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

County of Colusa
Wendy G. Tyler, CAO/Clerk to the Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
Patricia Rodriguez, Deputy Clerk
Melissa Kitts, Deputy Clerk
(530) 458-0508/0509/0735
FAX (530) 458-0510
colusacountyca.iqm2.com
www.countyofcolusa.org

COLUSA COUNTY
Board of Supervisors

Agenda

March 1, 2022

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.

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

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

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out from February 15, 2022 Closed Session
- Announcement of Closed Session

I. STAFF REPORTS **- Note: 3 minutes allowed per Department for Staff Reports.**
This time is available for any County Staff who may wish to update the Board of Supervisors on projects as they relate to their respective Departments.

CONSENT AGENDA

Approve Consent Agenda Item No.'s 1 through 9.

1. BOARD OF SUPERVISORS
Approve the Minutes from the February 15, 2022 Regular meeting.

2. APPOINTMENT/COLUSA MOSQUITO ABATEMENT DISTRICT
Reappoint William Ash to the Colusa Mosquito Abatement District to serve a 4-year term effective March 19, 2022 through March 18, 2026. **(Application received: Williams Ash)**

3. PUBLIC WORKS/ROAD DEPARTMENT/AIRPORT
Ratify Airport Rescue Grant Agreement 3-06-0048-023-2022 with the **US Department of Transportation - Federal Aviation Administration.**

4. BEHAVIORAL HEALTH
Approve fourth amendment to MOU with **California Health & Wellness Plan** in order to adhere to All Plan Letter 21-013 terms and conditions issued by Department of Health Care Services (DHCS).

5. HEALTH AND HUMAN SERVICES
Approve 1st Amendment to Covid-19 Emergency Response Grant Agreement with the **County Medical Services Program**, and authorize County Administrative Officer to sign.

6. HEALTH AND HUMAN SERVICES
Approve Amendment Number One to the Participation Agreement (20MCIPCOLUSA-06) with the **Department of Health Care Services**, and authorize County Administrative Officer to sign.

7. BOARD OF SUPERVISORS
Approve 1st Modification to agreement with **Caporusso Communications,** for Public Information services, effective February 1, 2022.

8. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Adopt plans, specifications and working details for Request for Bids for the exterior and interior painting of the Behavioral Health Building.

9. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Adopt plans, specifications and working details for Request for Bids for the removal and replacement of flooring at the Behavioral Health Building.

END OF CONSENT AGENDA

III. AUDITOR
1. Approve Special Claims.

IV. COMMUNITY DEVELOPMENT DEPARTMENT
1. Presentation and direction regarding land use regulation amendments allowing for the creation of smaller agriculturally zoned residential lots.

V. COUNTY ADMINISTRATIVE OFFICE
1. Authorize County Administrative Officer to Issue Notice of Termination to Glenn-Colusa Irrigation District for the Shared Maintenance Agreement (C21-046) and Appoint Supervisors Evans and Boes to an Ad Hoc Committee for the purpose of renegotiating the agreement.

VI. BOARD OF SUPERVISORS

1. Presentation regarding fair and equitable distribution of the Bradley-Burns Sales tax and possible direction to staff.

2. Approve letter of Support for AB 1773 - Williamson Act Subvention Payments.

VII. MID-YEAR BUDGET REVIEW/COUNTY ADMINISTRATIVE OFFICE

1. Review FY 2021-22 County Budget at Midyear.

2. Approve Corrected FY 21/22 Revenue and Appropriations Intra-Budget Contingency Request Adjustment No. B-22058.

3. Approve FY 21/22 Revenue and Appropriations Intra-Budget Contingency Request Adjustment No. B-22099.

4. Approve FY 21/22 Revenue and Appropriations Inter-Budget Adjustment No.'s 017-020. **(4/5 vote required)**

VIII. SUPERVISORS' REPORTS OR COMMENTS

IX. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

X. CLOSED SESSION/COUNTY COUNSEL

1. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, (d)(1) concerning litigation that has been formally initiated. County of Colusa v. City of Colusa, et. al. Colusa County Superior Court Case Number CV24579.

ADJOURN

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

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

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

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

COUNTY OF COLUSA, CA

2.1

Request For County Board of Supervisors Action

MEETING DATE: March 1, 2022

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Approval of the February 15, 2022 Board of Supervisors meeting Minutes.

Approve the Minutes from the February 15, 2022 Regular meeting.

Detailed Description/Background of request

The Board of Supervisors held a duly noticed meeting on February 15, 2022 and the Clerk is now requesting approval of those minutes.

Prior Board Action

None.

Fiscal Impact/Funding Source

None

Action for the Clerk

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

ATTACHMENTS:

- Minutes 02-15-22 (PDF)

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

Minutes

February 15, 2022

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 15th day of February 2022 at the hour of 9:00 a.m. Present: Supervisors Daurice K. Smith, Kent S. Boes, Denise J. Carter, Gary J. Evans and J. Merced Corona.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT
None.

REPORT OUT OF FEBRUARY 1, 2022 CLOSED SESSION

1. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. County of Colusa v. City of Colusa, et.al. Colusa County Superior Court Case Number CV24579. Counsel states there was no reportable action.

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

1. Conference with labor negotiators pursuant to Government Code Section 54957.6. Agency designated representative: Dr. Jolene Church Employee organization: All Colusa County Employee Organizations and Unrepresented Employees.

2. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. County of Colusa v. City of Colusa, et.al. Colusa County Superior Court Case Number CV24579.

I. STAFF REPORTS

Ms. Church announces the following individuals received Kudo cards for the months of October through January:

Attachment: Minutes 02-15-22 (8206 : Approval of the February 15, 2022 Regular Meeting Minutes)

October Kudos

Employee	Department
Lynn Hernandez	Sheriff
Kayla McHone	Sheriff
Humberto Guzman	Probation
Jazmin Gutierrez Cano	Treasurer
Gabi Ortiz	Probation
Ricardo Carmona	DHHS

November Kudos

Employee	Department
Jenifer Jacobsen	HR
Danielle Bardford	HR
Hannes Mace	Assessor
Paul Spencer	Probation
Erika Ramirez	DHHS
Larissa Ramirez	DHHS

December Kudos

Employee	Department
Lynn Whiting	BHS
Rocio Rubio	BHS
Tammi Clark	BHS
Veronica Vazquez	BHS
Tomika Arce	BHS
Jayro Pina	BHS
Veronica Lara	BHS
Eb Mendenhall	DHHS
Yareli Mora X2	HR
Krystal Cardona	HR

January Kudos

Employee	Department
Cameron Kelso	Sheriff
Pauline Francis	Sheriff
Gerardo Aceves	Sheriff
David Breton	Sheriff
David Alvarado	Sheriff
Leanne Knutson	Sheriff
Robert Ladd	Sheriff
Lynn whiting	BHS
Keri King	Sheriff
Andrea Wiyrick	Sheriff
Irma Cull	Sheriff
Lizeth Solorio	Sheriff
Naborina Medina	Sheriff
Citlali Padilla	Sheriff
Lucely Ocampo	Sheriff
Evan Contreras	Sheriff
Britney Cunningham	Sheriff

The cards selected for a $25.00 gift certificate to a Colusa County vendor for October through January consecutively were Gabby Ortiz, Paul Spencer, Veronica Lara, and Pauline Francis.

Ms. Kelly updates the Board on COVID-19 and states there will be weekly two-hour vaccination clinics offered at Health and Human Services starting at the end of the February. She further states dates and times will be posted on the County website.

Mr. O'Neill advises the Board that on February 2, 2022 he was notified that Colusa County is to be awarded a $2.5 million grant over a four-year time period to place a Clinician at each of the four school districts in the County, and one at the Office of Education. He states he will bring a contract before the Board in March to implement the funding.

Mr. Plucker provides an update on the California Renewable Carbon project in Williams and states work should begin this summer with project completion in 2023.

Mr. Azevedo updates the Board on the restocking of fish at East Park Reservoir and thanks Supervisor Smith for her assistance.

Attachment: Minutes 02-15-22 (8206 : Approval of the February 15, 2022 Regular Meeting Minutes)

CONSENT AGENDA

Chair Corona makes time for the approval of Consent Agenda Item No.'s 1 through 8.

Ms. Tyler requests to pull Consent Item No. 2, and Supervisor Carter requests to pull Item No. 1, to be considered separately.

Chair Corona so directs.

Approve Consent Agenda Item No.'s 3 through 8.

3. BEHAVIORAL HEALTH

Approve Contract No. **C22-030** participation agreement with **California Mental Health Services Authority (No. 101-WET-2021-NC),** to participate in the CalMHSA WET Grant program and authorize the County Administrative Officer (CAO) to sign.

4. SHERIFF

Approve Contract No. **C22-031** cooperation letter of Agreement (Number 2022-10) with the **United States Drug Enforcement Administration**, for the investigation and eradication of illicit cannabis plants, effective October 1, 2021, and authorize the Sheriff to sign the agreement and related supporting documents.

5. HEALTH AND HUMAN SERVICES

Approve the 2021-22 annual update of the Children's Medical Services (CMS) Plan, and authorize the Deputy Public Health Director and appropriate Health & Human Services Fiscal staff to sign the Budget Plan pages.

6. PROCLAMATION/CASA DE ESPERANZA

Adopt a Proclamation declaring February 2022 as Teen Dating Violence Awareness and Prevention Month.

7. APPOINTMENT/PRINCETON CEMETERY DISTRICT

Reappoint Marie Johnson to the Princeton Cemetery District effective February 27, 2022 through February 26, 2026. **(Application received: Marie Johnson)**

8. PURCHASING AND PROCUREMENT/AIRPORT

Adopt plans, specifications and working details for Colusa County Airport runway Request for Bids (RFB) to upgrade lighting and signage and publish Notice to Bidders.

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

Chair Corona makes time for Consent Item No. 1.

BOARD OF SUPERVISORS

1. Approve the Minutes from the February 1, 2022 Regular meeting.

Attachment: Minutes 02-15-22 (8206 : Approval of the February 15, 2022 Regular Meeting Minutes)

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

Chair Corona makes time for Consent Item No. 2.

TREASURER

2. Accept January 2022 Treasury Monthly Investment Report as presented at the meeting.

Comments received by Ms. Dillard.

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

III. AUDITOR

1. Approve Special Claims as follows:

Invoice #	Fund/Department	Vendor	Amount
V0372194	CLERK-RECORDER	VITAL RECORDS CONTROL	$180.00

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

IV. COMMUNITY DEVELOPMENT DEPARTMENT/ENVIRONMENTAL HEALTH

1. Adopt **Resolution No. 22-006** Repealing The Solid Waste Independent Hearing Panel, Approving Qualifications For The Appointment Of A Hearing Officer For Local Enforcement Agency Hearing On Petitions, Approving Procedures For Conduct Of Hearings, And Appoint Luke Steidlmayer as the Hearing Officer.

Comments received by Mr. Plucker.

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

V. PUBLIC WORKS DEPARTMENT/ROAD DEPARTMENT

1. Waive second reading and adopt **Ordinance No. 822** Repealing and Replacing County Code, Chapter 33 regarding Flood Damage Prevention.

Comments received by Mr. Azevedo.

Attachment: Minutes 02-15-22 (8206 : Approval of the February 15, 2022 Regular Meeting Minutes)

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

VI. PURCHASING AND PROCUREMENT/SHERIFF

1. Approve purchase of four budgeted Motorola Radios from Sutter Buttes Communications, Inc. (SBC) utilizing contract 17724-HGAC (TX). **Further**, make a finding that it is not in the best interest of the County to solicit bids for the equipment purchase and installation (light bars, sirens, antennas, scanners and misc. equipment) on four 2022 Ford Interceptor vehicles due to location accessibility, response time of repairs and SBC honoring all manufacturer warranties and approve purchase and install by SBC, Inc., and authorize the Purchasing agent to sign Purchase Orders.

Comments received by Ms. Tyler and Mr. Bradwell.

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

9:32 a.m. Supervisor Boes recuses due to his participation on Karen's House Board of Directors and leaves the room.

9:32 a.m. (9:30 a.m. Item on Agenda)

PUBLIC HEARING

Chair Corona makes time for a Public Hearing and adoption of a proposed Resolution to approve the submittal of a revised Program Income Only Community Development Block Grant (CDBG) application for the acquisition of property to establish a temporary shelter for victims of domestic violence.

Director Plucker introduces and summarizes the agenda item.

9:36 a.m. Chair Corona opens the Public Hearing and calls for public comment. Hearing no comments, Chair Corona closes the Public Hearing.

Comments received by Ms. Tyler and Mr. Plucker.

COMMUNITY DEVELOPMENT DEPARTMENT/PLANNING & BUILDING

1. Adopt **Resolution No. 22-007** to approve the submittal of a revised Program Income Only Community Development Block Grant (CDBG) application for the acquisition of property to establish a temporary shelter for victims of domestic violence.

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

Attachment: Minutes 02-15-22 (8206 : Approval of the February 15, 2022 Regular Meeting Minutes)

9:42 a.m. Supervisor Boes rejoins the session and is now seated.

VII. COUNTY ADMINISTRATIVE OFFICER

1. Approve FY 21/22 Revenue and Appropriations Inter-Budget Adjustment No.'s 016. **(4/5 vote required)**

Comments received by Ms. Moore.

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

VIII. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Boes

Meetings/functions attended:

- Regional Housing Authority meeting
- Farm Bureau Meeting
- Farm Show
- Glenn-Colusa Cattlewomen's Fundraiser
- Bagna Cauda
- Karen's House meeting

Supervisor Smith

Meetings/functions attended:

- Ambulance Ad-Hoc meeting
- Glenn-Colusa Cattlewoman's Fundraiser
- Bagna Cauda
- East Park Reservoir Fish Restock
- Farm Show
- Constituent calls

Supervisor Evans

Meetings/functions attended:

- Bagna Cauda
- Sites meetings

Supervisor Carter

Meetings /functions attended:

- Sac Valley Basinwide Air Pollution Control Council
- Colusa Groundwater Authority meeting
- NCWA Board Meeting
- Floodplains Reimagined Steering and Advisory meetings
- North Valley IRWM meeting
- Butte Subbasin Advisory Board meeting
- Courthouse Garden Cleanup
- RCRC & GSFA Executive Committee meeting
- LAFCo meeting
- Bagna Cauda

Attachment: Minutes 02-15-22 (8206 : Approval of the February 15, 2022 Regular Meeting Minutes)

Supervisor Corona
Meetings/functions attended:
LAFCo meeting
Agenda Review
Ambulance Ad-Hoc meeting
Constituent calls

X. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Supervisor Carter requests a letter in support of AB-1773 (Patterson) regarding the Williamson Act subvention payment appropriation be Agendized for the March 1, 2022 meeting. Supervisor Boes states he spoke to Supervisor Evans and they will be keeping track of AB-1993 (Aguiar-Curry) regarding: COVID-19 vaccination requirements.

Chair Corona declares a recess at 9:57 a.m. to convene in Closed Session.

XI. CLOSED SESSION/HUMAN RESOURCES

1. Conference with labor negotiators pursuant to Government Code Section 54957.6. Agency designated representative: Dr. Jolene Church Employee organization: All Colusa County Employee Organizations and Unrepresented Employees.

COUNTY COUNSEL

2. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. County of Colusa v. City of Colusa, et.al. Colusa County Superior Court Case Number CV24579.

Chair Corona adjourned the meeting at 10:51 a.m. to reconvene in Regular Session on March 1, 2022 at the hour of 9:00 a.m.

_____
J. Merced Corona, Chair

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

BY_____
Patricia Rodriguez, Deputy Clerk

Attachment: Minutes 02-15-22 (8206 : Approval of the February 15, 2022 Regular Meeting Minutes)

COUNTY OF COLUSA, CA

2.2

Request For County Board of Supervisors Action

MEETING DATE: March 1, 2022

DEPARTMENT: Board of Supervisors

FROM: Melissa Kitts

SUBJECT: Appointment to the Colusa Mosquito Abatement District

Reappoint William Ash to the Colusa Mosquito Abatement District to serve a 4-year term effective March 19, 2022 through March 18, 2026. **(Application received: Williams Ash)**

Detailed Description/Background of request

William Ash has submitted an application for reappointment to the Colusa Mosquito Abatement District to serve a 4-year term effective March 19, 2022 through March 18, 2026. There is one position and one applicant. The Mosquito Abatement District has included a letter of recommendation for the Board's consideration.

Mr. Ash meets the qualification of being a voter within the district. Additionally, this vacancy was advertised in the newspaper of local circulation per California Government Code section 54973 (Maddy Act) on December 30, 2021.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

If appointed, send certification of appointment and oath to William Ash, 3340 Grover Avenue, Colusa, CA 95932 and a copy to the Colusa Mosquito Abatement District, PO Box 208, Colusa, CA 95932. Update Access database and Committee book. Scan into Laserfiche.

ATTACHMENTS:

- 01-31-22 Application for Appointment - Ash (PDF)
- 01-31-22 Letter of Recommendation (PDF)

COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY

UPON COMPLETION RETURN TO:
Clerk to the Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932
(530) 458-0508
boardclerk@countyofcolusa.org

Office Use Only
Date Stamp

RECEIVED
JAN 31 2022
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:
Colusa Mosquito Abatement District Board of Trustees

NAME OF APPLICANT:	LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:
William B. Ash	3340 Grover Avenue

CITY:	PHONE:	E-MAIL:
Colusa	(530) 682-6675	wmbash56@gmail.com

SUPERVISORIAL DISTRICT: (Circle One. If you do not know your Supervisorial District please note, or list your County Supervisor's name.)

1 ☐ **2** ☐ **3** ☐ **4** ☐ **5** ■ **Notes:** District 5

LIST ANY QUALIFICATIONS AND/OR REASONS YOU WISH TO SERVE ON THIS COMMITTEE:

I am requesting reappointment to the Colusa Mosquito Abatement District Board of Trustees.
I have served on this Board for twenty six years and feel I have much to contribute towards the continued success of the Colusa Mosquito Abatement District.

Office Use Only:
APPOINTED ☐ TERM DATE: _____
☐ FILLING UNEXPECTED VACANCY
NOT APPOINTED ☐ NOTES: _____

DATE LETTER SENT WITH CERTIFICATE OF APPOINTMENT AND OATH OF OFFICE: _____
DATE ENTERED INTO ACCESS: _____
SCANNED INTO LASERFICHE _____

Attachment: 01-31-22 Application for Appointment - Ash (8196 : Appointment to the Colusa Mosquito Abatement District)

COLUSA MOSQUITO ABATEMENT DISTRICT

713 D. STREET / EAST WEBSTER
P.O. BOX 208
COLUSA, CALIFORNIA. 95932

BOARD OF TRUSTEES
WILLIAM ASH, PRESIDENT
JANICE BELL
MIKE GRIFFITH
DON TRAYNHAM
DARYL BROWN

MANAGER
DANIEL J. KIELY
PHONE: (530) 458-4966
FAX: (530) 458-0818
EMAIL: colusamadman@outlook.com
WEB: colusamosquitoabatementdistrict.com

January 31, 2022

To: Colusa County Board of Supervisors

From: Colusa Mosquito Abatement District

Subject: Recommendation to reappoint William Ash to Colusa Mosquito Abatement Board

The Colusa Mosquito Abatement District Board has directed the District Manager to write this letter of request to the Colusa County Board of Supervisors.
The Colusa Mosquito Abatement District requests the Colusa County Board of Supervisors to reappoint Trustee William Ash to the Colusa Mosquito Abatement District Board.
William has served on the District Board for many years and knows the policies set forth by the district and brings a tremendous amount of experience and knowledge to the District Board.
This appointment would be for a four-year term.
The Colusa Mosquito Abatement District Board would like to thank you for your time with this matter.

