeking a date for a joint meeting with the Board to allow for further discussion of Zone activities.

Prior Board Action

Discussed on January 2, 2024
January 30, 2024, Resolution of Intention to form Zone of Benefit adopted
February 27, 2024, Zone 3 was formed and direction was given to staff to seek an Associate Membership in the Authority
April 23, 2024, approved Associate Membership in Sites Authority and appointed Zone delegates (Urkov & Tyler)
Acknowledged Certification of Facts and Appointed Zone Council August 20, 2024

Fiscal Impact/Funding Source

None.

Action for the Clerk

None.

ATTACHMENTS:

- Sites Overview - Zone 3 Workshop Copy (PPTX)

Sites Reservoir Project Overview

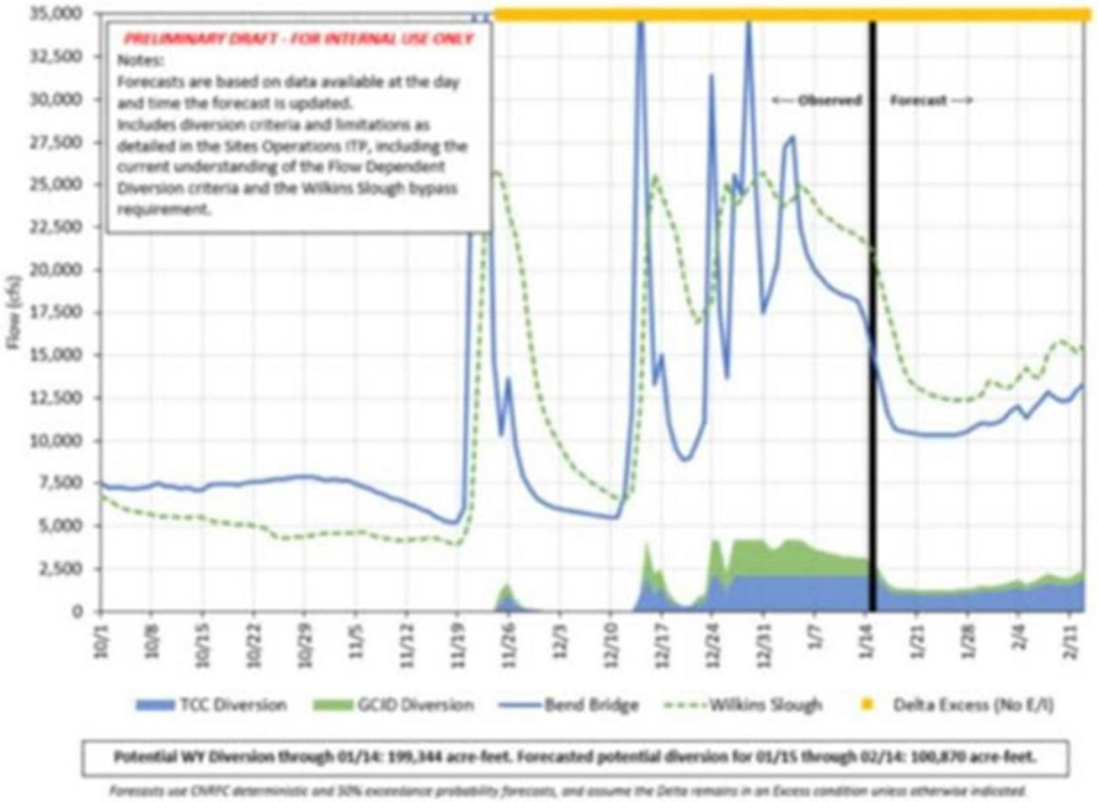
Zone 3 Landowner Workshop
February 7, 2025
Mike Urkov

Sites

Attachment: Sites Overview - Zone 3 Workshop Copy (10398 : CCFCWCD-Zone 3 Update)

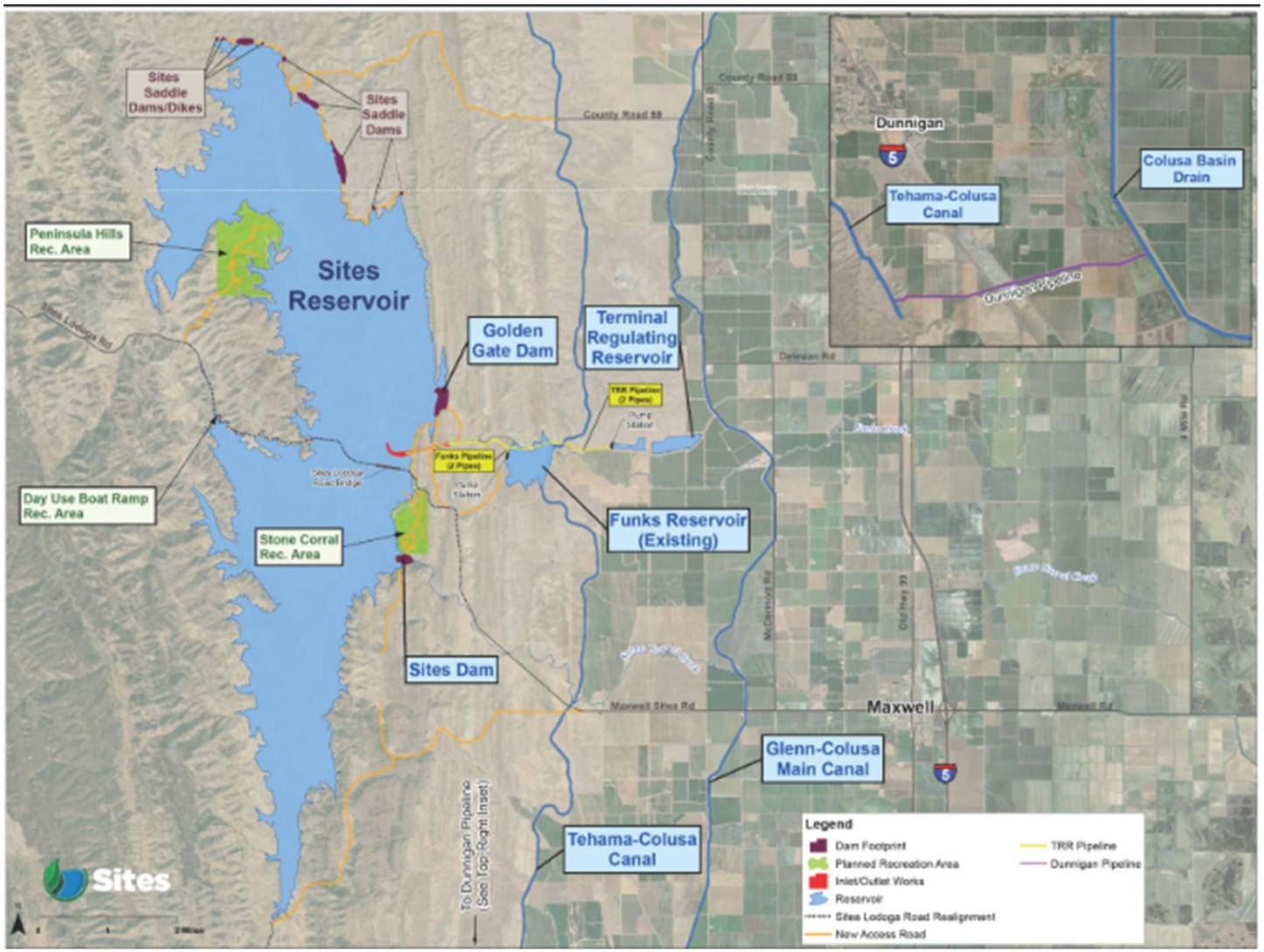
What if we had Sites today?

Year	Estimated Diversion
2023	700,000 AF
2024	840,000 AF
Total for WY23-24	1,540,000 AF (103% of capacity!!)
2025	200,000 AF



Attachment: Sites Overview - Zone 3 Workshop Copy (10398 : CCFCWCD-Zone 3 Update)

Project Facilities



Attachment: Sites Overview - Zone 3 Workshop Copy (10398 : CCFCWCD-Zone 3 Update)

Current Allocation of Active Sites Storage Space

(planning level estimates, subject to change)

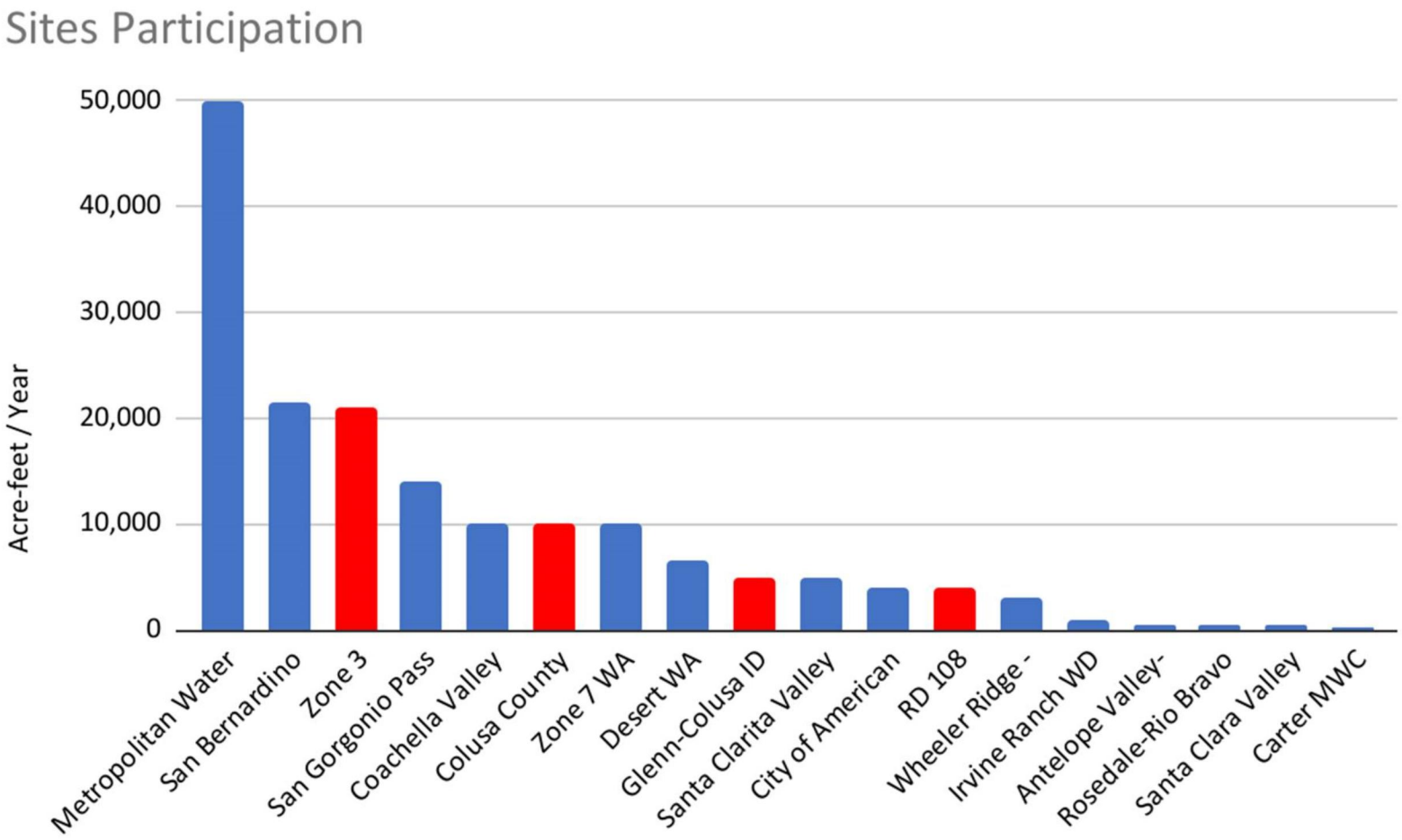
Participant Name	Amendment 3 Participation Level	Amendment 3 Storage Allocation	% Available Storage[1, 2, 3]
Antelope Valley-East Kern WA	500	3,117	0.2%
City of American Canyon	4,000	24,936	1.8%
Coachella Valley WD	10,000	62,340	4.4%
Colusa County	10,000	62,340	4.4%
Colusa County WD	9,256	57,702	4.1%
Cortina WD	450	2,805	0.2%
Davis WD	2,000	12,468	0.9%
Desert WA	6,500	40,521	2.9%
Dunnigan WD	2,972	18,527	1.3%
Glenn-Colusa ID	5,000	31,170	2.2%
Irvine Ranch WD	1,000	6,234	0.4%
LaGrande WD	1,000	6,234	0.4%
Metropolitan Water District of SC	50,000	311,700	22.1%
Reclamation District 108	4,000	24,936	1.8%
Rosedale-Rio Bravo WD	500	3,117	0.2%
San Bernardino Valley Municipal WD	21,400	133,408	9.5%
San Gorgonio Pass WA	14,000	87,276	6.2%
Santa Clara Valley WD	500	3,117	0.2%
Santa Clarita Valley WA	5,000	31,170	2.2%
Westside WD	5,375	33,508	2.4%
Wheeler Ridge - Maricopa WSD	3,050	19,014	1.3%
Zone 7 WA	10,000	62,340	4.4%
State of California - Total	n/a	244,000	17.3%
Reclamation	n/a	128,020	9.1%
Available Storage Total		1,410,000	100.0%

At a glance:

North of Delta – 19.4%
South of Delta – 53.9%
Reclamation – 9.1%
State Prop 1 – 17.3%

Attachment: Sites Overview - Zone 3 Workshop Copy (10398 : CCFCWCD-Zone 3 Update)

North State Interests



Attachment: Sites Overview - Zone 3 Workshop Copy (10398 : CCFCWCD-Zone 3 Update)