Sincerely,

Daniel J. Kiely, Manager
Colusa Mosquito Abatement District

Cc: William B. Ash, Board President
Colusa Mosquito Abatement District

Attachment: 01-31-22 Letter of Recommendation (8196 : Appointment to the Colusa Mosquito Abatement District)

COUNTY OF COLUSA, CA

2.3

Request For County Board of Supervisors Action

MEETING DATE: **March 1, 2022**

DEPARTMENT: **Public Works/Road Department**

FROM: **Michael Azevedo**

SUBJECT: **Ratify FAA Airport Rescue Grant 3-06-0048-023-2022**

Ratify Airport Rescue Grant Agreement 3-06-0048-023-2022 with the **US Department of Transportation - Federal Aviation Administration.**

Detailed Description/Background of request

On December 20, 2021, staff from the Federal Aviation Administration provided notice of Airport Rescue Grant funds being available in the amount of $32,000. Additionally, in order to secure these funds, the grant would need to be executed no later than December 31, 2021.

Staff request ratification of execution of Airport Rescue Grant 3-06-0048-023-2022

Prior Board Action

none

Fiscal Impact/Funding Source

$ 32,000 available the Airport Enterprise Fund

Action for the Clerk

ATTACHMENTS:

- ARPA Grant Agreement - O08 (MSG)
- URGENT - ARPA Grant Agreement - O08 EXPIRES 12-31-2021 - O08-WPG-3-06-0048-023-2022-Grant Agreement (MSG)
- O08-WPG-3-06-0048-023-2022-Grant Agreement (005) mja (PDF)

Ann Nordyke

From: Mandap, Pet (FAA) <Pet.Mandap@faa.gov>
Sent: Monday, December 20, 2021 7:48 AM
To: Michael Azevedo
Cc: Richards, Thomas E (FAA); Zimmerer, Robert L (FAA); Garibaldi, Camille (FAA); Figueroa, Stephanie (FAA); Choi, Amy L (FAA); Suttmeier, Laurie (FAA)
Subject: ARPA Grant Agreement - O08

REMINDER: This email originated from outside of the organization, only you can prevent ransomware attacks. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, contact the Helpdesk at helpdesk@countyofcolusa.com.

Good morning Mr. Azevedo,

Please know O08 ARPA Grant Agreement is now in process for eSign – you should receive it w/in 1-2 days.

Please know the expiration date for execution is before or on December 31, 2021.

Thank you kindly so very much - remain safe and well and have a nice day.

Happy Holidays!

Perpetua JT Mandap
Airports Programming Specialist, SFO-628
FAA, San Francisco Airports District Office
1000 Marina Blvd., Suite 115
Brisbane, CA 94005-1835

Attachment: ARPA Grant Agreement - O08 (8170 : Ratify FAA Airport Rescue Grant 3-06-0048-023-2022)

Ann Nordyke

From: Mandap, Pet (FAA) <Pet.Mandap@faa.gov>
Sent: Tuesday, December 21, 2021 2:31 PM
To: Michael Azevedo
Cc: Richards, Thomas E (FAA); Zimmerer, Robert L (FAA); Garibaldi, Camille (FAA); Figueroa, Stephanie (FAA); Choi, Amy L (FAA); Suttmeier, Laurie (FAA)
Subject: URGENT - ARPA Grant Agreement - O08 EXPIRES 12-31-2021 - O08-WPG-3-06-0048-023-2022-Grant Agreement
Attachments: O08-WPG-3-06-0048-023-2022-Grant Agreement.pdf

Importance: High

REMINDER: This email originated from outside of the organization, only you can prevent ransomware attacks. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, contact the Helpdesk at helpdesk@countyofcolusa.com.

Hello Mr. Azevedo,

Attached is the O08 ARPA Grant Agreement for Sponsor execution.

The grant agreement must be executed before or on December 31, 2021.

Please be certain Sponsor Attorney signature date is same as or after Sponsor signature date.

Please forward me the pdf of the grant agreement as soon as possible upon successful and complete execution.

Thank you kindly so very much for all your assistance – remain safe and well and have a nice day.

Happy Holidays!

Perpetua JT Mandap
Airports Programming Specialist, SFO-628
FAA, San Francisco Airports District Office
1000 Marina Blvd., Suite 115
Brisbane, CA 94005-1835

From: Mandap, Pet (FAA)
Sent: Monday, December 20, 2021 7:48 AM
To: Michael Azevedo <mjazevedo@countyofcolusa.com>
Cc: Richards, Thomas E (FAA) <Thomas.E.Richards@faa.gov>; Zimmerer, Robert L (FAA) <Robert.L.Zimmerer@faa.gov>;

Attachment: URGENT - ARPA Grant Agreement - O08 EXPIRES 12-31-2021 - O08-WPG-3-06-0048-023-2022-Grant Agreement (8170 : Ratify FAA

Garibaldi, Camille (FAA) <Camille.Garibaldi@faa.gov>; Figueroa, Stephanie (FAA) <Stephanie.Figueroa@faa.gov>; Choi, Amy L (FAA) <Amy.L.Choi@faa.gov>; Suttmeier, Laurie (FAA) <laurie.suttmeier@faa.gov>
Subject: ARPA Grant Agreement - O08

Good morning Mr. Azevedo,

Please know O08 ARPA Grant Agreement is now in process for eSign – you should receive it w/in 1-2 days.

Please know the expiration date for execution is before or on December 31, 2021.

Thank you kindly so very much - remain safe and well and have a nice day.

Happy Holidays!

Perpetua JT Mandap
Airports Programming Specialist, SFO-628
FAA, San Francisco Airports District Office
1000 Marina Blvd., Suite 115
Brisbane, CA 94005-1835

Attachment: URGENT - ARPA Grant Agreement - O08 EXPIRES 12-31-2021 - O08-WPG-3-06-0048-023-2022-Grant Agreement (8170 : Ratify FAA

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific Region
California

FAA SFO ADO
1000 Marina Boulevard
Suite 115
Brisbane, CA 94005

Airport Rescue Grant Transmittal Letter

December 20, 2021

Mr. Michael Azevedo
Director of Airport Operations
County of Colusa
100 Sunrise Boulevard
Colusa, CA 95932

Dear Mr. Azevedo:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-06-0048-023-2022 for Colusa County Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **December 31, 2021** in order for the grant to be valid.

c. You may not make any modification to the text, terms or conditions of the grant offer.

d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the Airport Rescue Grants Frequently Asked Questions for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available here).

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Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

AMY LEANDRA CHOI

Digitally signed by AMY LEANDRA CHOI
Date: 2021.12.21 13:43:29 -08'00'

For

Laurie J. Suttmeier
Manager

Attachment: O08-WPG-3-06-0048-023-2022-Grant Agreement (005) mja (8170 : Ratify FAA Airport Rescue Grant 3-06-0048-023-2022)

U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date: December 20,2021

Airport/Planning Area: Colusa County Airport

Airport Rescue Grant No.: 3-06-0048-023-2022

Unique Entity Identifier: 076108620

TO: County of Colusa
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated July 21, 2021, for a grant of Federal funds at or associated with the Colusa County Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Colusa County Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

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Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Colusa County incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $32,000, allocated as follows:

   $32,000 ARPA KW2021
   -$32,000 ARPA KW2021
   $32,000 ARPA KW2022

2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:

   a. The Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)

   b. The Budget Period:

      1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.

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2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.

5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.

6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before December 31, 2021, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of

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the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

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1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.

b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or

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2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –

   A. Associated with performance under this Airport Rescue Grant; or

   B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.

d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:

   1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

   2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

   1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:

      a. Gross mismanagement of a Federal grant;
      b. Gross waste of Federal funds;
      c. An abuse of authority relating to implementation or use of Federal funds;
      d. A substantial and specific danger to public health or safety; or
      e. A violation of law, rule, or regulation related to a Federal grant.

   2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

      a. A member of Congress or a representative of a committee of Congress;
      b. An Inspector General;
      c. The Government Accountability Office;
      d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
      e. A court or grand jury;
      f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
      g. An authorized official of the Department of Justice or other law enforcement agency.

   3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a

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complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
   a. Will be maintained and used at the airport for which they were purchased; and
   b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

   The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.

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5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

   a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

   b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

   c. The utilities must serve a purpose directly related to the Airport.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated_____

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

AMY LEANDRA CHOI

Digitally signed by AMY LEANDRA CHOI
Date: 2021.12.21 13:47:58 -08'00'

(Signature)

For

Laurie J. Suttmeier

(Typed Name)

Manager

(Title of FAA Official)

Attachment: O08-WPG-3-06-0048-023-2022-Grant Agreement (005) mja (8170 : Ratify FAA Airport Rescue Grant 3-06-0048-023-2022)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. [1]

Dated December 22, 2021

County of Colusa

(Name of Sponsor)

Mike Azevedo Digitally signed by Mike Azevedo Date: 2021.12.22 09:46:34 -08'00'

(Signature of Sponsor's Designative Official/Representative)

By: Michael J Azevedo

(Type Name of Sponsor's Designative Official/Representative)

Title: Director, Public Works

(Title of Sponsor's Designative Official/Representative)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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CERTIFICATE OF SPONSOR'S ATTORNEY

I, Richard Stout, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at December 22, 2021

By: Richard Stout Digitally signed by Richard Stout Date: 2021.12.22 09:20:21 -08'00'

(Signature of Sponsor's Attorney)

Attachment: O08-WPG-3-06-0048-023-2022-Grant Agreement (005) mja (8170 : Ratify FAA Airport Rescue Grant 3-06-0048-023-2022)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. Chapter 471, as applicable
b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
d. Hatch Act — 5 U.S.C. 1501, et. seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

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q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.

s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.

u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.

v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.[2]

y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 – Environmental Justice

g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[3, 4]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.

e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

f. 29 CFR Part 1 – Procedures for predetermination of wage rates.[1]

g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

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h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).[1]

j. 49 CFR Part 20 – New restrictions on lobbying.

k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.

n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[4] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

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and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

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8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

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operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

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related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

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as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

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It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **County of Colusa**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and

   B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

   C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

   D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

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22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of July 21, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than $5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed $10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the $250,000 threshold for simplified acquisitions.

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Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

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COUNTY OF COLUSA, CA

2.4

Request For County Board of Supervisors Action

MEETING DATE: March 1, 2022

DEPARTMENT: Behavioral Health

FROM: Jayro Pina

SUBJECT: Approve Fourth Amendment to MOU with CA Health & Wellness Plan

Approve fourth amendment to MOU with **California Health & Wellness Plan** in order to adhere to All Plan Letter 21-013 terms and conditions issued by Department of Health Care Services (DHCS).

Detailed Description/Background of request

On January 26, 2016, the County entered into Memorandum of Understanding (MOU) C16-006 with California Health and Wellness Plan, a health maintenance organization. The parties entered into the MOU to facilitate certain provisions of Title 9 of the California Code of Regulations. It is required by the State Department of Health Care Services (DHCS) to enter into an MOU with any Medi-Cal managed care plan providing health care services to MHP Medi-Cal beneficiaries.

A first amendment (C19-006) was executed on December 31, 2018 extending the termination through December 31, 2020.

A second amendment (C19-097) was executed on June 11, 2019 adding an Attachment “B” to the MOU, “Oversight Responsibilities of the California Health and Wellness Plan and County”.

A third amendment (C20-221) was executed on December 15, 2020 to extend the termination date from December 31, 2020 to December 31, 2022 and add an Attachment “C” - “Autism Spectrum Disorder Services”.

A fourth amendment is being requested as the Department of Health Care Services (DHCS) issued All Plan Letter 21-013 dated October 4, 2021, setting out specific guidance on a dispute resolution process to be followed between mental health plans and Medi-Cal managed care plans.

If the language provided conflicts with the specific terms and conditions contained in APL 21-013, the APL21-013 terms and conditions shall control.

Prior Board Action

C16-006, C19-006, C19-097 and C20-221.

Fiscal Impact/Funding Source

None.

Action for the Clerk
Please obtain signatures and forward to:

California Health & Wellness Plan
1740 Creekside Oaks Drive, #200
Sacramento, CA 95833

ATTACHMENTS:

- Updated Colusa County BH MOU Addendum One - 4th Mod 2.22.22 (DOCX)
- CA_MediCal_DHCS_APL21-013_Dispute Resolution CMH (PDF)
- C16-006 Original CA Health & Wellness (PDF)
- C19-006 1st Modification CA Health & Wellness (PDF)
- C19-097 2nd Modification CA Health & Wellness (PDF)
- C20-221 3rd Modification CA Health Wellness Plan (PDF)

FOURTH MODIFICATION COLUSA COUNTY CONTRACT NO.

ADDENDUM TO ATTACHMENT A OF MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF COLUSA AND CALIFORNIA HEALTH AND WELLNESS

This Addendum is made and entered into as of this ____ day of _____ 2021, by and between the MHP of Colusa County (hereinafter, referred to as "MHP"), a political subdivision of the State of California, Division of Behavioral Health Services, and California Health and Wellness (hereinafter, referred to as "CHWP").

WHEREAS, CHWP and County of Colusa are parties to a Memorandum of Understating (the "***MOU***") dated January 1, 2016**.**

WHEREAS, the Department of Health Care Services ("DHCS") issued All Plan Letter 21-013 dated October 4, 2021, as such APL may be further amended or superseded ("APL 21-013"), setting out specific guidance on a dispute resolution process to be followed between mental health plans and Medi-Cal managed care plans.

NOW, THEREFORE in consideration of foregoing, the Attachment A of the MOU shall be amended as follows:

1. That Section eight (8.) DISPUTE RESOLUTION PROCESS through Section thirteen (13) CONSULTATION shall be renumbered to read as Sections eight (8) through fifteen (15)

2. That Section eight (8) DISPUTE RESOLUTION PROCESS shall be updated with the following language, which language is intended to be consistent with the requirements of APL 21-013. To the extent the language provided in Section (8), conflicts with the specific terms and conditions contained in APL 21-013, APL21-013 terms and conditions shall control.

3. That new Section Nine (9.) EXPEDITED DISPUTE RESOLUTION PROCESS, and new Section Ten (10.) FINANCIAL LIABILITY shall be added to the agreement as follows. To the extent the language provided in Sections (9.) and/or (10.), conflicts with the specific terms and conditions contained in APL 21-013, APL21-013 terms and conditions shall control:

CATEGORY	MHP	CHWP
8. Routine Dispute Resolution Process	1. MHP Liaison will participate in an annual review, update and/or renegotiations with CHWP on this agreement as is mutually agreed. 2. When the MHP has a dispute with CHWP that	1. CHWP liaison will conduct an annual review, update and/or renegotiations of this agreement with the MHP, as is mutually agreed. 2. When CHWP has a dispute with the MHP that cannot

Attachment: Updated Colusa County BH MOU Addendum One - 4th Mod 2.22.22 [Revision 1] (8181 : Approve Fourth Amendment to CA Health

	cannot be resolved to the satisfaction of the MHP concerning the obligations of the MHP or CHWP under their respective contracts with the DHCS, State Medi-Cal laws and regulations, or with this MOU as described in Section 1810.370*, the MHP may submit a request for resolution to the Department. 3. Regardless of MOU status, CHWPs and MHP must complete the plan level dispute resolution process within 15 business days of identifying the dispute. Within three business days after a failure to resolve the dispute during that timeframe, either the MHP or CHWP must submit a written "Request for Resolution" to DHCS. If CHWP submits the Request for Resolution it must be signed by CHWP's Chief Executive Officer (CEO) or the CEO's designee. The Request for Resolution must include: a. A summary of the disputed issue(s) and a statement of the desired remedies, including any disputed services that have been or are expected to be delivered to the member by either the CHWP or CHWP and the expected rate of payment for	be resolved to the satisfaction of CHWP concerning the obligations of the MHP or CHWP under their respective contracts with the DHCS, State Medi-Cal laws and regulations, or with this MOU as described in Section 1810.370*, CHWP may submit a request for resolution to the Department. 3. Regardless of MOU status, CHWPs and MHP must complete the plan level dispute resolution process within 15 business days of identifying the dispute. Within three business days after a failure to resolve the dispute during that timeframe, either the MHP or CHWP must submit a written "Request for Resolution" to DHCS. If CHWP submits the Request for Resolution it must be signed by CHWP's Chief Executive Officer (CEO) or the CEO's designee. The Request for Resolution must include: a. A summary of the disputed issue(s) and a statement of the desired remedies, including any disputed services that have been or are expected to be delivered to the member by either the CHWP or CHWP and the expected rate of payment for each

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	each type of service; b. A history of the attempts to resolve the issue(s) with the MHP; c. Justification for the CHWP's desired remedy; and d. Any additional documentation that CHWP deems relevant to resolve the disputed issue(s), if applicable. 4. The Request for Resolution must be submitted via secure email to: MCQMD@dhcs.ca.gov. 5. Within three business days of receipt of a Request for Resolution from a CHWP, DHCS will forward a copy of the Request for Resolution to the Director of the affiliated MHP via secure email ("Notification"). The MHP will have three business days from the receipt of Notification to submit a response to CHWP's Request for Resolution and to provide any relevant documents to support the MHP's position. If the MHP fails to respond, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by CHWP. Conversely, if the MHP submits a Request for Resolution to DHCS, DHCS	type of service; b. A history of the attempts to resolve the issue(s) with the MHP; c. Justification for the CHWP's desired remedy; and d. Any additional documentation that CHWP deems relevant to resolve the disputed issue(s), if applicable. 4. The Request for Resolution must be submitted via secure email to: MCQMD@dhcs.ca.gov. 5. Within three business days of receipt of a Request for Resolution from a CHWP, DHCS will forward a copy of the Request for Resolution to the Director of the affiliated MHP via secure email ("Notification"). The MHP will have three business days from the receipt of Notification to submit a response to CHWP's Request for Resolution and to provide any relevant documents to support the MHP's position. If the MHP fails to respond, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by CHWP. Conversely, if the MHP submits a Request for Resolution to DHCS, DHCS will forward a copy of the

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	will forward a copy of the Request for Resolution to the affiliated CHWP, within three business days of receipt. CHWP will have three business days to respond and provide relevant documents. 6. If a MHP requests a rate of payment in its Request for Resolution, and the MHP prevails, the requested rate shall be deemed correct, unless CHWP disputes the rate of payment in its response. If CHWP fails to respond, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by the MHP. Conversely, if CHWP requests a rate of payment in its Request for Resolution, and CHWP prevails, the requested rate shall be deemed correct, unless the MHP disputes the rate of payment in its response. If the MHP fails to respond, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by CHWP. 7. At its discretion, DHCS may allow representatives of CHWP and MHP the opportunity to present oral arguments. 8. The Managed Care Quality and Monitoring Division and the Medi-Cal Behavioral Health Division will make a joint	Request for Resolution to the affiliated CHWP, within three business days of receipt. CHWP will have three business days to respond and provide relevant documents. 6. If a MHP requests a rate of payment in its Request for Resolution, and the MHP prevails, the requested rate shall be deemed correct, unless CHWP disputes the rate of payment in its response. If CHWP fails to respond, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by the MHP. Conversely, if CHWP requests a rate of payment in its Request for Resolution, and CHWP prevails, the requested rate shall be deemed correct, unless the MHP disputes the rate of payment in its response. If the MHP fails to respond, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by CHWP. 7. At its discretion, DHCS may allow representatives of CHWP and MHP the opportunity to present oral arguments. 8. The Managed Care Quality and Monitoring Division and the Medi-Cal Behavioral Health Division will make a joint recommendation to DHCS'

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	recommendation to DHCS' Director, or the Director's designee, based on their review of the submitted documentation; the applicable statutory, regulatory, and contractual obligations of CHWP and the MHP; and any oral arguments presented. 9. Within 20 business days from the third business day after the Notification date, DHCS will communicate the final decision via secure email to CHWP's CEO (or the CEO's designee, if the designee submitted the Request for Resolution) and the MHP's Director (or the Director's designee, if the designee submitted the Request for Resolution). DHCS' decision will state the reasons for the decision, the determination of rates of payment (if the rates of payment were disputed), and any actions CHWP and MHP are required to take to implement the decision. Any such action required from either CHWP or the MHP must be taken no later than the next business day following the date of the decision. 10. A dispute between the MHP and CHWP will not delay medically necessary specialty mental health services, physical health	Director, or the Director's designee, based on their review of the submitted documentation; the applicable statutory, regulatory, and contractual obligations of CHWP and the MHP; and any oral arguments presented. 9. Within 20 business days from the third business day after the Notification date, DHCS will communicate the final decision via secure email to CHWP's CEO (or the CEO's designee, if the designee submitted the Request for Resolution) and the MHP's Director (or the Director's designee, if the designee submitted the Request for Resolution). DHCS' decision will state the reasons for the decision, the determination of rates of payment (if the rates of payment were disputed), and any actions CHWP and MHP are required to take to implement the decision. Any such action required from either CHWP or the MHP must be taken no later than the next business day following the date of the decision. 10. A dispute between CHWP and the MHP will not delay medically necessary specialty mental health services, physical health care services, or related

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	care services, or related prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries, when it is reasonably foreseeable that delay in the provision of services is likely to harm the beneficiary. 11. Nothing in this section will preclude a beneficiary from utilizing the MHP's beneficiary problem resolution process or any similar process offered by CHWP or to request a fair hearing. 12. If a dispute occurs between the member and the MHP or CHWP, the member will continue to receive medically necessary health care and mental health care services, including prescription drugs until the dispute is resolved. 13. When the dispute involves CHWP continuing to provide services to a beneficiary that CHWP believes requires specialty mental health services from the MHP, the MHP shall identify and provide CHWP with the name and telephone number of a psychiatrist or other qualified licensed mental health.	prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries, when it is reasonably foreseeable that delay in the provision of services is likely to harm the beneficiary. 11. Nothing in this section will preclude a beneficiary from utilizing CHWP's beneficiary problem resolution process or any similar process offered by the MHP or to request a fair hearing. 12. If a dispute occurs between the member and CHWP or MHP, the member will continue to receive medically necessary health care and mental health care services, including prescription drugs until the dispute is resolved.
9. Expedited Dispute Resolution Process	1. CHWP and MHP may seek to enter into an expedited dispute resolution process if a member has not received a disputed service(s) and CHWP	1. CHWP and MHP may seek to enter into an expedited dispute resolution process if a member has not received a disputed service(s) and CHWP

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	and/or MHP determine that the Routine Dispute Resolution Process timeframe would result in serious jeopardy to the member's life, health, or ability to attain, maintain, or regain maximum function. 2. Under this expedited process, CHWP and MHP will have one business day after identification of a dispute to attempt to resolve the dispute at the plan level. Within one business day after a failure to resolve the dispute in that timeframe, both plans will separately submit a Request for Resolution to DHCS, as set out above, including an affirmation of the stated jeopardy to the member. 3. If the MHP fails to submit a Request for Resolution, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by CHWP. Conversely, if the If CHWP fails to submit a Request for Resolution, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by the MHP. 4. DHCS will provide a decision no later than one business day following DHCS' receipt of Request for Resolution from both parties and affirmation of the stated jeopardy to the	and/or MHP determine that the Routine Dispute Resolution Process timeframe would result in serious jeopardy to the member's life, health, or ability to attain, maintain, or regain maximum function. 2. Under this expedited process, CHWP and MHP will have one business day after identification of a dispute to attempt to resolve the dispute at the plan level. Within one business day after a failure to resolve the dispute in that timeframe, both plans will separately submit a Request for Resolution to DHCS, as set out above, including an affirmation of the stated jeopardy to the member. 3. If the MHP fails to submit a Request for Resolution, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by CHWP. Conversely, if the If CHWP fails to submit a Request for Resolution, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by the MHP. 4. DHCS will provide a decision no later than one business day following DHCS' receipt of Request for Resolution from both parties and affirmation of the stated jeopardy to the

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	member.	member.
10. Financial Liability	1. If DHCS' decision includes a finding that the unsuccessful party is financially liable to the other party for services, CHWP or MHP is required to comply with the requirements in Title 9, California Code of Regulations (CCR), and section 1850.530. If necessary, DHCS will enforce the decision, including withholding funds to meet any financial liability.	1. If DHCS' decision includes a finding that the unsuccessful party is financially liable to the other party for services, CHWP or MHP is required to comply with the requirements in Title 9, California Code of Regulations (CCR), and section 1850.530. If necessary, DHCS will enforce the decision, including withholding funds to meet any financial liability.

4. Capitalized terms used in this Addendum and not otherwise defined herein shall have the same meaning in the MOU. All other terms and conditions of the MOU not inconsistent with this Addendum shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth beneath their respective signatures.

California Health and Wellness:

Signature: _____

Print Name: _____

Title: _____

Date: _____

County of Colusa:

_____ _____
INSERT NAME Date
Colusa County Behavioral Health

_____ _____
INSERT NAME Date

Approved for Contract Policy Compliance, Contracts by:

_____ _____
Date

Approved as to Form, County Counsel by:

_____ _____
Date

Attachment: Updated Colusa County BH MOU Addendum One - 4th Mod 2.22.22 [Revision 1] (8181 : Approve Fourth Amendment to CA Health

State of California—Health and Human Services Agency
Department of Health Care Services

MICHELLE BAASS
DIRECTOR

GAVIN NEWSOM
GOVERNOR

DATE: October 4, 2021

ALL PLAN LETTER 21-013
SUPERSEDES ALL PLAN LETTER 15-007

TO: ALL MEDI-CAL MANAGED CARE HEALTH PLANS

SUBJECT: DISPUTE RESOLUTION PROCESS BETWEEN MENTAL HEALTH PLANS AND MEDI-CAL MANAGED CARE HEALTH PLANS

PURPOSE:
The purpose of this All Plan Letter (APL) is to provide guidance to Medi-Cal managed care health plans (MCPs) on how to submit a service delivery dispute to the Department of Health Care Services (DHCS) when the dispute cannot be resolved at the local level with a Mental Health Plan (MHP). Guidance to MHPs is provided in Behavioral Health Information Notice (BHIN) No: 21-034.[1]

BACKGROUND:
MCPs are contractually required to provide and cover all medically necessary services for members, with the exception of those services that are carved out of the MCP's contract. However, even for carved-out services, MCPs remain contractually responsible for providing Comprehensive Case Management, including coordination of care, to ensure the provision of all medically necessary services, whether those services are delivered within or outside of the MCP's provider network. Comprehensive case management for medically necessary services, including both basic and complex case management, is described in MCP contracts.[2]

POLICY:
MCPs must enter into a Memorandum of Understanding (MOU) with the MHP in each of the counties where the MCP operates.[3] The MOU must include a process for resolving disputes between the MHP and the MCP that includes a means for beneficiaries to receive medically necessary services, including specialty mental health services (SMHS) and prescription drugs, while the dispute is being resolved.[4] If an MCP and MHP have a dispute that they are unable to resolve regarding the obligations of the

[1] 2021 BHINs are searchable at https://www.dhcs.ca.gov/formsandpubs/Pages/2021-MHSUDS-BH-Information-Notices.aspx.
[2] Exhibit A, Attachment 11, Case Management and Coordination of Care. MCP boilerplate contracts are available at: https://www.dhcs.ca.gov/provgovpart/Pages/MMCDBoilerplateContracts.aspx.
[3] Exhibit A, Attachment 12, Local Health Department Coordination.
[4] Title 9, CCR, section 1810.370.

Managed Care Quality and Monitoring Division
1501 Capitol Avenue, P.O. Box 997413, MS 4410
Sacramento, CA 95899-7413
Phone (916) 449-5000 Fax (916) 449-5005
www.dhcs.ca.gov

Attachment: CA_MediCal_DHCS_APL21-013_Dispute Resolution CMH (8181 : Approve Fourth Amendment to CA Health & Wellness Plan)

Attachment: CA_MediCal_DHCS_APL21-013_Dispute Resolution CMH (8181 : Approve Fourth Amendment to CA Health & Wellness Plan)

MCP or MHP under their respective contracts with DHCS, state laws and/or the MCP - MHP MOU, the parties are required to submit the dispute to the state for resolution as described below. DHCS encourages both MCPs and MHPs to attempt to resolve all disputes collegially, effectively, and at the local level before submitting the dispute to the state for resolution. The local resolution policy should be exhausted within the below prescribed timeframes before filing the dispute with the state.

PROVISION OF SERVICES DURING DISPUTE RESOLUTION PROCESS

State law requires that the provision of medically necessary services must not be delayed during the pendency of a dispute between an MHP and MCP and sets forth rules for determining financial responsibility for services provided to a member during that period.[5] In addition, MCPs are contractually responsible for the provision of case management and care coordination for all medically necessary services a member needs, including those services that are the subject of a dispute between an MCP and MHP. The MCP is responsible for working with MHPs in order to ensure that there is no duplication of SMHS, for which MHPs also provide case management.

ROUTINE DISPUTE RESOLUTION PROCESS:

Regardless of MOU status, MCPs and MHPs must complete the plan level dispute resolution process within 15 business days of identifying the dispute. Within three business days after a failure to resolve the dispute during that timeframe, either the MHP or the MCP must submit a written “Request for Resolution” to DHCS. If the MCP submits the Request for Resoution it must be signed by the MCP’s Chief Executive Officer (CEO) or the CEO’s designee. The Request for Resolution must include:

1. A summary of the disputed issue(s) and a statement of the desired remedies, including any disputed services that have been or are expected to be delivered to the member by either the MCP or the MCP and the expected rate of payment for each type of service;
2. A history of the attempts to resolve the issue(s) with the MHP;
3. Justification for the MCP’s desired remedy; and
4. Any additional documentation that the MCP deems relevant to resolve the disputed issue(s), if applicable.

The Request for Resolution must be submitted via secure email to MCQMD@dhcs.ca.gov.

Within three business days of receipt of a Request for Resolution from an MCP, DHCS will forward a copy of the Request for Resolution to the Director of the affiliated MHP via secure email (“Notification”). The MHP will have three business days from the receipt of

[5] Title 9, CCR, section 1850.525.

Attachment: CA_MediCal_DHCS_APL21-013_Dispute Resolution CMH (8181 : Approve Fourth Amendment to CA Health & Wellness Plan)

Notification to submit a response to the MCP's Request for Resolution and to provide any relevant documents to support the MHP's position. If the MHP fails to respond, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by the MCP. Conversely, if the MHP submits a Request for Resolution to DHCS, DHCS will forward a copy of the Request for Resolution to the affiliated MCP, within three business days of receipt. The MCP will have three business days to respond and provide relevant documents.

If an MHP requests a rate of payment in its Request for Resolution, and the MHP prevails, the requested rate shall be deemed correct, unless the MCP disputes the rate of payment in its response. If the MCP fails to respond, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by the MHP. Conversely, if an MCP requests a rate of payment in its Request for Resolution, and the MCP prevails, the requested rate shall be deemed correct, unless the MHP disputes the rate of payment in its response. If the MHP fails to respond, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by the MCP.

At its discretion, DHCS may allow representatives of the MCP and MHP the opportunity to present oral arguments.

The Managed Care Quality and Monitoring Division and the Medi-Cal Behavioral Health Division will make a joint recommendation to DHCS' Director, or the Director's designee, based on their review of the submitted documentation; the applicable statutory, regulatory, and contractual obligations of the MCP and the MHP; and any oral arguments presented.

Within 20 business days from the third business day after the Notification date, DHCS will communicate the final decision via secure email to the MCP's CEO (or the CEO's designee, if the designee submitted the Request for Resolution) and the MHP's Director (or the Director's designee, if the designee submitted the Request for Resolution). DHCS' decision will state the reasons for the decision, the determination of rates of payment (if the rates of payment were disputed), and any actions the MCP and MHP are required to take to implement the decision.[6] Any such action required from either the MCP or the MHP must be taken no later than the next business day following the date of the decision.

EXPEDITED DISPUTE RESOLUTION PROCESS

The MCP and MHP may seek to enter into an expedited dispute resolution process if a member has not received a disputed service(s) and the MCP and/or MHP determine

[6] Title 9, CCR, sections 1850.530(c) and 1850.505(d)(1)

Attachment: CA_MediCal_DHCS_APL21-013_Dispute Resolution CMH (8181 : Approve Fourth Amendment to CA Health & Wellness Plan)

that the Routine Dispute Resolution Process timeframe would result in serious jeopardy to the member's life, health, or ability to attain, maintain, or regain maximum function.

Under this expedited process, the MCP and MHP will have one business day after identification of a dispute to attempt to resolve the dispute at the plan level. Within one business day after a failure to resolve the dispute in that timeframe, both plans will separately submit a Request for Resolution to DHCS, as set out above, including an affirmation of the stated jeopardy to the member.

If the MHP fails to submit a Request for Resolution, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by the MCP. Conversely, if the If the MCP fails to submit a Request for Resolution, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by the MHP.

DHCS will provide a decision no later than one business day following DHCS' receipt of Request for Resolution from both parties and affirmation of the stated jeopardy to the member.

FINANCIAL LIABILITY

If DHCS' decision includes a finding that the unsuccessful party is financially liable to the other party for services, the MCP or MHP is required to comply with the requirements in Title 9, California Code of Regulations (CCR), section 1850.530.[7] If necessary, DHCS will enforce the decision, including withholding funds to meet any financial liability.

If the requirements contained in this APL, including any updates or revisions to this APL, necessitate a change in an MCP's policies and procedures (P&Ps), the MCP must submit its updated P&Ps to its Managed Care Operations Division (MCOD) contract manager within 90 days of the release of this APL. If an MCP determines that no changes to its P&Ps are necessary, the MCP must submit an email confirmation to its MCOD contract manager within 90 days of the release of this APL, stating that the MCP's P&Ps have been reviewed and no changes are necessary. The email confirmation must include the title of this APL as well as the applicable APL release date in the subject line.

MCPs are responsible for ensuring that their subcontractors and network providers comply with all applicable state and federal laws and regulations, contract

[7] CCRs are searchable at: https://govt.westlaw.com/calregs/Search/Index.

requirements, and other DHCS guidance, including APLs and Policy Letters.[8] These requirements must be communicated by each MCP to all subcontractors and network providers.

If you have any questions regarding this APL, please contact your MCOD Contract Manager.

Sincerely,

Original signed by Bambi Cisneros

Bambi Cisneros, Acting Chief
Managed Care Quality and Monitoring Division

[8] For more information on subcontractors and network providers, including the definition and requirements applicable, see APL 19-001 and any subsequent APLs on this topic. APLs are available at: https://www.dhcs.ca.gov/formsandpubs/Pages/AllPlanLetters.aspx.

Attachment: CA_MediCal_DHCS_APL21-013_Dispute Resolution CMH (8181 : Approve Fourth Amendment to CA Health & Wellness Plan)

california health & wellness
FEB 29 2016
CONTRACTING DEPT

Memorandum of Understanding between
California Health and Wellness Plan
and
County of Colusa for
Coordination of Services

This memorandum of understanding ("MOU") is between the COUNTY OF COLUSA, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY" and CALIFORNIA HEALTH AND WELLNESS PLAN ("CHWP"), a health maintenance organization, in order to implement certain provisions of Title 9 of the California Code of Regulations ("CCR").

WHEREAS COUNTY through its Department of Behavioral is the Mental Health Plan hereinafter referred to as "MHP", as defined in Title 9 CCR, section 1810.226 and is required by the State Department of Health Care Services ("DHCS") to enter into an MOU with any Medi-Cal managed care plan providing health care services to MHP Medi-Cal beneficiaries in accordance with Title 9 CCR; and

WHEREAS, nothing contained herein shall add to or delete from the services required by COUNTY or CHWP under each individual party's agreement with the State ("State") of California or the provisions of State or federal law. COUNTY and CHWP agree to perform required services under said agreements with the State, to the extent not inconsistent with laws and regulations; and

WHEREAS, the Department of Health Care Services may sanction a mental health plan pursuant to paragraph (one), subdivision (e), Section 14712 of the California Welfare and Institutions Code for failure to comply with the requirements of Welfare & Institution Code, Section 14715; and

WHEREAS, this MOU cannot conflict with MHP's obligations in the State/County MHP Contract, CCR Title 9, and the State Plan for the rehabilitation and Targeted Case Management outpatient; and

WHEREAS, all references in this MOU to "Members" are limited to individuals from Colusa County assigned to or enrolled in CHWP health plan.

WHEREAS the purpose of this MOU is to describe the responsibilities of COUNTY through its MHP and CHWP in the delivery of specialty mental health services to Members served by both parties. It is the intention of COUNTY and CHWP to coordinate care between providers of physical care and mental health care as set forth in Attachment 1, "Matrix of Parties' Responsibilities".

WHEREAS, Attachment B identified as"MMCD Policy Letter No. 00-0 REV." ("Policy Letter") which is attached hereto and incorporated herein, shall provide guidelines by which this MOU shall be governed. Any amendments to this Policy Letter shall automatically be incorporated by reference into this MOU.

Attachment: C16-006 Original CA Health & Wellness (8181 : Approve Fourth Amendment to CA Health & Wellness Plan)

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties agree as follows:

1. TERM: This MOU shall become effective January 1, 2016 and shall terminate on December 31, 2018.

2. TERMINATION:

   A. Non-Allocation of Funds – The terms of this MOU, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this MOU terminated at any time by giving CHWP (sixty) 60 days advance written notice.

   B. Without Cause – Under circumstances other than those set forth above, this MOU may be terminated by CHWP or COUNTY upon the giving of 60 days advance written notice of an intention to terminate.

3. COMPENSATION: The program responsibilities conducted pursuant to the terms and conditions of this MOU shall be performed without the payment of any monetary consideration by CHWP or COUNTY, one to the other.

4. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations assumed by CHWP under this MOU, it is mutually understood and agreed that CHWP, including any and all of CHWP's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CHWP shall perform its work and function. However, COUNTY shall retain the right to administer this MOU so as to verify that CHWP is performing its obligations in accordance with the terms and conditions thereof. CHWP and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters which are directly or indirectly the subject of this MOU.