Interested Participants – current list
alphabetical listing

Agency	Average Annual Water Supply requested (af)	Equivalent Storage Based Allocation Participation* * (af)
* Bureau of Reclamation	15,600	97,250
City of Fairfield	1,500	9,351
City of Napa	4,000	24,936
Dudley Ridge	1,500	9,351
Eastern Municipal Water District	1,600	9,974
Glenn County	1,000	6,234
La Cumbre Mutual Water Company	1,000	6,234
Madera County GSA	10,000	62,340
Palmdale Water District	2,000	12,468
Pacific Resources MWC	2,000	12,468
* Santa Clara Valley Water District	5,500	34,287
Western Municipal Water District	1,600	9,974
Westlands Water District	10,000	62,340
* Wheeler Ridge - Maricopa WSD	3,700	23,066
Woodland Davis Clean Water Agency	5,000	31,170
City of Mountain House	5,500	34,287
Total	71,500	445,731

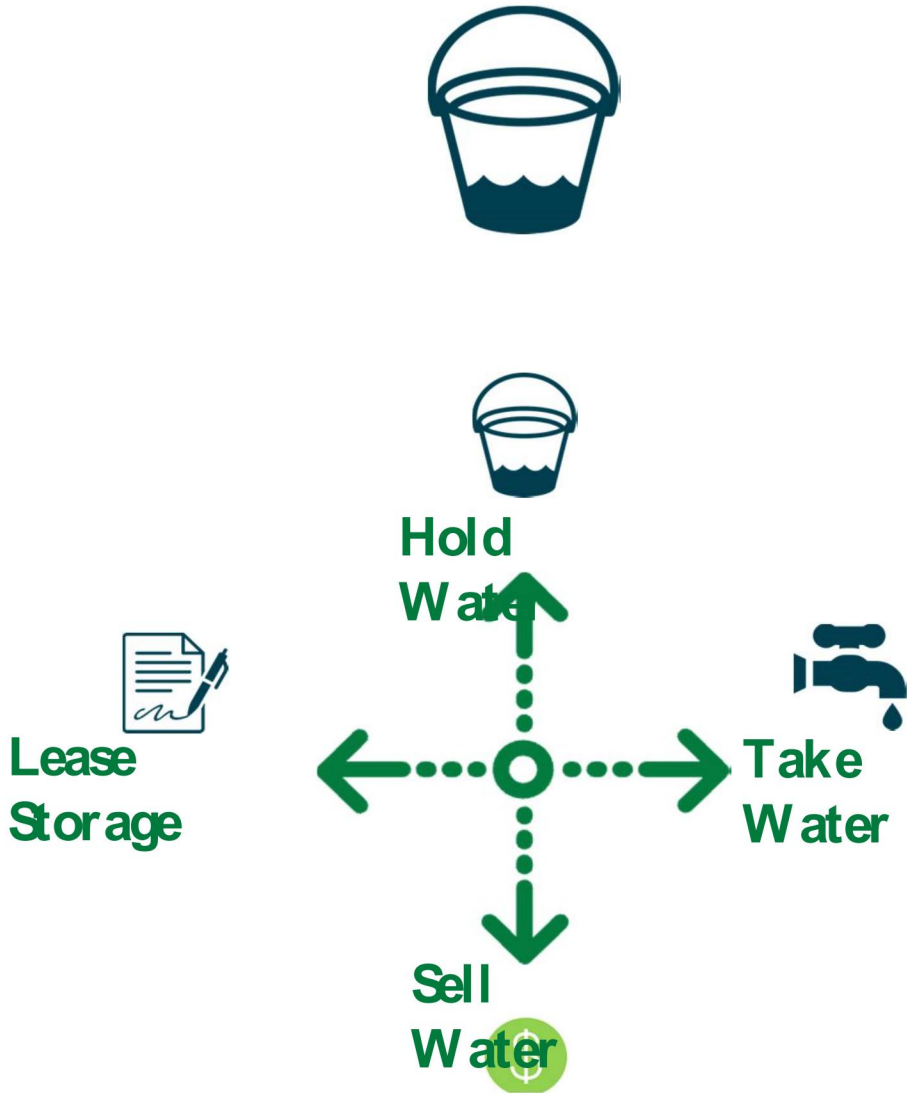
* denotes existing Participants

Unmet demand = 31% of total storage capacity

- *North of Delta – 7.4%*
- *South of Delta - 16.4%*
- *Reclamation – 7%*

Attachment: Sites Overview - Zone 3 Workshop Copy (10398 : CCFCWCD-Zone 3 Update)

What Do You Get With Your Investment in Sites Reservoir?



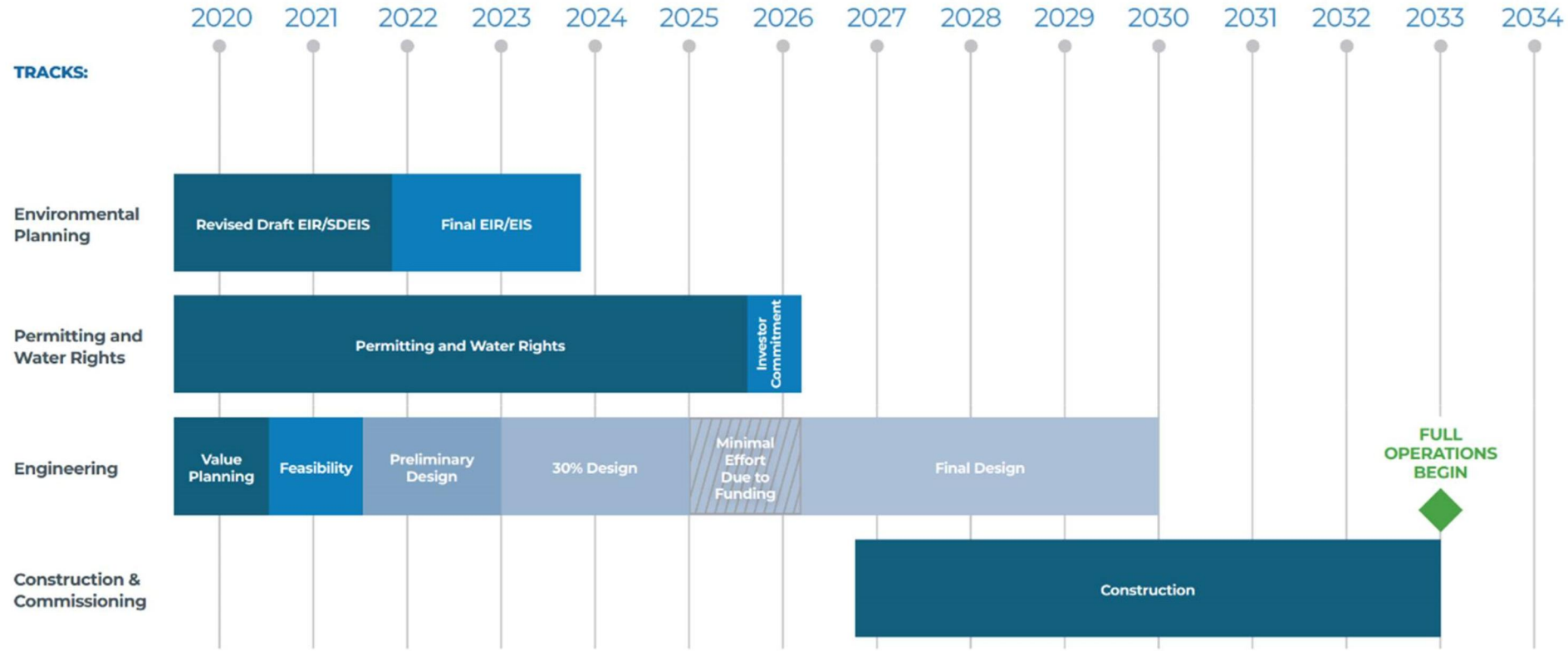
1. Share of Storage Space – your own bucket
2. Access to Proportionate Share of Water Diverted to Storage - X% of 300 TAF annual average (estimated)