   Because of its status as an independent contractor, CHWP shall have absolutely no right to employment rights and benefits available to COUNTY employees. CHWP shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CHWP shall be solely responsible and save COUNTY harmless from all matters relating to payment of CHWP's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this MOU, CHWP may be providing services to others unrelated to the COUNTY or to this MOU.

5. HOLD-HARMLESS: Each of the parties hereto shall be solely liable for negligent or wrongful acts or omissions of its officers, agents and employees occurring in the

Attachment: C16-006 Original CA Health & Wellness (8181 : Approve Fourth Amendment to CA Health & Wellness Plan)

performance of this MOU, and if either party becomes liable for damages caused by its officers, agents or employees, it shall pay such damages without contribution by the other party. Each party hereto agrees to indemnify, defend (if requested by the other party) and save harmless the other party, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, claims, losses, damages and liabilities proximately caused by the party, including its officers, agents and employees, solely negligent or wrongful acts or omissions. In addition, either party agrees to indemnify the other party for Federal, State and/or local audit exceptions resulting from noncompliance herein on the part of the other party.

6. DISCLOSURE OF SELF-DEALING TRANSACTIONS: Members of CHWP Board of Directors shall disclose any self-dealing transactions that they are a party to while CHWP is providing goods or performing services under this MOU. A self-dealing transaction shall mean a transaction to which CHWP is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions to which they are a party.

7. CONFIDENTIALITY: All responsibilities performed by the Parties under this MOU shall be in strict conformance with all applicable Federal, State and/or local laws and regulations relating to confidentiality.

8. NON-DISCRIMINATION: During the performance of this MOU, CHWP shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, sexual orientation, marital status, age, or gender, pursuant to all applicable State and Federal statutes and regulations.

9. AUDITS AND INSPECTIONS: Each Party shall, at any time upon reasonable notice during business hours, and as often as may be deemed reasonably necessary, make available for examination by the other Party, State, local, or federal authorities all of its records and data with respect to the matters covered by this MOU as may be required under State or federal law or regulation or a Party's contract with a State agency.

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

If to County:
Colusa County Department of Behavioral Health
162 East Carson Street
Colusa, California 95932

Attachment: C16-006 Original CA Health & Wellness (8181 : Approve Fourth Amendment to CA Health & Wellness Plan)

If to California Health & Wellness Plan:	California Health & Wellness Plan 1740 Creekside Oaks Drive, #200 Sacramento, California 95833

11. GOVERNING LAW: The parties agree that for the purposes of venue, performance under this MOU is to be in Colusa County, California. The rights and obligations of the parties and all interpretation and performance of this MOU shall be governed in all respects by the provisions of California Department of Health Care Services' officially policy letters and the laws and regulations of the State of California.

12. ENTIRE AGREEMENT: This MOU including all Exhibits and Attachments set forth below constitutes the entire agreement between CHWP and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this MOU.

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

A. Attachment "A" – Matrix of Parties' Responsibilities;
B. Attachment "B" – MMCD Policy Letter No. 00-01 REV.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed on this 26th day of January, 2016.

COUNTY OF COLUSA

Denise J. Carter, Board Chair

CALIFORNIA HEALTH AND WELLNESS PLAN

Signature

Gregory Buchert, MD

Chief Executive Officer

Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

By
Ann Nordyke, Deputy

Attachment: C16-006 Original CA Health & Wellness (8181 : Approve Fourth Amendment to CA Health & Wellness Plan)

ATTACHMENT A
MATRIX OF RESPONSIBILITIES

CATEGORY	Mental Health PLAN (MHP)	California Health & Wellness (CH&W)
1. Basic Requirements	1. MHP agrees to address policies and procedures with the CH&W that cover: a. management of the members care, including – but not limited to the following: b. screening assessment and referrals c. medical necessity determination d. care coordination and e. exchange of medical information	2. CH&W agrees to address policies and procedures with the MHP that cover: a. management of the members care, including – but not limited to the following: b. screening assessment and referrals c. medical necessity determination d. care coordination and e. exchange of medical information
2. Mental Health Covered Services	1. MHP is responsible for providing CH&W members with outpatient mental health benefits for members with significant impairment in functions that meet the medical necessity criteria. See **Attachment B: APL 13-021 Medi-Cal Managed Care Plan Responsibilities for Outpatient Mental Health Services** 2. Conditions that the *Diagnostic and Statistical Manual* (DSM) identifies as relational problems (e.g. couples counseling, family counseling for relational problems) are not covered as part of the new benefit by the MHP or by CH&W 3. All services must be provided in a culturally and linguistically appropriate manner	1. CH&W is obligated to cover and pay for mental health assessments of CH&W members with potential mental health disorders rendered by CH&W s network providers for services that are plan responsibility. This new requirement is in addition to the existing requirement that PCPs offer mental health services within their scope of practice 2. CH&W is responsible for providing members with outpatient mental health benefits for members with mild to moderate impairment of mental, emotional, or behavioral functioning resulting from any mental health condition defined by the current *Diagnostic and Statistical Manual (DSM)* that is also covered according to State regulations and consistent with DHCS APL 03--21 **(Attachment B)** and any revisions thereto 3. CH&W will be responsible for providing these services when medically necessary and

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		provided by PCP or licensed mental health professionals in CH&W's provider network within the scope of their practice. **See Attachment B: Attachment 1, Mental Health Services Description Chart for Medi-Cal Managed Care Members** 4. Conditions that the DSM identifies as relational problems *(e.g. couples counseling, family counseling for relational problems)* are not covered as part of the new benefit by CH&W nor by the MHP. 5. All services must be provided in a culturally and linguistically appropriate manner.
3. Oversight Responsibilities	a. MHP's administrative staff is the liaison that will be responsible for notifying its network providers and relevant staff of their roles and responsibilities in the management of this MOU. b. MHP will have staff participate on an oversight team comprised of representatives from both CH&W and the MHP who will be responsible for program oversight, quality improvement, problem and dispute resolution, and ongoing management of this MOU. c. MHP will also have staff participate on a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information as resources allow. The MHP and CH&W may determine the composition of the multidisciplinary teams. d. The MHP and CH&W oversight	a. CH&W's affiliate behavioral health company, Cenpatico Behavioral Health ("Cenpatico") has direct contracts with mental health professionals (LMHP) network and will be responsible for notifying their LMHPs and relevant staff of their roles and responsibilities. b. CH&W has a public programs administrator/liaison that will participate on an oversight team comprised of representatives from both MHP and CH&W who will be responsible for program oversight, quality improvement, problem and dispute resolution as well as management of this MOU. c. CH&W will also have staff participate on a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information as resources allow. CH&W and

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	teams and multidisciplinary teams may be the same teams. e. MHP Liaison will provide CH&W with an updated list of approved MHP providers, specialists and mental health care centers in the county. This information is also available on the MHP's managed care website.	MHP may determine the composition of the multidisciplinary teams. d. CH&W and the MHP oversight teams and multidisciplinary teams may be the same teams. e. CH&W liaison will provide MHP with an updated list of its LMHPs and specialists.
4 Screening, Assessment and Referral	a. MHP accepts referrals from CH&W staff we believe are mentally ill, providers and members' self-referrals for determination of medical necessity for specialty mental health services. Medical necessity for specialty mental health services is defined at Title 9, CCR, Sections 1820.205, 1830.205 and 1830.210. b. If it is determined by CH&W's LMHP that the member may meet specialty mental health services medical necessity criteria, the CH&W LMHP refers the member to the MHP for further assessment and treatment. c. MHP providers will refer CH&W members to their identified PCP for medical and non-specialty mental health conditions that would be responsive to appropriate physical health care.	1. CH&W is responsible for the screening, assessment and referrals, including agreed upon screening and assessment tools for use in determining if CH&W or the MHP will provide mental health services. 2. CH&W accepts referrals from MHP staff, providers, and members' self-referral for assessment, makes a determination of medical necessity for outpatient services, and provides referrals within CH&W's 's LMHP network. Medical necessity means reasonable and necessary services to protect life, to prevent significant illness or significant disability, or to alleviate severe pain through the diagnosis or treatment of disease, illness, or injury. When determining the medical necessity of covered services for a Medi-Cal beneficiary under the age of 21, "medical necessity" is expanded to include the standards set forth in Title 22 CCR Sections 51340 and 51340.1. 3. CH&W PCP's will refer CH&W members to a CH&W LMHP for: a. An assessment to confirm or arrive at a diagnosis and treatment (except in emergency situations or in cases when the

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		beneficiary clearly has a significant impairment that the member can be referred directly to the MHP) b. If it is determined by the CH&W LMHP that the member may meet the Specialty Mental Health Services (SMHS) medical necessity criteria, the CH&W LMHP refers the member to the MHP for further assessment and treatment When a CH&W member's condition improves under SMHS and the CH&W LMHP and MHP coordinate care, the CH&W member may return to the CH&W LMHP. 4. Primary care mental health treatment includes: a. Basic education, assessment, counseling, and referral and linkage to other services for all CH&W members b. Medication and treatment for a. Mental health conditions that would be responsive to physical healthcare-based treatment b. Mental health disorders due to a general medical condition c. Medication-induced reactions

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		from medications prescribed by physical health care providers
5. Care Coordination	1. When medical necessity criteria are met and services are approved by the MHP, the MHP and contracted providers will provide hospital based specialty mental health ancillary services, which include, but are not limited to electroconvulsive therapy (ECT) and magnetic resonance imaging (MRI) that are received by a CH&W member admitted to a psychiatric inpatient hospital other than routine services. Per Title 9, CCR, Article 3, Section 1810.350.	1. CH&W must cover and pay for medically necessary laboratory, radiological, and radioisotope services described in Title 22, CCR, Section 51311. CH&W will cover related services for Electroconvulsive Therapy (ECT) such as anesthesiologist services provided on an outpatient basis. Per MMCD Policy Letter No. 00-01 REV. 2. CH&W will cover and pay for all medically necessary professional services to meet the physical health care needs of the members who are admitted to the psychiatric ward of a general acute care hospital or to a freestanding licensed psychiatric inpatient hospital or Psychiatric Health Facility (PHF). These services include the initial health history and physical assessment required within 24 hours of admission and any medically necessary physical medicine consultation. Per MMCD Policy Letter No. 00-01 REV. 3. CH&W is not required to cover room and board charges or mental health services associated with a CH&W member's admission to a hospital or inpatient psychiatric facility for psychiatric inpatient services. Per MMCD Policy Letter No. 00-01 REV.
5.a. Laboratory, Radiological and Radioisotope Services	1. For any member needing laboratory, radiological, or radioisotope services when necessary for the diagnosis, treatment or monitoring of a mental health condition MHP	1. CH&W will cover and pay for medically necessary laboratory, radiological and radioisotope services when ordered by the MHP for the diagnosis, treatment or monitoring of a

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	will utilize the list of CH&W contract providers.	mental health condition (and side effects resulting from medications prescribed to treat the mental health diagnosis) as described in Title 22, CCR Section 51311*and* MMCD Policy Letter No. 00-01 REV. 2. CH&W will coordinate and assist the MHP in the delivery of laboratory radiological or radioisotope services 3. A list of CH&W contracted providers is available on-line. 4. CH&W will provide the process for obtaining timely authorization and delivery of prescribed drugs and laboratory services
5.b. Home Health Agency Services	1. MHP shall cover and pay for medication support services, case management, crisis intervention services, or any other specialty mental health services as provided under Section 1810.247, which are prescribed by a psychiatrist and are provided to a CH&W member who is homebound. MHP will collaborate with CH&W on any specialty mental health services being provided to a CH&W member. 2. MHP currently does not provide Home Health Services	1. CH&W will cover and pay for prior authorized home health agency services as described in Title 22, CCR, Section 51337 prescribed by a CH&W provider when medically necessary to meet the needs of homebound CH&W members. CH&W is not obligated to provide home health agency services that would not otherwise be authorized by the Medi-Cal program. 2. CH&W will refer members who may be at risk of institutional placement to the Home and Community Based services (HCBS) Waiver Program if appropriate.
5.c. Pharmaceutical Services and Prescribed Drugs	1. The MHP list of contracted network providers is available on line 2. MHP providers will prescribe and monitor the effects and side effects of psychotropic medications for CH&W members under their treatment 3. MHP will coordinate with CH&W representatives to ensure that psychotropic drugs prescribed by MHP providers are included in the CH&W	1. CH&W will: a. Allow MHP credentialed providers access to pharmacy and laboratory services as specialty providers b. A list of participating pharmacies, laboratories, drug formulary, and authorization of procedures are available on line c. Consider

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	formulary and/or available for dispensing by CH&W network pharmacies unless otherwise stipulated by state regulation 4. MHP will inform MHP providers regarding process and procedure for obtaining prescribed medications for CH&W members 5. MHP providers will utilize CH&W contracted laboratories for laboratory tests needed in connection with administration and management of psychotropic medications 6. MHP will assist CH&W in the utilization review of psychotropic drugs prescribed by out-of-network psychiatrists. 7. MHP will share with CH&W a list of non-psychiatrist MHP providers contracted to provide mental health services in areas where access to psychiatrists is limited if there are changes on a quarterly basis	recommendations from MHP for utilization management standards for mental health pharmacy and laboratory services d. Provide the process for obtaining timely authorization and delivery of prescribed drugs and laboratory services to the MHP 2. CH&W will coordinate with MHP to ensure that covered psychotropic drugs prescribed by MHP providers are available through the authorization process or formulary for dispensing by CH&W network pharmacies unless otherwise stipulated by state regulation. ***(See the Medi-Cal provider manual for Drugs Excluded from*** CH&W ***Coverage*** ***http://files.medi-cal.ca.gov/pubsdoco/manuals_menu.asp)***. CH&W will apply utilization review procedures when prescriptions are written by out-of-network psychiatrists for the treatment of psychiatric conditions a. Covered psychotropic drugs written by out-of-network psychiatrists will be filled by CH&W network pharmacies b. CH&W will provide members with the same drug accessibility written by out-of-network psychiatrists as in-network providers c. CH&W will not cover and pay for mental health drugs written by out-of-network physicians who are not

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		psychiatrists unless these prescriptions are written by non-psychiatrists contracted by the MHP to provide mental health services in areas where access to psychiatrists is limited. Per MMCD Policy Letter No. 00-01 REV. 3. CH&W PCPs will monitor the effects and side effects of psychotropic medications prescribed for those members whose psychiatric conditions are under their treatment. 4. Reimbursement to pharmacies for new psychotropic drugs classified as antipsychotics and approved by the FDA will be made through the MHP whether these drugs are provided by a pharmacy contracting with CH&W or by an MHP pharmacy. Per MMCD Policy Letter No. 00-01 REV.
5.d. Service Authorizations	1. For any member needing prescribed drugs and laboratory services when necessary for the treatment or monitoring of a mental health condition, MHP will utilize the list of CH&W contracted providers found on their website. 2. MHP will authorize treatment services by MHP providers who are credentialed and contracted with MHP for services that meet SMHS medical necessity criteria.	1. CH&W will authorize medical assessment and/or treatment services by CH&W LMHPs who are credentialed and contracted with CH&W for covered medically necessary services. 2. CH&W will inform PCPs that they may refer members to the MHP for specialty mental health services. 3. CH&W contracted providers can be found on the website.
5.e. Nursing and Residential Facility Services	1. MHP will arrange and coordinate payment for nursing facility services, i.e., augmented Board and Care (ABC), Skilled Nursing Facility (SNF), Institution for Mental Disease (IMD), etc., for members who meet medical necessity criteria and who require a special	1. CH&W will arrange and pay for nursing facility services for CH&W members who meet the medical necessity criteria per Title 22, CCR, Section 51335. 2. CH&W will arrange for disenrollment from managed care if the member needs nursing services for a longer

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	treatment program [Title 22, California Code of Regulations (CCR), Section 51335(k)] 2. MHP's provide medically necessary specialty mental health services, typically visits by psychiatrists and psychologists.	period of time. 3. CH&W will pay for all medically necessary DHCS contractually required Medi-Cal covered services until the disenrollment is effective.
5.f. Developmentally Disabled Services	1. MHP will refer members with developmental disabilities to the Local Regional Center for non-medical services such as respite, out-of-home placement, supportive living, etc., if such services are needed. 2. MHP has a current list of names, addresses and telephone numbers of local providers, provider organizations, and agencies that is available to an CH&W member on a quarterly basis if there are changes, when that member has been determined to be ineligible for MHP covered services because the member's diagnosis is not included in CCR, Title 9 1830.205(b)(1).	1. CH&W and CH&W providers will refer members with developmental disabilities to the local Regional Center for non-medical services such as respite, out-of-home placement supportive living, etc., if such services are needed. 2. CH&W will maintain a current MOU with the Regional Center
6. Exchange of Protected Health Information	1. MHP will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to: • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328-5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 *et. seq.* • CMIA (Ca Civil Code 56 through 56.37) • Title 9, CCR, Section 1810.370(a)(3) 2. MHP will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for	1. CH&W will comply with applicable portions of • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328-5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 *et. seq.* • CMIA (Ca Civil Code 56 through 56.37) Title 9, CCR, Section 1810.370(a)(3) 2. MHP will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered

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	them to carry out their functions within the covered entity. 3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed using appropriately protected methods. Unsecured PHI will not be disclosed via any method. 4. MHP will notify the state of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within the required timelines.	entity. 3. CH&W will encrypt any data transmitted via email containing confidential data of CH&W members such as PHI and personal confidential Information (PCI) or other confidential data to CH&W or anyone else including state agencies. 4. CH&W will notify the state within their contractual guidelines of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.
7. Reporting and Quality Improvement Requirements	1. MHP in conjunction with CH&W will hold regular meetings to review the referral and care coordination process and to monitor member engagement and utilization. 2. No less than semi-annually, MHP and CH&W will review the referral and care coordination process to improve quality of care; and at least semi-annual reports summarizing quality findings, as determined in collaboration with DHCS. Reports summarizing findings of the review must address the systemic strengths and barriers to effective collaboration between MHP and CH&W . 3. MHP and CH&W will develop reports that track cross-system referrals, beneficiary engagement, and service utilization to be determined in collaboration with DHCS, including, but not limited to, the number of disputes between MHP and CH&W , the dispositions/outcomes of those disputes, the number of	1. CH&W in conjunction with MHP will hold regular meetings to review the referral and care coordination process and to monitor member engagement and utilization. 2. No less than semi-annually, CH&W and MHP will review the referral and care coordination process to improve quality of care; and at least semi-annual reports summarizing quality findings, as determined in collaboration with DHCS. Reports summarizing findings of the review must address the systemic strengths and barriers to effective collaboration between CH&W and the MHP. 3. CH&W and the MHP will develop reports that track cross-system referrals, beneficiary engagement, and service utilization to be determined in collaboration with DHCS, including, but not limited to, the number of disputes between CH&W and the MHP, the dispositions/outcomes of those

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	grievances related to referrals and network access and dispositions/outcomes of those grievances. Reports shall also address utilization of mental health services by members receiving such services from MHP and CH&W , as well as quality strategies to address duplication of services. 4. Performance measures and quality improvement initiatives to be determined in collaboration with DHCS.	disputes, the number of grievances related to referrals and network access and dispositions/outcomes of those grievances. Reports shall also address utilization of mental health services by members receiving such services from CH&W and the MHP, as well as quality strategies to address duplication of services. 4. Performance measures and quality improvement initiatives to be determined in collaboration with DHCS.
8. Non-binding Dispute Resolution	1. MHP Liaison will participate in an annual review, update and/or renegotiations with CH&W on this agreement as is mutually agreed. 2. When the MHP has a dispute with CH&W that cannot be resolved to the satisfaction of the MHP concerning the obligations of the MHP or CH&W under their respective contracts with the DHCS, State Medi-Cal laws and regulations, or with this MOU as described in Section 1810.370, the MHP may submit a request for resolution to the department. The resolution shall be a recommendation only, and shall not be binding upon either of the parties. 3. Either the MHP or CH&W shall submit a request for resolution to either department within 15 calendar days of the completion of the dispute resolution process between the parties. The request for resolution shall contain the following information: a. A summary of the issue and a statement of the desired remedy, including any disputed services that have been or are expected to be delivered to the	1. CH&W liaison will conduct an annual review, update and/or renegotiations of this agreement with the MHP, as is mutually agreed. 2. When CH&W has a dispute with the MHP that cannot be resolved to the satisfaction of CH&W concerning the obligations of the MHP or CH&W under their respective contracts with the DHCS, State Medi-Cal laws and regulations, or with this MOU as described in Section 1810.370, CH&W may submit a request for resolution to the department. The resolution shall be a recommendation only, and shall not be binding upon the parties. 3. Either the MHP or CH&W shall submit a request for resolution to either department within 15 calendar days of the completion of the dispute resolution process between the parties. The request for resolution shall contain the following information: a. A summary of the issue and a statement of the desired remedy, including any disputed services that have been or are expected to be delivered to the

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	beneficiary and the expected rate of payment for each type of service b. History of attempts to resolve the issue c. Justification for the desired remedy d. Documentation regarding the issue e. Upon receipt of a request for resolution, the department receiving the request will notify the department and the other party within seven calendar days. The notice to the other party shall include a copy of the request and will ask for a statement of the party's position on the dispute, any relevant documentation supporting its position, and any dispute of the rate of payment for services included by the other party in its request f. The other party shall submit the requested documentation within 21 calendar days from notification of the party from whom documentation is being requested by the party that received the initial request for resolution or the departments shall decide the dispute based solely on the documentation filed by the initiating party.	beneficiary and the expected rate of payment for each type of service b. History of attempts to resolve the issue c. Justification for the desired remedy d. Documentation regarding the issue e. Upon receipt of a request for resolution, the department receiving the request will notify the other department and the other party within seven calendar days. The notice to the other party shall include a copy of the request and will ask for a statement of the party's position on the dispute, any relevant documentation supporting its position, and any dispute of the rate of payment for services included by the other party in its request f. The other party shall submit the requested documentation within 21 calendar days from notification of the party from whom documentation is being requested by the party that received the initial request for resolution or the departments shall decide the dispute based solely on the documentation filed by the initiating party.
8.a. Departments' Responsibility for Review of Disputes	1. The two departments shall each designate at least one and no more than two individuals to review the dispute and make a joint recommendation to directors of the departments or their designees. 2. The recommendation shall be based on a review of the submitted documentation in relation to the statutory, regulatory and contractual obligations of the MHP and CH&W. 3. The individuals reviewing the	1. The two departments shall each designate at least one and no more than two individuals to review the dispute and make a joint recommendation to directors of the departments or their designees. 2. The recommendation shall be based on a review of the submitted documentation in relation to the statutory, regulatory and contractual obligations of the MHP and CH&W. 3. The individuals reviewing the

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	dispute may, at their discretion, allow representatives of both the MHP and CH&W an opportunity to present oral argument.	dispute may, at their discretion, allow representatives of both the MHP and CH&W an opportunity to present oral argument.
8.b. Provision of Medically Necessary Services Pending Resolution of Dispute	1. A dispute between an MHP and CH&W shall not delay medically necessary specialty mental health services, physical health care services, or related prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries. Until the dispute is resolved, the following shall apply: a. The parties may agree to an arrangement satisfactory to both parties regarding how the services under dispute will be provided; or b. When the dispute concerns the MHP's contention that CH&W is required to deliver physical health care based treatment of a mental illness, or to deliver prescription drugs or laboratory, radiological, or radioisotope services required to diagnose or treat the mental illness, the MHP shall be responsible for providing or arranging and paying for those services to the beneficiary until the dispute is resolved.	1. A dispute between an MHP and CH&W shall not delay medically necessary specialty mental health services, physical health care services, or related prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries. Until the dispute is resolved, the following shall apply: a. The parties may agree to an arrangement satisfactory to both parties regarding how the services under dispute will be provided; or b. When the dispute concerns CH&W's contention that the MHP is required to deliver specialty mental health services to a beneficiary either because the beneficiary's condition would not be responsive to physical health care based treatment or because the MHP has incorrectly determined the beneficiary's diagnosis to be a diagnosis not covered by the MHP, CH&W shall manage the care of the beneficiary under the terms of its contract with the State until the dispute is resolved. The MHP shall identify and provide CH&W with the name and telephone number of a psychiatrist or other qualified licensed mental health professional available to provide clinical consultation, including consultation on

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		medications to the CH&W provider responsible for the beneficiary's care.
9. Emergency and After-Hours	1. MHP will have a toll free 24 hours a day, seven days a week line available to assist members and providers after hours as well as to coordinate urgent and emergent services with Emergency Room personnel during a crisis. 2. MHP shall cover and pay for the professional services of a mental health specialist provided in an emergency room to a CH&W member whose condition meets MHP medical necessity criteria or when mental health specialist services are required to assess whether MHP medical necessity is met. Per MMCD Policy Letter No. 00-01 REV. 3. The MHP is responsible for the facility charges resulting from the emergency services and care of a CH&W member whose condition meets MHP medical necessity criteria when such services and care do result in the admission for the member for psychiatric inpatient hospital services at the same facility. The facility charge is not paid separately, but is included in the per diem rate for the inpatient stay. Per MMCD Policy Letter No. 00-01 REV. The MHP is responsible for facility charges directly related to the professional services of a mental health specialist provided in the emergency room when these services do not result in an admission of the member for psychiatric inpatient hospital services at that facility or any other facility. Per MMCD Policy	1. All CH&W members have access to quality, comprehensive behavioral health care first response services twenty-four (24) hours a day, seven (7) days a week by CH&W providers. CH&W 's network LMHPs have agreed to provide availability for emergency services twenty four (24) hours a day, seven (7) days a week and to arrange for coverage by another provider, in the event of provider's illness, vacation or other absence from his or her practice. As part of the coverage, LMHPs will coordinate urgent and emergent services with the county mental health program or emergency room personnel during a crisis. In general, the LMHP must be available to CH&W members twenty-four (24) hours a day, seven (7) days a week by telephone or have an arrangement with an on-call provider to cover when s/he is not available. 2. CH&W shall cover and pay for all professional services, except the professional services of a mental health specialist when required for the emergency services and care of a member whose condition meets MHP medical necessity criteria. 3. CH&W shall cover and pay for the facility charges resulting from the emergency services and care of an CH&W member whose condition meets MHP medical necessity criteria when

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	Letter No 00-01 REV.	such services and care do not result in the admission of the member for psychiatric inpatient hospital services or when such services result in an admission of the member for psychiatric inpatient hospital services at a different facility. 4. CH&W shall cover and pay for the facility charges and the medical professional services required for the emergency services and care of a CH&W member with an excluded diagnosis or a CH&W member whose condition does not meet MHP medical necessity criteria and such services and care do not result in the admission of the member for psychiatric inpatient hospital services. 5. Payment for the professional services of a mental health specialist required for the emergency services and care of a CH&W member with an excluded diagnosis is the responsibility of CH&W.
10. Member and Provider Education	MHP and CH&W will coordinate and determine the training requirements for member and provider access to MHP and CH&W covered mental health services.	CH&W and the MHP, if necessary, will coordinate and determine the training requirements for member and provider access to MHP and CH&W covered mental health services.
11. Grievances and Appeals	1. MHP will share with CH&W the established process for members and providers to register grievances/complaints regarding any aspect of the mental health care services. 2. MHP will ensure that the CH&W members and providers are given an opportunity for reconsideration and appeal for denied, modified or delayed services. 3. MHP will ensure that the CH&W members receive specialty mental health services and prescription drugs while	1. CH&W has in place a written process for the submittal, processing and resolution of all member and provider grievances and complaints which is inclusive of any aspect of the health care services or provision of services. 2. CH&W liaison will coordinate and share the established complaint and grievance process for its CH&W MHP members with the MHP. 3. CH&W will ensure that members and providers are given an opportunity for

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	the dispute is being resolved.	reconsideration and an appeal for denied, modified or delayed services 4. CH&W will ensure that medically necessary services continue to be provided to members while the dispute is being resolved.
12. Emergency and Non-Emergency Medical Transportation	1. Medical transportation services as described in Title 22, Section 51323 are not the responsibility of the MHP except when the purpose of the medical transportation service is to transport a beneficiary from a psychiatric inpatient hospital to another psychiatric inpatient hospital or another type of 24 hour care facility because the services in the facility to which the beneficiary is being transported will result in lower costs to the MHP.	1. CH&W will arrange and pay for transportation of members needing medical transportation from: a. The emergency room for medical evaluation b. A psychiatric inpatient hospital to a medical inpatient hospital required to address the member's change in medical condition c. A medical inpatient hospital to a psychiatric inpatient hospital required to address the member's change in psychiatric condition 2. CH&W will cover and pay for all medically necessary emergency transportation (per CCR Title 22, 51323). Ambulance services are covered when the member's medical condition contraindicates the use of other forms of medical transportation. 3. Emergency medical transportation is covered, without prior authorization, to the nearest facility capable of meeting the medical needs of the patient as per CCR Title 22, 51323. 4. Ambulance, litter van and wheelchair van medical transportation services are covered when the beneficiary's medical and physical condition is such that transport by ordinary means of public or

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CATEGORY	Mental Health PLAN (MHP)	California Health & Wellness (CH&W)
		private conveyance is medically contraindicated, and transportation is required for the purpose of obtaining needed medical care. Ambulance services are covered when the patient's medical condition contraindicates the use of other forms of medical transportation 5. CH&W will cover all nonemergency medical transportation, necessary to obtain program covered services a. When the service needed is of such an urgent nature that written authorization could not have been reasonably submitted beforehand, the medical transportation provider may request prior authorization by telephone. Such telephone authorization shall be valid only if confirmed by a written request for authorization. b. Transportation shall be authorized only to the nearest facility capable of meeting the patient's medical needs 6. CH&W will cover and pay for medically necessary non-emergency medical transportation services when prescribed for a CH&W member by the MHP when authorization is obtained. 7. CH&W will maintain a policy of non-discrimination regarding members with mental disorders who require access to any other transportation services provided by CH&W.

Attachment: C16-006 Original CA Health & Wellness (8181 : Approve Fourth Amendment to CA Health & Wellness Plan)

CATEGORY	Mental Health PLAN (MHP)	California Health & Wellness (CH&W)
13. Consultation	1. MHP encourages the use of the consultation by MHP providers with CH&W PCP providers around specialty mental health issues including consultation around medication issues, in accordance with HIPAA federal and state regulations regarding confidentiality. Per HIPPA Privacy Rule 45 C.F.R. Part 164. 2. For those CH&W members who are included in MHP services, MHP will provide clinical consultation and training to the CH&W PCPs, other LMHPs and/or CH&W staff on the following topics: a. Recommended physical healthcare-based treatment for diagnosed conditions b. Complex diagnostic assessment of mental disorders (e.g., multiple co-occurring diagnosis, atypical symptom patterns) c. Treatment of stabilized but serious and debilitating mental disorders d. Complex psychotropic medications practices (medication interactions, polypharmacy, use of novel psychotropic medication) e. Treatment of complicated sub-syndrome psychiatric symptoms f. Treatment of psychiatric symptoms precipitated by medications used to treat medical conditions g. Treatment of outpatient mental	1. PCP providers will be available to consult with MHP and MHP providers about CH&W members that they both treat, in accordance with HIPAA federal and state regulations regarding confidentiality. Per HIPPA Privacy Rule 45 C.F.R. Part 164. 2. For those CH&W members who meet MHP medical necessity criteria and whose psychiatric symptoms will be treated by an MHP provider, CH&W and/or PCP will provide consultation to MHP providers and/or MHP staff on the following topics: a. Acquiring access to covered CH&W medical services b. Treatment of physical symptoms precipitated by medications used to treat mental disorders c. Treatment of complicated sub-syndrome medical symptoms d. Complex medication interactions with medications prescribed by PCP not commonly used in psychiatric specialty practice.

Attachment: C16-006 Original CA Health & Wellness (8181 : Approve Fourth Amendment to CA Health & Wellness Plan)

CATEGORY	Mental Health PLAN (MHP)	California Health & Wellness (CH&W)
	health services that are within the CH&W PCP's scope of practice	

Attachment: C16-006 Original CA Health & Wellness (8181 : Approve Fourth Amendment to CA Health & Wellness Plan)

C19 - 0016

First Amendment of Memorandum of Understanding C16-006 for Coordination of Services

This First Amendment of Memorandum of Understanding C16-006 for coordination of Services is between Colusa County (County), a political subdivision of the State of California, and California Health and Wellness Plan (CH&W), a health maintenance organization.

Background

On January 1, 2016 the parties entered into a memorandum of understanding for the coordination of benefits in accordance with Title 9 of the California Code of Regulations (MOU).

The MOU has a termination date of December 31, 2018.

The parties now want to amend the MOU to extend the termination date to December 31, 2020.

Amendment

The parties agree to amend the MOU effective December 31, 2018 as follows:

1. Section 1 of the MOU is modified to change the termination date of the MOU from December 31, 2018 to December 31, 2020.

COUNTY OF COLUSA

Date: 1/8/19

Gary J. Evans, Board Chair

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

CALIFORNIA HEALTH AND WELLNESS PLAN

Date: 1/29/19

Signature

Abbie Totten, Medi-Cal Program Officer

Printed Name and Title

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

by Melissa Kitts

Melissa Kitts, Deputy

Attachment: C19-006 1st Modification CA Health & Wellness (8181 : Approve Fourth Amendment to CA Health & Wellness Plan)

Second Amendment of Memorandum of Understanding C16-006 for Coordination of Services

This Second Amendment of Memorandum of Understanding C16-006 for coordination of Services is between Colusa County (County), a political subdivision of the State of California, and California Health and Wellness Plan (CH&W), a health maintenance organization.

Background

On January 1, 2016, the parties entered into a memorandum of understanding for the coordination of benefits in accordance with Title 9 of the California Code of Regulations (MOU).

On December 31, 2018, the parties entered into a first amendment extending the termination date from December 31, 2018 through December 31, 2020.

The parties now want to amend the MOU to add an Attachment "B" – "Oversight Responsibilities of the California Health and Wellness Plan and County". All other terms and conditions remain the same.

Amendment

The parties agree to amend the MOU effective June 11, 2019 as follows:

1. Add Attachment "B" – "Oversight Responsibilities of the California Health and Wellness Plan and County".

COUNTY OF COLUSA

Date: 6/11/19

Kent S. Boes, Board Chair

CALIFORNIA HEALTH AND WELLNESS PLAN

Date: 6/25/19

Signature

Abbie Tothen Medi-Cal Program Officer

Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by Patricia R

Patricia Rodriguez, Deputy

Attachment: C19-097 2nd Modification CA Health & Wellness (8181 : Approve Fourth Amendment to CA Health & Wellness Plan)

ATTACHMENT B

OVERSIGHT RESPONSIBILITIES OF THE CALIFORNIA HEALTH AND WELLNESS PLAN AND COUNTY WITH REGARD TO COORDINATION OF MEDI-CAL ALCOHOL AND OTHER DRUG SERVICES

1. The CHWP has responsibility to work with the COUNTY to insure that oversight is coordinated and comprehensive and that the Member's healthcare is at the center of all oversight. Specific processes and procedures will be developed cooperatively with COUNTY, as will any actions required to identify and resolve any issues or problems that arise.

2. The COUNTY will serve as the entity that will be responsible for program oversight, quality improvement, problem and dispute resolution, and ongoing management of the addendum to the existing MOU.

3. The CHWP and COUNTY will formulate a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information. CHWP and COUNTY will determine the final composition of the multidisciplinary teams to conduct this oversight function.

4. The CHWP and the COUNTY will designate as appropriate and when possible the same staff to conduct tasks associated within the oversight and multidisciplinary clinical teams.

SPECIFIC ROLES AND RESPONSIBLITIES

A. Screening, Assessment and Referral

1. Determination of Medical Necessity

a. The COUNTY will follow the medical necessity criteria outlined in Title 22, California Code of Regulations (CCR) for the Drug Medi-Cal (DMC). The DMC shall be available as a benefit for individuals who meet the medical necessity criteria and reside in a County that provides drug Medi-Cal services.

b. The CHWP will be responsible for determining medical necessity as it relates to covered health care benefits, as outlined in 22 CCR51303(a).

c. The CHWP will continue to cover and ensure the provision of primary care and other

Attachment: C19-097 2nd Modification CA Health & Wellness (8181 : Approve Fourth Amendment to CA Health & Wellness Plan)

services unrelated to the alcohol and substance abuse treatment

2. Assessment Process

   a. The CHWP and COUNTY shall develop and agree to written policies and procedures regarding agreed-upon screening, assessment and referral processes.

   b. The COUNTY will have available to the community and to their providers the current version of the American Society of Addiction Medicine (ASAM) Patient Placement Criteria (PPC Adult & Adolescent) crosswalk that identifies the criteria utilized to assist with determining the appropriate treatment level of care to ensure providers are aware of SUD levels of care for referral purposes.

   c. The CHWP providers will ensure a substance use, physical, and mental health screening, including ASAM Level 0.5 SBIRT services for Members, is available.

   d. The CHWP shall identify individuals requiring alcohol and or substance abuse treatment services

3. Referrals

   a. The CHWP and COUNTY shall develop and agree to written policies and procedures regarding referral processes and tracking of referrals, including the following:

      i. The COUNTY will accept referrals from CHWP staff, providers and Members' self-referral for determination of medical necessity for alcohol and other drug services (including outpatient heroin detoxification providers, for appropriate services).

      ii. The CHWP accepts referrals from COUNTY staff, providers and Members' self-referral for physical health services.

B. Care Coordination

1. The CHWP and COUNTY will develop and agree to policies and procedures for coordinating health care for Members enrolled in the CHWP and receiving alcohol and other drug services through COUNTY.

2. An identified point of contact from each party to serve as a liaison and initiate, provide, and maintain the coordination of care as mutually agreed upon in CHWP and COUNTY protocols.

3. Coordination of care for alcohol and other drug treatment provided by COUNTY shall occur in accordance with all applicable federal, state and local regulations.

Attachment: C19-097 2nd Modification CA Health & Wellness (8181 : Approve Fourth Amendment to CA Health & Wellness Plan)

4. The CHWP and COUNTY will promote availability of clinical consultation for shared clients receiving physical health, mental health and/or SUD services, including consultation on medications when appropriate.