3. Investor Decides - Local control of storage space and stored water

Attachment: Sites Overview - Zone 3 Workshop Copy (10398 : CCFCWCD-Zone 3 Update)

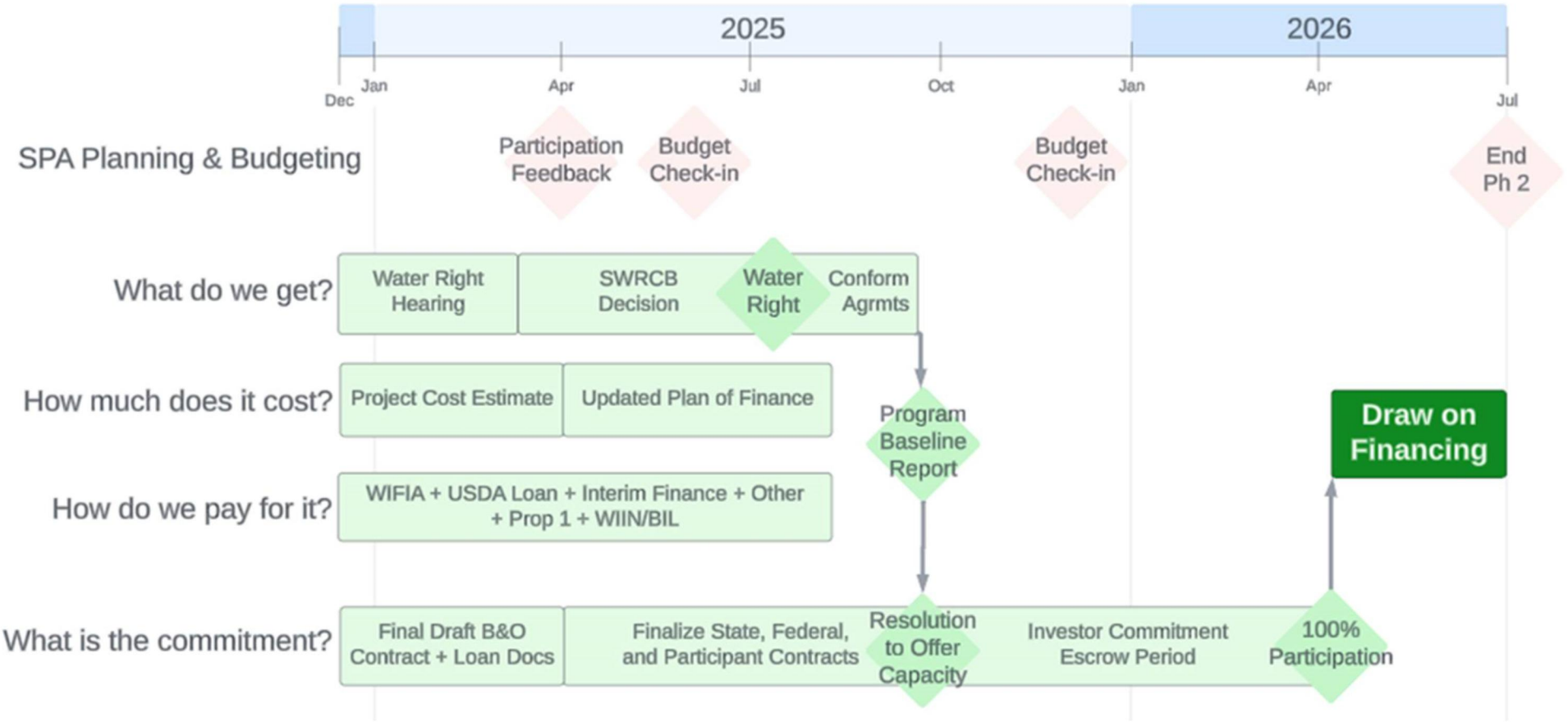
Construction is on the Horizon

Sites Reservoir Project Schedule



Attachment: Sites Overview - Zone 3 Workshop Copy (10398 : CCFCWCD-Zone 3 Update)

Last 18 months of Phase 2 (Planning) of the Sites Reservoir Project



Attachment: Sites Overview - Zone 3 Workshop Copy (10398 : CCFCWCD-Zone 3 Update)

Zone 3 Near-term Timeline

Month	Action
April	Workshop
May	Initial Budget and CCFCWCD / Zone 3 Agreements
June	Landowner Outreach
July	Landowner Assessment
August	Full Board Seat on Sites JPA
September	Begin Member “True-ups”
October	Initiate Financing Options and Commitments
November	Finalize True-ups

Attachment: Sites Overview - Zone 3 Workshop Copy (10398 : CCFCWCD-Zone 3 Update)

Zone 3 Proposed Budget

Income (assume 20,973 AF)	Estimate
Zone 3 Administration Fee ($8/AF)	$167,784
	$167,784
Expenses	
Sites PA Board Seat (prorated 50%)	$22,500
Sites Associate Board Seat (50%)	$2,500
Communications	$400
Office Expenses	$3,000
Postage	$100
Professional Services	$100,000
Publication and Legal Notices	$1,500
Repayment to County of Colusa	$25,000
	$155,000

Attachment: Sites Overview - Zone 3 Workshop Copy (10398 : CCFCWCD-Zone 3 Update)

Questions

Attachment: Sites Overview - Zone 3 Workshop Copy (10398 : CCFCWCD-Zone 3 Update)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: March 25, 2025

DEPARTMENT: County Counsel

FROM: Richard Stout

SUBJECT: CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Government Code Section 54956.9(a), Semon v. County of Colusa, Colusa County Superior Court Case No. CV24391

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9(a), *Semon v. County of Colusa*, Colusa County Superior Court Case No. CV24391

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA

12.2

Request For County Board of Supervisors Action

MEETING DATE: March 25, 2025

DEPARTMENT: Human Resources

FROM: Dar Rhodes

SUBJECT: CLOSED SESSION: PUBLIC EMPLOYMENT California Government Code 54957(b). Title: County Administrative Officer.

CLOSED SESSION: PUBLIC EMPLOYMENT
California Government Code 54957(b). Title: County Administrative Officer.