5. The delineation of case management responsibilities will be outlined.

6. Regular meetings to review referral, care coordination, and information exchange protocols and processes will occur with COUNTY and CHWP representatives.

7. The CHWP will assist Members in locating available treatment service sites. To the extent that treatment slots are not available within the CHWP service area, CHWP shall pursue placement outside of the area.

8. The CHWP will coordinate services between the primary care providers and the treatment programs

C. Information Exchange

CHWP and COUNTY agree that use or disclosure of Member information qualifying as "protected health information" (PHI), as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), shall be made in accordance with the requirements and any regulations promulgated thereunder (collectively, the HIPAA Rules).

PHI shared under this Addendum shall be the minimally necessary PHI needed to carry out the purposes of this Addendum and is shared for the purpose of treatment, payment and/or health care operations.

Where applicable, any Member information that constitutes "medical information," as that term is defined under the California Confidential Medical Information Act (CMIA), is disclosed in accordance with the requirements of that law; and if the disclosure of Member information would include information and records obtained in the course of providing mental health services from a facility subject to the additional privacy protections under the Lanterman-Petris-Short Act (Lanterman Act) or if it would be information originating from a federally assisted drug abuse program subject to the additional privacy protections provided by 42 C.F.R. Part 2 that identifies a patient as having or having had a SUD, the party making the disclosure will obtain the appropriate authorization(s) or consent(s) required by the Lanterman Act and/or 42 C.F.R. Part 2 from the Member prior to making the disclosure.

The CHWP and COUNTY will develop and agree to information sharing policies and procedures and agreed upon roles and responsibilities for timely sharing of PHI for the

Attachment: C19-097 2nd Modification CA Health & Wellness (8181 : Approve Fourth Amendment to CA Health & Wellness Plan)

purposes of medical and behavioral health care coordination pursuant to Title 22, Title 9, CCR, Section 1810.370(a)(3), the above referenced regulations, and other pertinent state and federal laws governing the confidentiality of mental health, alcohol and drug treatment information.

Each party is responsible for its own compliance obligations under the above referenced regulations.

D. Reporting and Quality Improvement Requirements

The CHWP and COUNTY will have policies and procedures to address quality improvement requirements and reports.

1. Hold regular meetings, as agreed upon by the CHWP and COUNTY, to review the referral and care coordination process and monitor Member engagement and utilization.

E. Dispute Resolution Process

At this time, the CHWP and COUNTY agree to follow the resolution of dispute process in accordance to Title 9, Section 1850.505, and the contract between the Medi-Cal Managed Care Plans and the State Department of Health Care Services (DHCS) and Centers for Medicare & Medicaid Services (CMS). A dispute will not delay Member access to medically necessary services.

F. Telephone Access

The COUNTY must ensure that Members will be able to assess services for urgent or emergency services 24 hours per day, 7 days a week.

The approach will be the "no wrong door" to service access. There will be multiple entry paths for beneficiaries to access alcohol and other drug services. Referrals may come from primary care physicians, providers, CHWP staff, County Departments, and self-referral.

G. Provider and Member Education

The CHWP and COUNTY shall determine the requirements for coordination of Member and provider information about access to CHWP and COUNTY covered services to increase navigation support for beneficiaries and their caregivers.

H. Point of Contact for the MOU Addendum

The Point of Contact for the MOU Addendum will be a designated liaison from both COUNTY and the CHWP.

Attachment: C19-097 2nd Modification CA Health & Wellness (8181 : Approve Fourth Amendment to CA Health & Wellness Plan)

C19-20 221

Third Amendment of Memorandum of Understanding C16-006 for Coordination of Services

This Third Amendment of Memorandum of Understanding C16-006 for coordination of Services is between Colusa County (County), a political subdivision of the State of California, and California Health and Wellness Plan (CH&W), a health maintenance organization.

Background

On January 1, 2016, the parties entered into a memorandum of understanding for the coordination of benefits in accordance with Title 9 of the California Code of Regulations (MOU).

On December 31, 2018, the parties entered into a first amendment extending the termination date from December 31, 2018 through December 31, 2020.

On June 11, 2019, the parties entered into a second amendment to add an Attachment "B" – "Oversight Responsibilities of the California Health and Wellness Plan and County".

The parties now want to amend the MOU to extend the termination date and add an Attachment "C" – "Autism Spectrum Disorder Services". All other terms and conditions remain the same.

Amendment

The parties agree to amend the MOU effective December 15, 2020 as follows:

1. Section 1 of the MOU is modified to change the termination date of the MOU from December 31, 2020 to December 31, 2022.

2. Add Attachment "C" – "Autism Spectrum Disorder Services".

COUNTY OF COLUSA

Date: 12/15/20

Denise J. Carter, Board Chair

CALIFORNIA HEALTH AND WELLNESS PLAN

Date: 12/17/2020

Signature

Abbie Totten, Medi-Cal Program Officer

Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by

Melissa Kitts, Deputy

Attachment: C20-221 3rd Modification CA Health Wellness Plan (8181 : Approve Fourth Amendment to CA Health & Wellness Plan)

ATTACHMENT C

AUTISM SPECTRUM DISORDER SERVICES

The Department of Health Care Services has provided new guidance on Autism Spectrum Disorder (ASD) as it is described in DSM -5. Autism and associated disorders on the spectrum (ASD) such as Asperger's Disorder Rhett's Disorder and Pervasive Developmental Disorder have historically been excluded disorders for specialty mental health services. The new guidance is that ASD is now eligible to receive specialty mental health services as appropriate such as in the case of persons with high functioning ASD which was previously referred to as Asperger's Disorder. To be clear, specialty mental health services cannot be used to treat ASD per se, but can be effective in treating such associated disorders as anxiety or depression related to the ASD, or co-morbid disorders such as ADHD. Colusa County Behavioral Health has a history of treating these associated disorders for persons with high functioning ASD and will continue to provide services as long as they are effective and provide a tangible benefit for the consumer.

Since the provision of specialty mental health services would be provided to persons with ASD on a case by case basis it is recommended that the guidelines provided in the DSM-5 be used to inform the referral process. For example: When diagnosing ASD 299.00 (F84.0) the clinician must specify current severity related to deficits in social communication and social interaction. These deficits may present as restricted or repetitive patterns of behavior. Given that ASD is essentially a neurodevelopmental behavior disorder behavioral interventions such as Applied Behavioral Analysis (ABA) and other behavior shaping interventions would be the first order interventions especially when ASD is first diagnosed. For persons with ASD initial referrals should be made to Managed Care MediCal which offer these behavioral interventions as a covered benefit.

Severity levels as listed in the DSM-5 are described as Level 3 "Requiring **very** substantial support", Level 2 "Requiring substantial support" and Level 1 "Requiring support". Persons with ASD are evaluated on both Social Communication and Restrictive Repetitive Behaviors. For persons diagnosed with ASD to benefit from specialty mental health services they must be receiving the appropriate level of support in the areas of social communication and restrictive repetitive behaviors in order to effectively participate and experience positive outcomes from psychotherapy. The individual must also have no significant intellectual disabilities or developmental delay that would limit their ability to participate in and benefit from therapy. A LPHA should determine that the ASD diagnosis is accurate by ruling out and evaluating for social (pragmatic) communication disorder.

When considering a referral for specialty mental health services the referring entity must first consider if there is another known medical or genetic condition, environmental factors, other neurodevelopmental, mental or behavioral disorder and the severity and level of support needed.

Attachment: C20-221 3rd Modification CA Health Wellness Plan (8181 : Approve Fourth Amendment to CA Health & Wellness Plan)

Intellectual impairment and language impairment should also be considered. In addition, a referral to CCDBH for psychiatric purposes only is an inappropriate referral for beneficiaries with ASD. Finally, level of functioning with current level of support should be evaluated as predictive for expected treatment outcomes.

Attachment: C20-221 3rd Modification CA Health Wellness Plan (8181 : Approve Fourth Amendment to CA Health & Wellness Plan)

COUNTY OF COLUSA, CA

2.5

Request For County Board of Supervisors Action

MEETING DATE: March 1, 2022

DEPARTMENT: Health and Human Services

FROM: Ann Nordyke

SUBJECT: 1st Amendment of C20-137 Grant Agreement – County Medical Services Program Governing Board COVID-19 Emergency Response Grant Program

Approve 1st Amendment to Covid-19 Emergency Response Grant Agreement with the **County Medical Services Program**, and authorize County Administrative Officer to sign.

Detailed Description/Background of request

On 8/04/2020, the County was awarded $100,000.00 by the County Medical Services Program (CMSP) Governing Board for the COVID-19 Emergency Response Grant (CERG). The purpose of the grant was to assist CMSP counties in addressing the needs of various low income populations with or at-risk of COVID-19 conditions. Examples of emergent needs that were funded included:

1. Personal Protection Equipment (PPE), Healthcare Equipment and Supplies.

2. Supportive Quarantine Services.

3. Public Employees Needed for Emergency Response.

4. Non-Profit Human Services Providers Needed for Emergency Response.

5. Public Information and Outreach.

Per the agreement, the County was awarded $50,000.00 and is to request the additional $50,000.00.

The County has exhausted all funding and is seeking reimbursement of the remaining $50,000.00

The amendments are as follows:

1. Section 7 of the Agreement is amended to read as follows: Term. The term of this Agreement shall be from July 1, 2020, to December 30, 2022 unless otherwise extended in writing by mutual consent of the parties.

2. Exhibit A of the Agreement shall be amended to delete reference to any anticipated dates of payment of Grant Funds contained in parentheses therein due to the revisions set forth in this Amendment.

3.This Amendment is effective December 31, 2021.

Prior Board Action

Approved C20-137 on 8/04/2020

Fiscal Impact/Funding Source

Funds are coming from CMSP in the amount of $50,000 with no cost to Colusa County.

Action for the Clerk

Allow County Administrative Officer Wendy G. Tyler to sign the 1st Amendment. Please email an electronically signed copy to CMSP @ grants@cmspcounties.org. Send copy to kirill.obraztsov@countyofcolusa.com for County records.

ATTACHMENTS:

- First Amendment - COVID-19 Emergency Response Grant (CERG)- Extension Colusa DHHS (PDF)
- C20-137 Colusa County CERG Grant_Fully Executed (PDF)

FIRST AMENDMENT
TO GRANT AGREEMENT

COUNTY MEDICAL SERVICES PROGRAM
COVID-19 EMERGENCY RESPONSE GRANT PROGRAM (CERG)

This First Amendment to Grant Agreement ("Amendment") is by and between the County Medical Services Program Governing Board ("Board") and Colusa County Department of Health & Human Services ("Grantee") and amends the County Medical Services Program COVID-19 Emergency Response Grant (CERG) dated effective July 1, 2020, ("Agreement"), by and between Board and Grantee.

Background

A. Board and Grantee previously entered into the Agreement with regard to the County Medical Services Program COVID-19 Emergency Response Grant (CERG) Program.

B. Board and Grantee desire to amend the Agreement to extend the term of the Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

Agreements

1. Section 7 of the Agreement is amended to read as follows:

   Term. The term of this Agreement shall be from July 1, 2020, to December 30, 2022 unless otherwise extended in writing by mutual consent of the parties.

2. Exhibit A of the Agreement shall be amended to delete reference to any anticipated dates of payment of Grant Funds contained in parentheses therein due to the revisions set forth in this Amendment.

3. This Amendment is effective December 31, 2021.

Attachment: First Amendment - COVID-19 Emergency Response Grant (CERG)- Extension Colusa DHHS (8198 : 1st Amendment of C20-137

4. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect the same as if this Amendment had not been executed.

Dated effective December 31, 2021.

BOARD:	GRANTEE:
COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD	
By:_____ Kari Brownstein, Executive Director	By:_____ Title: _____

Attachment: First Amendment - COVID-19 Emergency Response Grant (CERG)- Extension Colusa DHHS (8198 : 1st Amendment of C20-137

CERG-013

C20-137

GRANT AGREEMENT

COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD

COVID-19 EMERGENCY RESPONSE GRANT PROGRAM

between

COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD ("Board")

and

COLUSA COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES

("Grantee")

Effective as of:
July 1, 2020

Attachment: C20-137 Colusa County CERG Grant_Fully Executed (8198 : 1st Amendment of C20-137 COVID-19 Emergency Response Grant)

CERG-013

C20-137

GRANT AGREEMENT

COUNTY MEDICAL SERVICES PROGRAM

COVID-19 EMERGENCY RESPONSE GRANT PROGRAM (CERG)

This Grant Agreement ("Agreement") is by and between the County Medical Services Program Governing Board ("Board") and the County Medical Services Program ("CMSP") participating county on Exhibit A ("Grantee").

A. Conditions of disaster or of extreme peril to the health and safety of persons and property have arisen both internationally and within the United States as a result of the introduction of the novel coronavirus ("COVID-19"), a novel communicable disease which led to California Governor Gavin Newson, to proclaim a State of Emergency for California on March 4, 2020.

B. In response to the COVID-19 pandemic, on April 2, 2020, the Board adopted Resolution 2020-1, declaring the existence of a local emergency as a result of COVID-19 and directing the Board staff to take necessary steps to assist with the protection of life, health and safety.

C. On April 2, 2020, in response to this emergency, the Board approved the funding of the COVID-19 Emergency Response Grant (CERG) Program (the "Pilot Project") for the benefit of participating CMSP counties in accordance with the terms of its Request for Applications for the COVID-19 Emergency Response Grant Program in the form attached as Exhibit B ("RFA").

D. Grantee submitted an Application ("Application") for the Pilot Project in the form attached as Exhibit C (the "Project").

E. Subject to the availability of Board funds, the Board desires to award funds to the Grantee for performance of the Project.

The Board and Grantee agree as follows:

1. Project. Grantee shall perform the Project in accordance with the terms of the RFA and the Application. Should there be a conflict between the RFA and the Application, the RFA shall control unless otherwise specified in this Agreement.

2. Grant Funds.

A. Payment. Subject to the availability of Board funds, the Board shall pay Grantee the amounts in the time periods specified in Exhibit A ("Grant Funds") within thirty (30) calendar days of the Board's receipt of an invoice from Grantee for the Project, as described in Exhibit A. Neither the Board nor CMSP shall be responsible for funding additional Project costs, any future COVID-19 Emergency Response Grant Program, any Pilot Projects or any services provided outside the scope of the Pilot Project.

Attachment: C20-137 Colusa County CERG Grant_Fully Executed (8198 : 1st Amendment of C20-137 COVID-19 Emergency Response Grant)

C20-137

B. Refund. If Grantee does not spend the entire Grant Funds for performance of the Project within the term of this Agreement, then Grantee shall refund to the Board any unused Grant Funds no later than ninety (90) days after the one (1) year anniversary of the Effective Date.

C. Possible Reduction in Amount. The Board may, within its sole discretion, reduce any Grant Funds that have not yet been paid by the Board to Grantee if Grantee does not demonstrate compliance with the use of Grant Funds as set forth in Section 2.D, below. The Board's determination of a reduction, if any, of Grant Funds shall be final.

D. Use of Grant Funds. As a condition of receiving the Grant Funds, Grantee shall use the Grant Funds solely for the purpose of performance of the Project, and shall not use the Grant Funds to fund Grantee's administrative and/or overhead costs; provided, however, an amount of the Grant Funds equal to or less than fifteen percent (15%) of the total Project expenditures may be used to fund Grantee's administrative and/overhead expenses directly attributed to the Project. Grantee shall provide Board with reasonable proof that Grantee has dedicated the Grant Funds to the Project. Grantee shall refund to the Board any Grant Funds not fully dedicated to the Project no later than ninety (90) days after the one (1) year anniversary of the Effective Date.

E. Coordination of Funds. The Grantee is not required to provide in kind and/or matching funds for receipt of Grant Funds but Grantee shall take appropriate and necessary steps to coordinate the use and expenditure of Grant Funds with other funds Grantee may receive through federal, state, or other allocations provided to address the COVID-19 pandemic for emergency response, preparedness, and support for at-risk populations, including but not limited to persons that are homeless. Such coordination shall be required so that Grant Funds and funds from other sources are utilized by Grantee in a manner that maximizes the potential scope and reach of Grantee's efforts to combat the COVID-19 pandemic and thereby maximizes the effectiveness of the Pilot Project.

3. Grantee Data Sheet. Grantee shall complete and execute the Grantee Data Sheet attached as Exhibit D ("Grantee Data Sheet"). Board may, within its sole discretion, demand repayment of any Grant Funds from Grantee should any of the information contained on the Grantee Data Sheet not be true, correct or complete.

4. Board's Ownership of Personal Property. If Grantee's Application anticipates the purchase of personal property such as computer equipment or computer software with Grant Funds, then this personal property shall be purchased in Grantee's name and shall be dedicated exclusively to the Grantee's health care or administrative purposes. If the personal property will no longer be used exclusively for the Grantee's health care or administrative purposes, then Grantee shall, immediately upon the change of use, pay to the Board the fair market value of the personal property at the time of the change of use. After this payment, Grantee may either keep or dispose of the personal property. Grantee shall list all personal property to be purchased with Grant Funds on Exhibit A. This paragraph 4 shall survive the termination or expiration of this Agreement.

Attachment: C20-137 Colusa County CERG Grant_Fully Executed (8198 : 1st Amendment of C20-137 COVID-19 Emergency Response Grant)

C20-137

5. Authorization. Grantee represents and warrants that this Agreement has been duly authorized by Grantee's agency submitting the Application (the "Applicant") and the person executing this Agreement is duly authorized by the Applicant to execute this Agreement on the Applicant's behalf. Grantee's County Administrative Officer or his/her designee ("CAO") shall also execute this Agreement on Grantee's behalf. In addition, Grantee shall seek Grantee's board of supervisor's approval or ratification of this Agreement and the execution by the CAO and the Applicant within sixty (60) days of the Effective Date. Should this Agreement and the execution of the CAO and the Applicant not be approved or ratified by Grantee's board of supervisors within such time, Board shall not provide, and shall not be obligated to provide, any additional funding under this Agreement for any reason unless Grantee provides Board with evidence acceptable to Board of Grantee's board of supervisor's approval or ratification before six (6) months after the Effective Date.

6. Interim and Final Progress and Project and Expenditure Reporting. Grantee shall provide an interim project and expenditure report ("Interim Report") and a final project and expenditure report ("Final Report") documenting the use of Grant Funds and such other matters as requested by the Board in a form specified by the Board. Grantee shall provide to Board the Interim Report no later than February 28, 2021. Grantee shall provide to Board the Final Report no later August 30, 2021.

7. Term. The term of this Agreement shall be from July 1, 2020 to December 31, 2021 unless otherwise extended in writing by mutual consent of the parties.

8. Termination. This Agreement may be terminated: (a) by mutual consent of the parties; (b) by either party upon thirty (30) days prior written notice of its intent to terminate; or, (c) by the Board immediately for Grantee's material failure to comply with the terms of this Agreement, including but not limited to the terms specified in paragraphs 2.D through E, 3, 4 5 and 6. Upon termination or expiration of the term, Grantee shall immediately refund any unused Grant Funds to the Board, and shall provide the Board with copies of any records generated by Grantee in performance of the Project and pursuant to the terms of this Agreement.

9. Costs. If any legal action or arbitration or other proceeding is brought to enforce the terms of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

10. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

11. Waiver. To be effective, the waiver of any provision or the waiver of the breach of any provision of this Agreement must be set forth specifically in writing and signed by the giving party. Any such waiver shall not operate or be deemed to be a waiver of any prior or future breach of such provision or of any other provision.

Attachment: C20-137 Colusa County CERG Grant_Fully Executed (8198 : 1st Amendment of C20-137 COVID-19 Emergency Response Grant)

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12. No Third-Party Beneficiaries. The obligations created by this Agreement shall be enforceable only by the parties hereto, and no provision of this Agreement is intended to, nor shall it be construed to, create any rights for the benefit of or be enforceable by any third party, including but not limited to any CMSP client.

13. Notices. Notices or other communications affecting the terms of this Agreement shall be in writing and shall be served personally or transmitted by first–class mail, postage prepaid. Notices shall be deemed received at the earlier of actual receipt or if mailed in accordance herewith, on the third (3rd) business day after mailing. Notice shall be directed to the parties at the addresses listed on Exhibit A, but each party may change its address by written notice given in accordance with this Section.

14. Amendment. All amendments must be agreed to in writing by Board and Grantee.

15. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties to it and their respective successors and assigns. Notwithstanding the foregoing, Grantee may not assign any rights or delegate any duties hereunder without receiving the prior written consent of Board.

16. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed by the laws of the State of California.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Dated effective July 1, 2020.

BOARD:

COUNTY MEDICAL SERVICES
PROGRAM GOVERNING BOARD

By: _____
Kari Brownstein, Administrative Officer

GRANTEE:

COLUSA COUNTY DEPARTMENT OF
HEALTH & HUMAN SERVICES
County Administrative Officer:

By _____
Title: CAO

Applicant:

By: _____
Title: Board Chair

Attachment: C20-137 Colusa County CERG Grant_Fully Executed (8198 : 1st Amendment of C20-137 COVID-19 Emergency Response Grant)

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EXHIBIT A

GRANTEE: COLUSA COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES
GRANT FUNDS:

Total Amount To Be Paid to Grantee under Agreement $ 100,000

Amount to Be Paid Upon Execution Of This Agreement (07/01/20): $50,000

Amount To Be Paid Following Receipt of Grantee's Interim Report
(02/28/21): $40,000

Amount To Be Paid On Board's Determination and Acceptance of Grantee's Final Report
(08/30/21): $10,000

If Funds will be Used to Purchase Personal Property, List Personal Property to be Purchased:

_____

_____

_____

NOTICES:

Board:
County Medical Services Program Governing Board
Attn: Anna Allard, Grants Manager
1545 River Park Drive, Suite 435
Sacramento, CA 95815
(916) 649-2631 Ext. 120
(916) 649-2606 (facsimile)

Grantee:
Colusa County Department of Health & Human Services
Attn: Wendy G. Tyler, County Administrative Officer
251 E. Webster Street
Colusa, CA, 95932
(530) 458-0737
(530) 458-0510 (facsimile)

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EXHIBIT B

REQUEST FOR APPLICATIONS

BOARD'S REQUEST FOR APPLICATIONS

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CMSP GOVERNING BOARD

COVID-19 Emergency Response Grant (CERG) Program
REQUEST FOR APPLICATIONS

COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD

I. ABOUT THE COUNTY MEDICAL SERVICES PROGRAM

The County Medical Services Program (CMSP) was established in January 1983, when California law transferred responsibility for providing health care services to indigent adults from the State of California to California counties. This law provided counties with a population of 300,000 or fewer with the option of contracting back with the California Department of Health Services (DHS) to provide health care services to indigent adults.

In April 1995, California law was amended to establish the County Medical Services Program Governing Board (Governing Board) to govern and oversee CMSP. The Governing Board is composed of ten county officials and one ex-officio representative of the Secretary of the California Health and Human Services Agency. The Governing Board sets overall program and fiscal policy for CMSP for the thirty-five California counties that participate in CMSP (CMSP county). CMSP is funded by State Program Realignment revenue (sales tax and vehicle license fees) and County Participation Fees.

The Governing Board operates two benefit programs: CMSP and the Path to Health Pilot Project. CMSP members are medically indigent adults, ages 21 through 64, who are residents of a CMSP county, have incomes less than or equal to 300% of the Federal Poverty Level, and are not eligible for Medi-Cal or Covered California. Path to Health Pilot Project members are undocumented CMSP county residents, ages 26 and older, that are not otherwise eligible for CMSP and are eligible for and enrolled in emergency medical services (restricted scope) under the Medi-Cal program. Beyond CMSP Path to Health, the Governing Board operates various pilot projects and grant programs.

II. ABOUT THE CMSP COVID-19 EMERGENCY RESPONSE GRANT

The CMSP Governing Board seeks to support CMSP counties in responding to the COVID-19 pandemic emergency through the provision of funding to expand the delivery of services that support local preparedness, containment, recovery and response activities in CMSP counties affected by the novel coronavirus. The COVID-19 Emergency Response Grant (CERG) is intended to assist CMSP counties in addressing the needs of various low-income populations with or at-risk of COVID-19 conditions. Applications will be accepted starting April 10, 2020 and no later than August 31, 2020 and awards will be made on a rolling basis.

Examples of emergent needs that could be funded include:

1. **Personal Protection Equipment (PPE), Healthcare Equipment and Supplies:** This includes items such as facemasks, gowns, hand sanitizer, and similar supplies

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and equipment needed to assist public employees, local health care providers, non-profit human services providers, and first-responders in responding to the COVID-19 pandemic.

2. **Supportive Quarantine Services:** This includes items such as hotel vouchers, rent coverage, food, and personal hygiene supplies for uninsured or underserved populations.
3. **Public Employees Needed for Emergency Response:** This includes salary and fringe benefits for existing employees or new limited-term employees of CMSP county public health, health care, and behavioral health departments required to support and provide assistance to low-income individuals affected by the COVID-19 pandemic.
4. **Non-Profit Human Services Providers Needed for Emergency Response:** This includes community-based non-profit organizations providing emergency support to low-income individuals affected by the COVID-19 pandemic, including salaries and fringe benefits for existing or new limited-term employees.
5. **Public Information and Outreach:** This includes development of public messaging regarding COVID-19 services and emergency response, including radio, print, digital and other means of communication.

III. TARGET POPULATIONS

The target populations for CERG funding must focus on one or more of the following population groups within a CMSP county:

1. Uninsured and/or underinsured low-income adult residents seeking health care services and supports in response to COVID-19 conditions;
2. Specific low-income population groups in the county, including adults, identified as most at risk of COVID-19 conditions based upon current county data on risk and need;
3. Publicly supported low-income adult populations, including those on CMSP, Path to Health, Medi-Cal and/or Medicare, seeking health care services and supports in response to COVID-19 conditions;
4. Low-income adult residents with existing health or behavioral health conditions that have housing and/or transportation challenges that impede their ability to obtain necessary health care services and/or necessary shelter to address COVID-19 conditions.

IV. APPLICANT ELIGIBILTY

Lead Agency Applicant Requirements

COVID-19 Emergency Response Grants shall be focused within each CMSP County. They may focus on one geographic region of a county or operate countywide. The 35 CMSP counties are listed in APPENDIX A.

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Only **one** application will be considered from each CMSP County.

The Lead Agency Applicant shall be limited to one of the following CMSP county agencies: County Health and Human Services Agency, County Health Department, County Public Health Department or County Office of Emergency Services.

V. PROGRAM TIMELINE

The CERG program shall provide grant funding for a 12-month period. The following timeline shall guide the program:

04/03/2020	CERG Request for Applications (RFA) Released
04/08/2020	1st CERG RFA Assistance Webinar at 10:00 AM
04/09/2020	2nd CERG RFA Assistance Webinar at 2:00 PM
04/10/2020	CERG Grant Program Applications Accepted (begins)
04/17/2020	Approval of CERG Applications Begins (rolling basis) and Grant Awards Announced (by email and posted on CMSP website)
04/20/2020	Execution of Grant Award Agreements Begins (rolling basis)
08/31/2020	Final Date for Submission of CERG Applications (ends)
11/20/2020	Sixth-Month Grant Progress/Expenditure Reports Due (rolling basis)
05/30/2021	County Project and Expenditure Reports Due (rolling basis after 12 months following execution of Grant Award Agreement)

VI. FUNDING AWARDS

The Governing Board, within its sole discretion, may provide funding to counties participating in CMSP for the COVID-19 Emergency Response Grant activities described in this RFA. As approved by the Governing Board on April 2, 2020 the maximum amount of funding available to each participating CMSP County is presented in APPENDIX A. Further, the Governing Board, within its sole discretion, may release all or some portion of the amounts presented in APPENDIX A. Total funding provided by the Governing Board for the COVID-19 Emergency Response Grant Program may equal up to $10,145,976 for a 12-month grant period.

Unless otherwise determined by the Governing Board, following the Governing Board's approval of a county's COVID-19 Emergency Response Grant Program Application, the CMSP County will receive a total 12-month allocation. One-half (50%) of that amount will be allocated immediately upon execution of the CERG Agreement; forty-percent (40%) will be allocated six months from the Agreement execution date, provided the County submits a required Progress and Expenditure Report; and, ten percent (10%) will be allocated upon receipt of the County's final Project and Expenditure Report. Please refer to APPENDIX B for allowable and unallowable grant expenses.

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VII. FUNDING AWARD DETERMINATION

The Governing Board shall have sole discretion on whether to award funding for a COVID-19 Emergency Response Grant. CERG program applications shall be reviewed to assure that the projects meet necessary standards for receipt of the COVID-19 Emergency Response Grant funding. CERG program applications will be reviewed for completeness in the following areas:

1. Summary of Proposed Grant Funded Activities
   - Description of specific needs to be addressed with grant funding
   - Description of target populations to be served
   - Description of anticipated organizations that will receive funding: eligible county departments and non-profit organizations
   - Description of anticipated services, staff and/or supplies that will be provided by each organization that receives funding (either directly or through subcontract)
2. Budget Request
   - Description of initial proposed use of Grant funds for services, staff and supplies and expected outcomes for each type of expenditure
   - Description of other anticipated COVID-19 funding sources, identified gaps, and coordination of funds
   - Budget (in accordance with the Budget template, APPENDIX E)
3. Data Collection
   - Description of expected data to be collected to demonstrate impact of services provided

VIII. APPLICATION ASSISTANCE

A. RFA Assistance Webinars

To assist CMSP counties, Governing Board staff will conduct four RFA assistance webinars on the following dates and times:

Wednesday, April 8, 2020 at 10:00 AM
Zoom Link:
https://zoom.us/j/778287474?pwd=ZEkyNGJWYWdsa0VUZ1l2SGFsQ21DZz09

Zoom Meeting Number: 778 287 474

Zoom Password: 240783

Thursday, April 9, 2020 at 2:00 PM
Zoom Link:
https://zoom.us/j/243212084?pwd=VHA4TzNqYkVOZUtUOWgxa2RJK2xvZz09

Zoom Meeting Number: 243 212 084

Zoom Password: 190295

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Wednesday, May 13, 2020 at 10:00 AM
Zoom Link:
https://zoom.us/j/97205692455?pwd=T1NTblNISHBBekRvYUUxSjFlUkwzZz09
Zoom Meeting Number: 972 0569 2455

Zoom Password: 464097

Wednesday, June 3, 2020 at 1:00 PM
Zoom Link:
https://zoom.us/j/98391210838?pwd=czN0WFVSR2lkVnpsbnQrU1RMZXJGdz09

Zoom Meeting Number: 983 9121 0838

Zoom Password: 812160

Applicants are encouraged to bring any questions they have regarding the CERG Program requirements and the application process to these webinars.

B. Frequently Asked Questions (FAQ)

Once the application process gets underway, questions that are received by the Governing Board will be given written answers and these questions and answers will be organized into a Frequently Asked Questions (FAQ) document that will be posted on the Governing Board's website under the COVID-19 Emergency Response Grant Program website page.

C. Contact Information

Please direct any questions regarding the RFA to Anna Allard, Grants Manager at aallard@cmspcounties.org or by phone at 916-649-2631 x120.

IX. APPLICATION INSTRUCTIONS & REQUIREMENTS

A. Applications may be submitted beginning April 10, 2020 through August 31, 2020 at 5:00 PM PST.

B. Submit all applications via email to grants@cmspcounties.org. Please include the "County name" and "CERG Application" in the subject line of the email.

C. All applications must be complete at the time of submission and must use the required forms provided. The required forms are available for download on the COVID-19 Emergency Response Grant Program website page.

1. Completed CERG Cover Sheet (APPENDIX C). The cover sheet must be signed by the Applicant Agency and by the County Administrative Officer, or their designee, of the County requesting the CERG.

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i. Please include a PDF of the signed version of the CERG Cover Sheet (APPENDIX C).

ii. Please also include an Excel file of the unsigned version of the CERG Cover Sheet (APPENDIX C).

2. Completed CERG Request Form (APPENDIX D).

3. Completed CERG Budget Template (APPENDIX E). Funding requests must not exceed the maximum funding amount for each CMSP county listed within APPENDIX A. Proposed expenditures must be in alignment with the allowable uses of grant funds listed in APPENDIX B. Administrative and/or overhead expenses cannot equal more than 15% of the total project expenditures.

D. Do not provide any materials that are not requested, as reviewers will not consider the materials.

E. Only **one** application will be considered from each CMSP County.

X. APPENDICES

APPENDIX A: Maximum Funding Amount by CMSP County

APPENDIX B: Allowable Use of Grant Funds

APPENDIX C: CERG Cover Sheet

APPENDIX D: CERG Request Form

APPENDIX E: CERG Budget Template

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EXHIBIT C

APPLICATION

GRANTEE'S APPLICATION

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APPENDIX C: COVER SHEET
CMSP COVID-19 EMERGENCY RESPONSE GRANT (CERG) PROGRAM

1. CMSP County to Be Served: County of Colusa

2. Funding Request:
Requested Amount : $100,000

3. Lead Agency Applicant:
Organization: Department of Health & Human Services Tax ID Number: _____
Applicant's Director: Elizabeth A. Kelly
Title: Director
Address: 251 E. Webster Street
City: Colusa State: CA Zip Code: 95932 County: United States
Telephone: 530-458-0250 Fax: 530-458-0492
Email address: Elizabeth.Kelly@countyofcolusa.com

4. Primary Contact Person (*Serves as lead contact for the project):*
Name: Leslie Culp
Title: Program Manager II
Organization : Department of Health & Human Services
Address: 251 E. Webster Street
City: Colusa State: CA Zip Code: 95932 County: United States
Telephone: 530-458-0867 Fax: 530-458-0492
Email address: Leslie.Culp@countyofcolusa.com

5. Secondary Contact Person (*Serves as alternate contact):*
Name: Elvert Richardson
Title: Staff Services Analyst II
Organization : Department of Health & Human Services
Address: 251 E. Webster Street
City: Colusa State: CA Zip Code: 95932 County: United States
Telephone: 530-458-0868 Fax: 530-458-0492
Email address: Elvert.Richardson@countyofcolusa.com

6. Financial Officer *(Serves as Fiscal representative for the project):*
Name: Christine Fusaro
Title: Staff Services Supervisor
Organization : Department of Health & Human Services
Address: 251 E. Webster Street
City: Colusa State: CA Zip Code: 95932 County: United States
Telephone: 530-458-0258 Fax: 530-458-0492
Email address: Christine.Fusaro@countyofcolusa.com

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CMSP COVID-19 Emergency Response Grant (CERG) Program

Agreement:
By submitting this application for CMSP COVID-19 Emergency Response Grant, the applicant signifies acceptance of the appliant's responsibility to comply with all requirements stated in the Request for application (RFA) authorized by the County Medical Services Program Governing Board (Governing Board). Further, the applicant understands that should the Governing Board award grant funding to the applicant, the Governing Board is not obligated to fund the grant until the applicant submits the correct and complete documents as required for the grant agreement; the Governing Board is otherwise satisfied that the applicant has fully met all Governing Board requirements for receipt of grant funding; and the grant agreement between the Governing Board and the applicant has been fully executed. The Governing Board shall have sole discretion on whether or not to award grant funding of any amount of the applicant.

I declare that I am the authorized representative of the applicant described herein. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Cover Sheet and the attached response to the CMSP COVID-19 Emergency Response Grant is true and correct.

County Administrative Officer

Signature: Wendy G Tyler **Date:** 4/20/20
Name: Wendy G. Tyler
Title: County Administrative Officer
Organization: County of Colusa
Address: 547 Market St. Room 102
City: Colusa State: CA Zip Code: 95932 County: United States
Telephone: (530) 458-0737 Fax: (530) 458-0510
Email address: wtyler@countyofcolusa.com

Lead Agency Director

Signature: [signature] **Date:** 4.20.2020
Name: Elizabeth A. Kelly
Title: Agency Director
Organization: Department of Health & Human Services
Address: 251 E. Webster Street
City: Colusa State: CA Zip Code: 95932 County: United States
Telephone: (530) 458-0285 Fax: (530) 458-0492
Email address: Elizabeth.Kelly@countyofcolusa.com

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APPENDIX D: REQUEST FORM

CMSP COVID-19 EMERGENCY RESPONSE GRANT (CERG) PROGRAM

1) **COUNTY NAME:** ***County of Colusa***

2) **TARGET POPULATION:**

a. Please indicate below which one or more target population(s) the CMSP COVID-19 Emergency Response Grant Program will be focused on by **placing an X** next to the corresponding target population(s).

☒ Uninsured and/or underinsured low-income adult county residents seeking health care services and supports in response to COVID-19 conditions;

☒ Specific low-income population groups in the county identified as most at risk of COVID-19 conditions based upon current data on risk and need;

☒ Publicly supported populations, including those on CMSP, Path to Health, Medi-Cal and/or Medicare, seeking health care services and supports in response to COVID-19 conditions.

☒ Low-income adult residents with existing health or behavioral health conditions that have housing and/or transportation challenges that impede their ability to obtain necessary health care services to address COVID-19 conditions.

Please briefly describe each of the target populations you have identified and the services or interventions that will be supported with CERG funding to address the needs of each of these target populations.

12-15 people who are homeless or at risk of being homeless will be treated and supported in response to COVID-19 through housing, medical services and supplies, transportation and food service if needed. Along with the homeless, 11.5% of the County population, or 2,477 people under 65 are uninsured according to Census data as of July 1, 2019. According to those same statistics, 11% or 2,370 people in Colusa County are in poverty. The Median household income in Colusa County is $6,475 lower than the national median and $14,542 lower than the California median.

If anyone in these populations, low income, under insured and uninsured, come in contact with someone or is diagnosed with COVID-19 portions of this funding will be used. Colusa is a rural county with dozens of miles of open space between isolated towns. By providing gas cards and vouchers, low-income to no income individuals will be able to seek medical assistance through the vouchers and transportation services. Additional costs would include the staff time to support the 12-15 individuals with daily wellness check ins at their location(s), feeding/delivering of food, transporting when necessary.

Senior nutritional programs in Colusa County will receive CERG funding to cover increasing costs of the Senior Congregate Nutrition Program. Colusa County has

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seen a rise in the amount of senior requests for meals and is now serving 136 seniors a day.