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: **March 25, 2025**

DEPARTMENT: **Community Development Department**

FROM: **Xzandrea Fowler**

SUBJECT: **Second reading by title only and adoption of Ordinance No. 844 granting an Electrical Line Franchise Agreement to Janus Solar PV, LLC for the Janus Solar and Battery Storage project (#PD24-24).**

Second reading by title only and adoption of Ordinance No. 844 granting an Electrical Line Franchise Agreement to **Janus Solar PV, LLC** for the Janus Solar and Battery Storage project (#PD24-24).

Background

At the Board's February 25, 2025 meeting, the Board introduced for first reading, by title only, an Ordinance that would approve a Franchise Agreement with Janus Solar PV, LLC for the Janus Solar and Battery Storage project and directed County Counsel to prepare a summary of the Ordinance for publication.

The proposed Franchise Agreement grants the right and franchise to Janus Solar PV, LLC, for thirty-five (35) years from and after the effective date of the Ordinance, to construct, erect, renew, repair, maintain, operate, and remove or abandon in place a system of electrical transmission lines, cables, conduit, connections, fittings and other related appurtenances and facilities necessary or convenient for the operation of said system of electrical lines, under, over, above, along and across County public highways, streets, roads, or public thoroughfares, in the unincorporated territory in the County of Colusa, which are portions of Spring Valley Road and Walnut Drive.

Prior Board Action

At the Board's February 25, 2025 meeting, the Board considered the request from Janus Solar PV, LLC and adopted a Resolution for the Janus Solar and Battery Storage project (#PD24-24) which (1) certified the Final Environmental Impact Report including the CEQA Findings and Mitigation Monitoring and Reporting Program (SCH #2024061043); (2) approved Use Permit #PD24-24 with Findings and Conditions of Approval; and (3) found that the project is compatible with the County's Williamson Act program.

Additionally, the Board introduced by title only and adopted an Ordinance approving a Development Agreement with Janus Solar PV, LLC for the said project; and

introduced for first reading, by title only, the subject Ordinance approving a Franchise Agreement with Janus Solar PV, LLC and directed County Counsel to prepare a summary of the Ordinance for publication.

Fiscal Impact

Janus Solar PV, LLC shall pay a "Right-of-Way/Occupancy Fee" of Two Dollars and Fifty Cents ($2.50) per linear foot of Transmission Lines installed within the Public Right-of-Way as depicted on the As-Built Map (described in Section 10 of the Ordinance), which shall be paid annually beginning on the first anniversary of the date of issuance of the County permit authorizing construction of the Transmission Lines. Commencing with the second annual payment, the Right-of-Way Occupancy Fee will be subject to a three percent (3%) increase annually. Janus Solar PV, LLC will be responsible for payment of the Right-of-Way Occupancy Fee until the Transmission Lines are removed or abandoned in place with the County's authorization.

Action for the Clerk

Publish the ordinance as required and send it to code publishing.

ATTACHMENTS:

- 2025 03 25_Janus Solar Franchise Agreement and Ordinance (DOCX)
- 2025 03 25 Exhibit A_Diagram Depicting Location of Franchise (PDF)
- 2025 03 25_Resolution of Intent for Franchise (2nd Board Notice Included) (DOCX)
- 2025 03 25 PHN Newspaper Publication for Janus Solar NOI_FA (PDF)

ORDINANCE NO. 844

AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS GRANTING AN ELECTRICAL LINE FRANCHISE TO JANUS SOLAR PV, LLC.

Whereas, Janus Solar PV, LLC, (hereinafter referred to as "**GRANTEE**") plans to build a renewable energy project ("**Project**") in Colusa County, which Project will bring to Colusa County certain community benefits, including but not limited to jobs, electric infrastructure support, and other related benefits to residents of Colusa County (hereinafter referred to as "**COUNTY**"); and

Whereas, COUNTY has certified an Environmental Impact Report and adopted associated California Environmental Quality Act findings pertaining to the Project pursuant to Resolution No. 25-007, which findings are incorporated herein by reference.

Based, therefore, on the foregoing, the Board of Supervisors of the COUNTY hereby ordains as follows:

SECTION 1. The COUNTY, hereby grants the right and franchise to GRANTEE, for the period of thirty-five (35) years from and after the effective date of this Ordinance, to construct, erect, renew, repair, maintain, operate, and remove or abandon in place (if acceptable to the COUNTY) a system of electric transmission lines, cables, conduit, connections, fittings and other related appurtenances and facilities necessary or convenient for the operation of said system of electric lines (hereinafter the "**Transmission Lines**"), under, over, above, along and across those COUNTY public highways, streets, COUNTY roads, or public thoroughfares, in the unincorporated territory in the County of Colusa, State of California , which are portions of Spring Valley Road and Walnut Drive as more specifically shown on Exhibit A attached to and incorporated into this Ordinance (hereinafter, the "**Public Right-of-Way**").

SECTION 2. Said Transmission Lines and appurtenances shall be installed in said Public Right-of-Way shown in Exhibit A in such a manner as not to do any damage of a permanent nature thereto nor unreasonably interfere with the public right to travel over, along and across the affected streets and roads and thereafter shall be maintained in a good and safe condition.

SECTION 3. The work of laying and constructing Transmission Lines pursuant to this franchise shall be performed in accordance with the provisions of this Ordinance and any permits required to be obtained from COUNTY and as more fully described in Section 5 below.

SECTION 4. GRANTEE shall comply with California Government Code, Section 4216.1 (or its successor statute) by obtaining and maintaining membership in the Underground Service Alert Network of Northern California for the duration of the franchise. GRANTEE shall submit documentation to the Department of Public Works that it is a member of the Underground Service Alert Network within thirty days of the effective date of this franchise, and every year thereafter on the anniversary thereof.

SECTION 5. GRANTEE shall not commence any excavation work for the purpose of erecting, constructing, laying, replacing, repairing, renewing or removing said Transmission Lines

Attachment: 2025 03 25_Janus Solar Franchise Agreement and Ordinance [Revision 2] (10394 : Franchise Agreement with Janus Solar PV, LLC

and appurtenances in or along any said street or road until it shall have first obtained all permits necessary to do so from COUNTY in accordance with applicable statutes or ordinances then in effect. All facilities erected, constructed, laid, operated or maintained under the provisions of this franchise shall be in accordance with and conform to all the applicable statutes, ordinances, codes, rules and regulations now or hereafter adopted by COUNTY or the State of California and in accordance with the terms of any permit herein required to be obtained from COUNTY. The GRANTEE shall submit detailed plans for the construction of said Transmission Lines and appurtenances prior to commencing construction operations. The construction plans shall be subject to approval of COUNTY. Nothing in this Ordinance shall require the COUNTY to allow the installation of a Transmission Lines where, in the reasonable opinion of the COUNTY as set forth in any applicable ordinances, laws, or regulations, such installation would endanger the public or adjoining landowners, or unreasonably interfere with travel upon, or the maintenance of a public right-of-way. All work performed in erecting, constructing, laying, replacing, repairing, renewing or removing Transmission Lines shall be performed during daylight hours Monday through Friday, except for emergency repairs.

SECTION 6. GRANTEE shall remove and relocate within the areas covered by this franchise, at its sole cost and expense, any facilities installed, used or maintained by GRANTEE in the Public Right-of-Way whenever it is necessary by reason of any public work authorized by and upon the written request of COUNTY or other public body having jurisdiction over affected roads, provided that sufficient notice shall be given to GRANTEE to permit such relocation without interruption of service. Said removal and relocation shall be at GRANTEE'S sole cost and expense.

SECTION 7. In the event that the COUNTY or any governmental agency shall construct, install, reconstruct, or repair any road, bridge or artificial support in or underlying any highway in which the franchise property is located or which is prescribed as the location for the installation, maintenance or operation of the franchise property in or on the highway area covered or underlain by said road, bridge or artificial support, then GRANTEE shall pay to the COUNTY, or such governmental agency doing such work, the full amount of such increase of cost upon completion of such construction, installation or repair.

SECTION 8. GRANTEE shall pay a "**Right-of-Way Occupancy Fee**" of Two Dollars and Fifty Cents ($2.50) per linear foot of Transmission Lines installed within the Public Right-of-Way as depicted on the As-Built Map (described in Section 10), which shall be paid annually beginning on the first anniversary of the date of issuance of the County permit authorizing construction of the Transmission Lines. Commencing with the second annual payment, the Right-of-Way Occupancy Fee will be subject to a three percent (3%) annual increase. Grantee will be responsible for payment of the Right-of-Way Occupancy Fee until such time as the Transmission Lines are removed or abandoned in place with County's authorization.

SECTION 9. GRANTEE shall, at its own cost and expense, upon completion of construction, laying, repairing, renewing or removal of said Transmission Lines and appurtenances, replace said COUNTY Public Right-of-Way, or so much thereof as may be damaged thereby, in as good order and condition as that in which it existed before being disturbed for the purposes of such construction, repairing, renewal or removal.

SECTION 10. Within thirty (30) days following the construction, laying, repairing or removal of Transmission Lines under this franchise, the GRANTEE shall file with the Department of Public Works, an as-built map showing in detail, the length and details of such installation and location of the same, with its beginning and terminus in the Public Right-of-Way, both with

Attachment: 2025 03 25_Janus Solar Franchise Agreement and Ordinance [Revision 2] (10394 : Franchise Agreement with Janus Solar PV, LLC

reference to the surface and with reference to the property lines along said right-of-way (hereinafter the "**As-Built Map**").

SECTION 11. The GRANTEE hereof, its successors and assigns, shall, prior to issuance of a County permit for construction of the Transmission Line within the Public Right-of-Way and at all times thereafter during the term of said franchise, keep on file with the COUNTY, a bond in full force and effect, running to said COUNTY in the penal sum of Fifteen Dollars ($15.00) times the sum of the linear feet of Transmission Line installed within the Public Right-of-Way as documented on the As-Built Map (provided that the initial bond shall be based on the estimated number of linear feet as reflected in drawings submitted in conjunction with the aforementioned construction permit), with a corporate surety conditioned that said GRANTEE, its successors and assigns, shall well and truly observe, fulfill and perform each and every term and condition of this franchise, the whole amount to the penal sum therein named, shall be taken and deemed to be liquidated damages and shall be recoverable from the principal and sureties upon said bond should GRANTEE fail to comply with the conditions of this franchise. GRANTEE shall comply with any term of the franchise, which is in non-compliance status, with 30 days after written notice of non-compliance by COUNTY.

SECTION 12. The provisions of this Ordinance shall bind GRANTEE and its heirs, successors and assigns in the exercise of the franchise rights granted hereunder. This franchise may not be transferred, encumbered, or assigned in whole or in part without the written consent of the COUNTY, which consent shall not be unreasonably withheld, but may be conditionally granted. In the event of transfer or assignment for any cause, the COUNTY shall have the right to substitute for the security, a new security conditioned upon the assignee or transferee well and true observing, fulfilling and performing the terms and conditions of the franchise, and upon the filing of said security with and the approval thereof by COUNTY, to exonerate and excuse further liability upon the original security.

SECTION 13. GRANTEE understands that the COUNTY by granting this franchise does not warrant or make any representation of the existence of rights-of-way over or along existing COUNTY roads. GRANTEE at its own cost and expense, shall be responsible for researching and verifying rights-of-way for COUNTY roads where said Transmission Lines are to be constructed, reconstructed, repaired or renewed.

SECTION 14. At the termination of this franchise, GRANTEE shall, in accordance with applicable law, and unless County authorizes abandonment in place, remove the Transmission Lines at its sole expense, and if GRANTEE shall fail to do so, COUNTY shall have the right to make such removal and abandonment at GRANTEES expense, the amount of such expense GRANTEE shall pay to COUNTY on demand, and if COUNTY so elects, it shall have the right to take possession of and appropriate to itself without payment therefor, any property of GRANTEE, or anyone claiming under it, remaining on or under public roads in the County of Colusa not then included within the limits of an incorporated city.

SECTION 15. GRANTEE shall defend, indemnify, save, keep and hold harmless the COUNTY, its officers, officials, employees, agents and volunteers from all damages, costs or expenses (including, but not limited to attorney fees) in law or equity that may at any time arise or be asserted, because of any damages (whether to property or person, or otherwise) which are based, in whole or in part, upon any willful or negligent act or omission of GRANTEE, its officers, agents or employees and from any action, claim or other proceeding arising from the rights granted by this franchise, GRANTEE's exercise of those rights or challenging COUNTY's approval of this

Attachment: 2025 03 25_Janus Solar Franchise Agreement and Ordinance [Revision 2] (10394 : Franchise Agreement with Janus Solar PV, LLC

Ordinance or GRANTEE's authority to exercise the rights granted by this franchise.

SECTION 16. During the term of this franchise, GRANTEE shall maintain insurance at its own cost and expense from insurance Companies rated no less than A:VII, with the exception of insurance placed with the State Compensation Insurance Fund which is not rated, and licensed to do business in California as follows:

(1) Comprehensive general liability insurance or commercial general liability insurance covering all operations by or on behalf of GRANTEE. The insurance shall apply to all bodily injury, property damage, and personal injury, however caused, that arises from GRANTEE'S performance or failure to perform under this franchise and shall have the following minimum policy limits: $5,000,000 for each occurrence (combined single limit for bodily injury, personal injury or property damage); $5,000,000 aggregate for products-completed operations; and $10,000,000 general aggregate, which shall apply separately to the GRANTEE'S work under this Franchise. In addition, the insurance shall:

(a) Include broad-form contractual liability insurance coverage insuring GRANTEE'S indemnity obligations under Section 15 of this Franchise;

(b) Be issued on an "occurrence" basis or other basis determined by County Counsel to be substantially similar to an occurrence basis; and

(c) Name COUNTY and its officers, employees, and agents as additional named insureds and provide that such coverage shall be primary insurance for such additional named insureds, each and all of them.

(2) Comprehensive vehicle liability insurance covering bodily injury, property damage, and contractual liability for owned, hired, and non-owned vehicles, with minimum policy limits of $2,000,000 combined single limit each accident for bodily injury and property damage. **The insurance shall name COUNTY and its officers, employees, and agents as additional named insureds and provide. that such coverage shall be primary insurance for such additional named insureds, each and all of them.** If Umbrella or Excess Liability coverage is purchased by GRANTEE, "Liability Limits/Additional Insureds," shall also apply to automobile liability.

(3) Any deductibles or self-insured retentions must be declared to and approved by the County before work is begun. At the County's option, GRANTEE shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

(4) GRANTEE hereby waives any claim of subrogation against COUNTY and its officers, employees, and agents which its insurer may acquire from GRANTEE by virtue of the payment of any loss. GRANTEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation in favor of the COUNTY. Any Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the GRANTEE, its employees, agents and subcontractors.

(a) Each policy shall obligate the insurer to give COUNTY thirty days advance written notice of cancellation or material modification.

Attachment: 2025 03 25_Janus Solar Franchise Agreement and Ordinance [Revision 2] (10394 : Franchise Agreement with Janus Solar PV, LLC

(b) No later than the date this franchise commences, GRANTEE shall furnish COUNTY with certificates of insurance verifying that the insurance required by this section is in place, each signed by a person authorized to bind the insurer for the coverage. Certificates of insurance shall thereafter be provided the COUNTY annually during the term of this Franchise. This section shall not limit GRANTEE'S obligation under Section 15.

(c) The issuance of this Franchise in advance of receiving proof of required insurance, shall not waive the COUNTY'S right to strictly enforce the insurance requirements of this Franchise.

Any exception to the above insurance requirements is subject to the concurrence of the County Risk Manager.

SECTION 17. The COUNTY hereby declares that as a result of this Ordinance, a possessory interest subject to property taxation may be created and the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.

SECTION 18. This Ordinance shall take effect and be in force thirty (30) days following its adoption and, prior to the expiration of fifteen (15) days after its adoption, it shall be published once in a newspaper of general circulation in the County of Colusa in accordance with Government Code section 25124.

SECTION 19. If any section, subsection, sentence, clause or phrase of this Ordinance is held by a court of competent jurisdiction to-be invalid, such decision shall not affect the remaining portions of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 20. Any and all notices regarding this Transmission Lines franchise shall be provided as follows:

If to County:	Colusa County Public Works 1215 Market Street Colusa, CA 95955 530-458-0466
If to Grantee:	RWE Clean Energy 1401 East 6th Street, Suite 400 Austin, Texas 78702

PASSED AND ADOPTED by the Board of Supervisors of the County of Colusa, State of California, this 25th day of March 2025, by the following vote:

SIGNATURE ON NEXT PAGE

Attachment: 2025 03 25_Janus Solar Franchise Agreement and Ordinance [Revision 2] (10394 : Franchise Agreement with Janus Solar PV, LLC

AYES:

NOES:

ABSENT:

_____
Daurice K. Smith, Chair
Board of Supervisors

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

By:_____
Patricia Rodriguez, Deputy Clerk

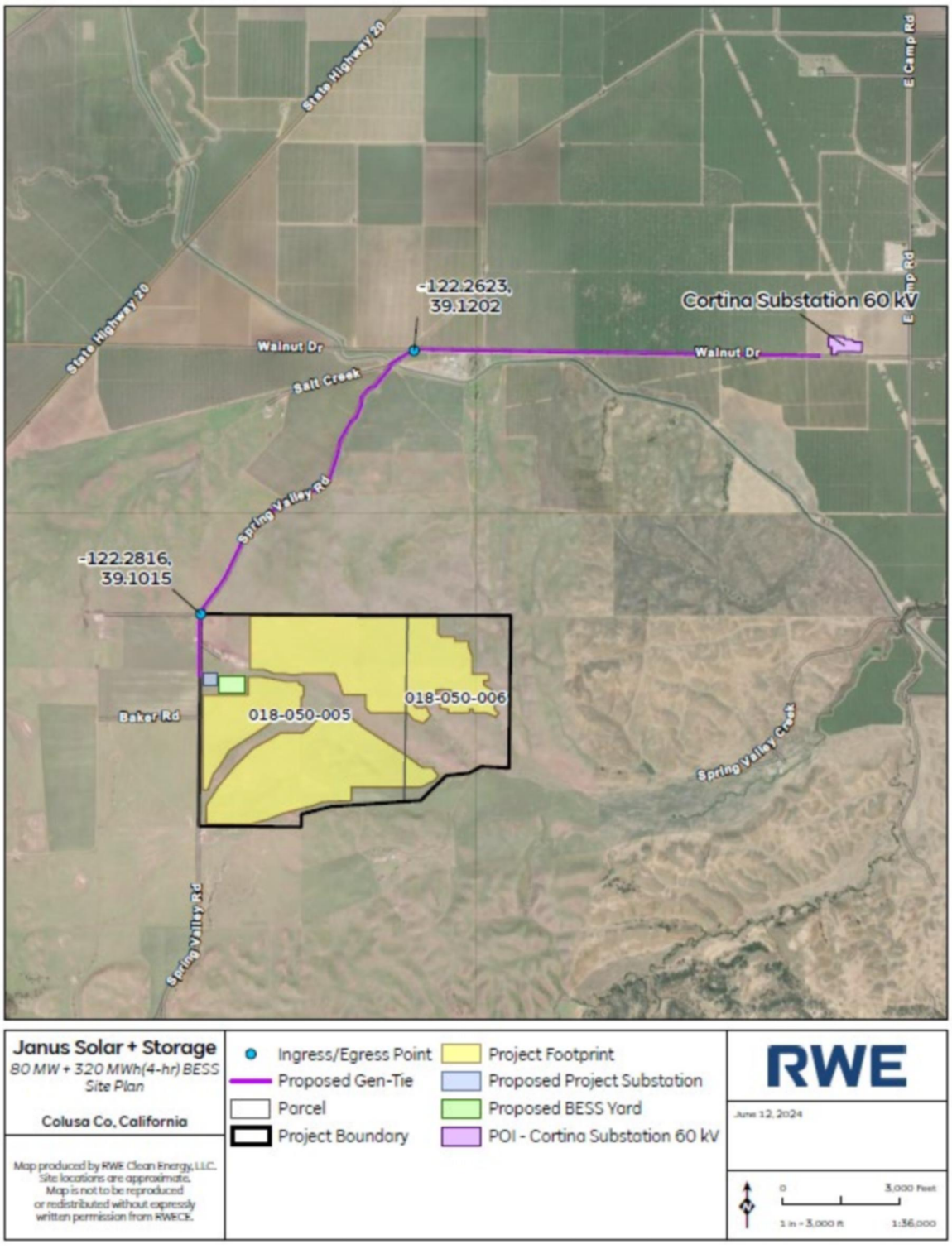
APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: 2025 03 25_Janus Solar Franchise Agreement and Ordinance [Revision 2] (10394 : Franchise Agreement with Janus Solar PV, LLC

Exhibit A

Diagram Depicting Location of Franchise



Attachment: 2025 03 25 Exhibit A_Diagram Depicting Location of Franchise (10394 : Franchise Agreement with Janus Solar PV, LLC Ordinance)

Exhibit "D.1"

RESOLUTION OF INTENTION TO GRANT AN ELECTRICAL LINE FRANCHISE TO JANUS SOLAR PV, LLC

ON MOTION of Supervisor _____, seconded by Supervisor _____, the following Resolution is adopted:

WHEREAS, Janus Solar PV, LLC or its successors in interest (hereinafter referred to as "Grantee") is a limited liability company, established under the laws of the State of Delaware, and duly authorized to transact business in the State of California; and,

WHEREAS, Grantee has requested that the Board of Supervisors grant it a franchise for the purpose specified in the form of the notice set forth below; and,

WHEREAS, the granting of a franchise by the County is authorized by the California Constitution, Article 11, Section 7 and Government Code section 26001; and,

WHEREAS, without in any way limiting the scope of this authority, the County has utilized the procedures specified by the Franchise Act of 1937, Public Utilities Code section 6201 *et seq*. as a means of awarding the franchise; and,

WHEREAS, the Board of Supervisors believes the public good requires that the franchise be granted; now therefore,

BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of Supervisors of the County of Colusa, in regular session assembled on February 25, 2025, that it intends to grant a franchise to Grantee on the terms specified in the form of the notice set forth below and the additional terms specified in proposed ordinance entitled "AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS GRANTING AN ELECTRICAL LINE FRANCHISE TO JANUS SOLAR PV, LLC."

BE IT FURTHER RESOLVED by the Board that objections to the granting of the franchise shall be heard at the time and place specified in the form of the notice set forth below, which the Clerk of the Board is hereby directed to publish in at least one newspaper of general circulation in the County within fifteen (15) days after the adoption of this resolution. Said notice shall be in substantially the same form:

NOTICE OF INTENTION TO GRANT FRANCHISE

NOTICE IS HEREBY GIVEN that Janus Solar PV, LLC, a Delaware limited liability company, has requested that the Board of Supervisors of the County of Colusa grant it a franchise to construct, erect, renew, repair, maintain, operate, and remove or abandon in place (if acceptable to the County) a system of electric transmission lines, cables, conduit, connections, fittings and other related appurtenances and facilities necessary or convenient for the operation of said system of electric lines (hereinafter, the "Transmission Lines") within portions of the public right-of-way along Spring Valley Road and Walnut Drive, as more specifically shown on Exhibit A of the proposed ordinance, in the unincorporated territory in the County of Colusa, State of California.

Attachment: 2025 03 25_Resolution of Intent for Franchise (2nd Board Notice Included) (10394 : Franchise Agreement with Janus Solar PV, LLC

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If granted, the franchise shall be for a period of 35 years. During the term of the franchise, Janus Solar PV, LLC, its lawful successors in interest, in whole or in part (herein referred to as "Grantee"), shall annually pay to the County, in lawful money of the United States, a franchise payment (hereinafter the "Right-of-Way Occupancy Fee") consistent with the payment provisions amounting to two dollars and fifty cents ($2.50) per linear foot of Transmission Lines installed within the public right-of-way, subject to a three percent (3%) annual increase.

Grantee will be responsible for payment of the Right-of-Way Occupancy Fee until such time as the Transmission Lines are removed or abandoned in place with the County's authorization. In the event the payments specified herein are not made in accordance with the terms of the franchise, the franchise shall be forfeited following the applicable cure period.

NOTICE IS HEREBY FURTHER GIVEN that any person objecting to the granting of the franchise may appear before the Board of Supervisors and be heard thereon at the hour of 9:00 a.m. on Tuesday, the 25th day of March, 2025, at the Board of Supervisors Chambers located at 546 Jay Street, Suite 108, Colusa, California.

NOTICE IS HEREBY FURTHER GIVEN that at any time not later than the hour set for the hearing of objections, any person interested may make written protest stating objections against the granting of the franchise, which protest must be signed by the protestant and be delivered to the Clerk of the Board of Supervisors. The Board of Supervisors may adjourn the hearing from time to time.

For further particulars, reference is hereby made to "RESOLUTION OF INTENTION TO GRANT AN ELECTRICAL LINE FRANCHISE TO JANUS SOLAR PV, LLC" adopted by the Board of Supervisors on the 25th day of February, 2025, declaring its intention to grant the franchise and to propose ordinance entitled "AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS GRANTING AN ELECTRICAL LINE FRANCHISE TO JANUS SOLAR PV, LLC.", an ordinance of the County of Colusa granting to Janus Solar PV, LLC, and its lawful successors, in whole or in part, a franchise to construct, erect, renew, repair, maintain, operate, and remove or abandon in place (if acceptable to the County) the Transmission Lines within certain public right-of-way in the unincorporated territory in the County of Colusa, State of California, both of which are on file in the office of the Clerk of the Board.

PASSED AND ADOPTED by the Board of Supervisors of the County of Colusa, State of California, this _____day of _____ 2025, by the following vote:

AYES:

NOES:

ABSENT:

Attachment: 2025 03 25_Resolution of Intent for Franchise (2nd Board Notice Included) (10394 : Franchise Agreement with Janus Solar PV, LLC

Exhibit "D.1"

_____

_____, Chair
Board of Supervisors

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

APPROVED AS TO FORM:

By:_____,
Patricia Rodriguez, Deputy

_____
Richard Stout, County Counsel

Attachment: 2025 03 25_Resolution of Intent for Franchise (2nd Board Notice Included) (10394 : Franchise Agreement with Janus Solar PV, LLC

NOTICE IS HEREBY GIVEN THAT at a regular meeting of the Colusa County Board of Supervisors on March 25, 2025, at 9:00 a.m. in the Board Chambers located at 546 Jay Street, Suite 108, Colusa, CA, the Board will consider a proposed Ordinance as follows:

ORDINANCE SUMMARY

The County of Colusa is proposing to adopt an ordinance to grant an electrical line franchise to Janus Solar PV, LLC. The Franchise Ordinance would grant Janus Solar PV, LLC. the right to place electric transmission lines, cables, conduit, connections, fittings and other related appurtenances and facilities necessary or convenient for the operation of said system of electric lines within the Public Right-of-Way of certain areas of unincorporated Colusa County. The Ordinance would require Janus Solar PV, LLC to pay a "Right-of-Way Occupancy Fee" of Two Dollars and Fifty Cents ($2.50) per linear foot of Transmission Lines installed within the Public Right-of-Way, which amount will be adjusted annually.

All documentation including the complete text of the Ordinance is available for review in the Office of the Clerk of the Board. If you have questions or concerns regarding this matter, or would like to submit comments, you may do so to the following: Clerk to the Board of Supervisors, 547 Market Street, Ste. 102, Colusa, CA (530)458-0508, or by e-mail at boardclerk@countyofcolusaca.gov. All persons are invited to attend and be heard.

Dated: February 26, 2025

__ORIGINAL SIGNED__
Patricia Rodriguez, Deputy

03/07/2025 · CCPR

Attachment: 2025 03 25 PHN Newspaper Publication for Janus Solar NOI_FA (10394 : Franchise