3) PROPOSED PARTNER ORGANIZATIONS

Please describe the anticipated organizations that will receive CERG funding including eligible county departments and non-profit organizations.
Colusa County Department of Public Health will receive the majority of funding as they are working on the front lines to prevent the spread of COVID-19 in the county. Public Health will need protective equipment, medical screening tools and may need to purchase emergency response equipment accordingly with such resources.

Most of our Non-Profits are not currently open to the public, but we will continue to collaborate with Butte County Community Action for Commodities Distribution County wide along with our partners at First 5 and the Child Abuse Prevention Council (CAPC), for Food Distribution to our vulnerable and at risk populations.

4) BUDGET REQUEST

a. Applicants are required to complete and submit APPENDIX E: CERG Budget Template.

b. Describe other anticipated COVID-19 funding sources, identified gaps, and how CERG funds will be coordinated with other efforts.
Colusa County was awarded $10,040.60 by the California Business Consumer Services & Housing Agency. Funding can be used for emergency shelter operations, isolation capacity, street outreach & staffing. Any individual who tests positive for COVID-19 and does not have any shelter of their own has the option to stay in a motel for isolation. To support those funds, CERG can purchase food or medical supplies if needed.
The North Valley Community Foundation has awarded Colusa County $5,000.00 in emergency COVID-19 funding, to focus on food security and health care for low-income individuals and families including senior citizens, children and people experiencing homelessness.
Colusa County will include other homeless and low-income health program funding including Housing Disability Assistance Program (HDAP), Homeless Housing Assistance Program (HHAP), California Emergency Solutions & Housing (CESH), Whole Person Care (WPC) and Medi-Cal Health Enrollment Navigators. Additional funding will ensure resources to our no to low income individuals and those who are at most risk within Colusa County.

c. Describe the proposed use of CERG funds for services, staff and supplies and expected outcomes in the six (6) categories provided below. If no activities are proposed for a specific category, please write "CERG funds are not requested". Proposed expenditures must be in alignment with the allowable uses of grant funds listed in APPENDIX B.

Personal Protection Equipment (PPE), Healthcare Equipment and Supplies:
This includes items such as facemasks, gowns, hand sanitizer, and similar supplies and equipment needed to assist public employees, local health care providers, non-profit human services providers, and first-responders in responding to the COVID-19 pandemic.

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The Colusa County Department of Public Health will use $6,200 in CERG funds to purchase Personal Protection Equipment supplies. Supplies will go to Public Health staff along with local health care providers working on the COVID-19 response. The expected outcome is to equip all medical providers who need medical supplies and resources with the tools to serve the public as best they can while limiting the exposure and spread of COVID-19.

Supportive Quarantine Services:

This includes items such as hotel vouchers, rent coverage, food, and personal hygiene supplies for uninsured or underserved populations.

$27,240.00 in CERG funding is set aside for supportive quarantine services. Any uninsured or underinsured low-income or homeless adult who test positive or at risk for COVID19 to be isolated in a local hotel along with daily support from Public Health staff for monitoring purposes. Symptoms monitored until confirmed negative test result come in. Resources include those personal supplies to be provided if warranted. The expected outcome is to have several low income or uninsured persons placed in a hotel and served food, hygiene supplies and medical equipment in support to them for the duration of their isolation.

$16,800 of the $27,240 is the estimated amount needed to provide housing to 12-15 homeless people for 14 days at $80 per night. The County projects to feed 460 individuals including seniors and sheltered individuals at a cost of $6,900. We will have 50 $25 gas cards set aside to help those who live in the remote locations of the county drive to medical appointments. This will cost $1,200. We estimate that 80 individuals will need medical supplies at a cost of $3,200.

Public Employees Needed for Emergency Response:

This includes salary and fringe benefits for existing employees or new limited-term employees of CMSP county public health, health care, and behavioral health departments required to support and provide assistance to low-income individuals affected by the COVID-19 pandemic.

Public Health Nurse II Salary and Benefits are $118,926 x 41% FTE for Communicable Diseases/COVID-19 Response = $48,760 (See Public Employees Needed for Emergency Response on detail budget). Salary & benefits for Public Health staff working the COVID-19 response will come from CERG. Travel and training costs would be included as well as food and drinks for trainings attended. Public Health employees may be able to purchase or rent any necessary emergency response equipment.

Non-Profit Human Services Providers Needed for Emergency Response:

This includes community-based non-profit organizations providing emergency support to low-income individuals affected by the COVID-19 pandemic, including salaries and fringe benefits for existing or new limited-term employees.

Most of our Non-Profits are not currently open to the public, but we will continue to collaborate with Butte County Community Action for Commodities Distribution County wide along with our partners at First 5 and the Child Abuse Prevention Council (CAPC), for Food Distribution to our vulnerable and at risk populations.

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Public Information and Outreach:

This includes development of public messaging regarding COVID-19 services and emergency response, including radio, print, digital and other means of communication.

Colusa County has contracted with a Public Information firm to update the County website, along with submitting Public Service Announcements in print, digital media and television, which includes Public Health outreach media efforts. Updates about the Shelter in Place ordinance, County virus statistics and important Public Health messaging will be part of the Public Information submissions through the community. The expected outcome is to have an informed populace that is aware of the COVID-19 situation in the county and have access to needed resources.

Administration/Overhead Expenses:

Administrative and/or overhead expenses cannot equal no more than 15% of the total project expenditures.

Administration of the program will consist of a grant Program Manager and Budget Manager. Their work will include the writing of the grant, program implementation and supports, and budget oversight, which will also include reporting to the CMSP CERG Board. Administrative costs break down as follows.

Administration Costs: $9,327.27
Leslie Culp, Program Manager II
Total Salary and Benefits $154,906.80 x 2.5% FTE =$3,872.67
Elvert Richardson, Staff Services Analyst II
Total Salary and Benefits $109,092.10 x 5% FTE =$5,454.60
Overhead Costs =$5,672.73

5) DATA COLLECTION AND REPORTING

Describe the expected data to be collected to document the services provided with CERG funding and to demonstrate the impact of services provided. Also, please identify the lead staff person(s) responsible for preparation of the required progress and expenditure reporting.

Our findings and results will support the idea that improving the availability of health care, housing and food is often a community's best line of defense against disease. Data will be collected on the amount of people moved into isolation shelter. Information gathered will include age, race, geographic area and income level. We anticipate that 12-15 homeless citizens will seek food and medical treatment for COVID-19 and all demographic data will be collected when service is provided. We anticipate that our Senior Congregate Meal program will serve over 130 senior individuals who are on Medicare, uninsured, or have been asked to shelter in place during the COVID19 travel restrictions due to age and risk of disease. All demographic data will be collected to identify any trends or patterns in those requesting help. Any uninsured seniors will be given assistance obtaining medical insurance. Data will be collected of personal protective equipment purchased and distributed. $6,200 for medical supplies including PPE. The specific medical centers receiving supplies will be tracked. We expect to spend all of the money on supplies for our nursing staff on the front lines. Leslie Culp, Program Manager will be the lead staff person responsible for preparation of the required progress and expenditure reporting.

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6) APPLICATION CHECK LIST

- ☒ Only **one** application will be considered from each CMSP County.
- ☒ Please read the CMSP COVID-19 Emergency Response Grant (CERG) Program Request for Applications available at https://www.cmspcounties.org/covid-19-county-grants/.
- ☒ Applications may be submitted beginning April 10, 2020 through June 10, 2020 at 5:00 PM PST.
- ☒ Submit application via email to grants@cmspcounties.org. Please include the "County Name" and "CERG Application" in the subject line of the email.
- ☒ Application must be complete at the time of submission and must use the required forms provided.
- ☒ The required forms are available for download:
    - Completed CERG Cover Sheet (APPENDIX C). The cover sheet must be signed by the Applicant Agency and by the County Administrative Officer, or their designee, of the County requesting the CERG.
        - Please include a PDF of the signed version of the CERG Cover Sheet (APPENDIX C).
        - Please also include an Excel file of the unsigned version of the CERG Cover Sheet (APPENDIX C).
    - Completed CERG Request Form (APPENDIX D).
    - Completed CERG Budget Template (APPENDIX E).

- ☒ Do not provide any materials that are not requested, as reviewers will not consider the materials.

Attachment: C20-137 Colusa County CERG Grant_Fully Executed (8198 : 1st Amendment of C20-137 COVID-19 Emergency Response Grant)

APPENDIX E: BUDGET TEMPLATE
CMSP COVID-19 EMERGENCY RESPONSE GRANT (CERG) PROGRAM

County: Colusa

Instructions: Please complete the sections shaded in blue. CMSP counties are permitted to apply up to the maximum amount of funding allowed per CMSP county listed in APPENDIX A over a one-year project period. The amount requested cannot exceed the total amount allowed per CMSP county. Please enter your best estimate of funds to be spent in the following six (6) categories. Please refer to APPENDIX B for information regarding allowable and unallowable grant expenses. Administrative and/or overhead expenses cannot equal no more than 15% of the total project expenditures.

In addition to completing this Budget Template, applicants need to describe their requested funds in Section 4 of the CERG Request Form (APPENDIX D). Please be aware that awarded CMSP counties will be required to submit a detailed budget as part of the Sixth-Month Grant Progess/Expenditure Report.

Category	Amount Requested
Personal Protection Equipment (PPE) and Supplies	$ 10,000.00
Supportive Quarantine Services	$ 23,240.00
Public Employees Needed for Emergency Response	$ 48,760.00
Non-Profit Human Services Providers Needed for Emergency Response	
Public Information and Outreach	$ 3,000.00
Administration/Overhead Expenses (limited to 15%)	$ 15,000.00
Total Request	**$ 100,000.00**

C20-137

Attachment: C20-137 Colusa County CERG Grant_Fully Executed (8198 : 1st Amendment of C20-137 COVID-19 Emergency Response Grant)

CERG-013

C20-137

EXHIBIT D

COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD
GRANTEE DATA SHEET

Grantee's Full Name:	COLUSA COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES
Grantee's Address:	COLUSA COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES 251 E. WEBSTER STREET COLUSA, CA, 95932
Grantee's CAO: (Name and Title)	WENDY G. TYLER COUNTY ADMINISTRATIVE OFFICER
Grantee's Phone Number:	(530) 458-0737
Grantee's Fax Number:	(530) 458-0510
Grantee's Email Address:	wtyler@countyofcolusa.com
Grantee's Tax Id# [EIN]:	94-6000508

I declare that I am an authorized representative of the Grantee described in this Form. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Form is true and correct.

GRANTEE: COLUSA COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES
County Administrative Officer:

By: _____
Title: CAO

Applicant:

By: _____
Title: Board Chair

Attachment: C20-137 Colusa County CERG Grant_Fully Executed (8198 : 1st Amendment of C20-137 COVID-19 Emergency Response Grant)

APPENDIX E: BUDGET TEMPLATE
CMSP COVID-19 EMERGENCY RESPONSE GRANT (CERG) PROGRAM

County: Colusa

Instructions: Please complete the sections shaded in blue. CMSP counties are permitted to apply up to the maximum amount of funding allowed per CMSP county listed in APPENDIX A over a one-year project period. The amount requested cannot exceed the total amount allowed per CMSP county. Please enter your best estimate of funds to be spent in the following six (6) categories. Please refer to APPENDIX B for information regarding allowable and unallowable grant expenses. Administrative and/or overhead expenses cannot equal no more than 15% of the total project expenditures.

In addition to completing this Budget Template, applicants need to describe their requested funds in Section 4 of the CERG Request Form (APPENDIX D). Please be aware that awarded CMSP counties will be required to submit a detailed budget as part of the Sixth-Month Grant Progess/Expenditure Report.

Category	Amount Requested
Personal Protection Equipment (PPE) and Supplies	$ 6,200.00
Supportive Quarantine Services	$ 27,040.00
Public Employees Needed for Emergency Response	$ 48,760.00
Non-Profit Human Services Providers Needed for Emergency Response	
Public Information and Outreach	$ 3,000.00
Administration/Overhead Expenses (limited to 15%)	$ 15,000.00
Total Request	**$ 100,000.00**

C20-137

Attachment: C20-137 Colusa County CERG Grant_Fully Executed (8198 : 1st Amendment of C20-137 COVID-19 Emergency Response Grant)

COUNTY OF COLUSA, CA

2.6

Request For County Board of Supervisors Action

MEETING DATE: March 1, 2022

DEPARTMENT: Health and Human Services

FROM: Kirill Obraztsov

SUBJECT: Approve Amendment Number One to Agreement with Department of Health Care Services for the Medi-Cal County Inmate Program (MCIP) Participation (20-MCIPCOLUSA-06)

Approve Amendment Number One to the Participation Agreement (20MCIPCOLUSA-06) with the **Department of Health Care Services**, and authorize County Administrative Officer to sign.

Detailed Description/Background of request

The Participation Agreement (PA) with the Department of Health Care Services is to permit the County to voluntarily participate in the Medi-Cal County Inmate Program (MCIP). Welfare & Institutions Code sections 14053.7, 14053.8 and Penal Code section 5072 authorize this PA. This Program provides Medi-Cal coverage for inmates who become hospitalized. The purpose of the Agreement is for the county to reimburse DHCS its apportioned share of the nonfederal share of the administrative costs incurred by DHCS for the administration of MCIP.

The Addendum to the PS adds Article XVI - Alternative Formatting that assures the state that County of Colusa complies with ADA, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Prior Board Action

C20-071

Fiscal Impact/Funding Source

No financial impact for this amendment.

Action for the Clerk

Allow County Administrative Officer, Wendy G. Tyler, to sign. Return a copy of the signed addendum by March 1, 2022 electronically via the IMCU inbox at DHCSIMCU@dhcs.ca.gov.

ATTACHMENTS:

- Colusa Alternative Formatting Addendum (PDF)
- C20-071 State of CA Dept of Health Care Services Medi-Cal County Inmate Program (MCIP) (20MCIPCOLUSA-06) (PDF)

AMENDMENT NO. 1

COUNTY-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES
ADDENDUM TO
PARTICIPATION AGREEMENT

County: Colusa 20-MCIPCOLUSA-06

The Department of Health Care Services (DHCS) and County of Colusa agree that effective January 1, 2022; the addendum is incorporated into and hereby amends the Participation Agreement 20-MCIPCOLUSA-06:

ARTICLE XVI – ALTERNATIVE FORMATTING

A. The County of Colusa assures the state that it complies with the ADA, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

B. County of Colusa will ensure that deliverables developed and produced pursuant to this Agreement comply with federal and state laws, regulations or requirements regarding accessibility and effective communication, including the Americans with Disabilities Act (42 U.S.C. § 12101, et. seq.), which prohibits discrimination on the basis of disability, and section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)). Specifically, electronic and printed documents intended as public communications must be produced to ensure the visual-impaired, hearing-impaired, and other special needs audiences are provided material information in the formats needed to provide the most assistance in making informed choices. These formats include but are not limited to braille, large font, and audio.

Except as amended herein, all other terms and conditions of the PA 20-MCIPCOLUSA-06 shall remain in full force and effect.

Attachment: Colusa Alternative Formatting Addendum [Revision 1] (8203 : Modification #1, Addendum to Participation Agreement County-

Contract's Authorized Person's Signature

Print Name

Title

Address

Date

California Department of Health Care Services
Authorized Contact Person's Signature

Print Name

Chief, Local Governmental Financing Division
Title

Department of Health Care Services
Name of Department

1501 Capitol Avenue, MS 2628, Sacramento, CA 95899-7413
Address

Date

Attachment: Colusa Alternative Formatting Addendum [Revision 1] (8203 : Modification #1, Addendum to Participation Agreement County-

C20-071

2.6.b

State of California—Health and Human Services Agency
Department of Health Care Services
Medi-Cal County Inmate Program (MCIP)

Participation Agreement 20-MCIPCOLUSA-06

County Name County of Colusa

ARTICLE I – STATEMENT OF INTENT

The purpose of this Participation Agreement (PA) between the Department of Health Care Services (DHCS) and the County of Colusa (County) is to permit the County to voluntarily participate in the Medi-Cal County Inmate Program (MCIP)

ARTICLE II - AUTHORITY

This PA is authorized by Welfare and Institutions Code sections 14053 7, 14053 8, and Penal Code section 5072

ARTICLE III – TERM AND TERMINATION OF THE AGREEMENT

1 This PA is effective on July 1, 2020 (date).

2 This PA will remain in effect until terminated by either party pursuant to and in accordance with the requirements and conditions set forth in this PA

3 Termination Without Cause

Either party may terminate this PA without cause, and terminate the participation of the Count in MCIP by issuing at least a 30 day prior written notification to the other party of the intent to terminate Notice of termination shall result in the County's immediate withdrawal from MCIP on the termination date and exclusion from further participation in MCIP unless and until such time as the County's participation is reinstated by DHCS in MCIP The County shall remain obligated to pay for the non-federal share of all MCIP services provided to the County

4 Termination With Cause

If the County fails to comply with any of the terms of this PA, DHCS may terminate this PA for cause effective immediately by providing written notice to the County's representative listed below Furthermore, DHCS may terminate this PA for cause if DHCS determines that the County does not meet the requirements for participation in MCIP, the County has not submitted a valid reimbursement claim, or that the County is unable to certify that the claims are eligible for federal funds Termination for cause will result in the County's immediate withdrawal and exclusion from further participation in the MCIP

Attachment: C20-071 State of CA Dept of Health Care Services Medi-Cal County Inmate

The conviction of an employee, subcontractor, or authorized agent of the County, or of an employee or authorized agent of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee, agent, or subcontractor, or employee or agent of a subcontractor, from participation in MCIP Failure of the County to exclude a convicted individual from participation in MCIP shall constitute a breach of this agreement for which DHCS may terminate this PA.

DHCS may terminate this PA in the event that DHCS determines that the County, or any employee or contractor working with the County has violated the laws, regulations or rules governing MCIP

In cases where DHCS determines in its sole discretion that the health and welfare of Medi-Cal beneficiaries or the public is jeopardized by continuation of this PA, this PA shall be terminated effective the date that DHCS made such determination After termination of the PA, any overpayment must be returned to DHCS pursuant to Welfare and Institutions Code sections 14176 and 14177.

Finally, this PA will terminate automatically upon the termination of the County's MCIP *Administrative Service Agreement*

ARTICLE IV – PROJECT REPRESENTATIVES

County of Colusa
Elizabeth A Kelly, Director, Colusa County Department Health & Human Services
50 Douglas Drive, 315-A,
Martinez, CA 94553
Telephone (530) 458-0250
E-Mail Elizabeth.Kelly@countyofcolusa com

Shelly Taunk, Chief
County-Based Claiming and Inmate Services Section
Telephone (916) 345-7934
Fax (916) 324-0738
E-Mail Shelly Taunk@dhcs ca gov

Direct all inquiries and notices to

Inmates Medi-Cal Claiming Unit
Local Governmental Financing Division
1501 Capitol Ave , MS 4603
P O Box 997436
Sacramento, CA 95899-7436
Telephone. (916) 345-7895
E-Mail: DHCSIMCU@dhcs ca gov

Attachment: C20-071 State of CA Dept of Health Care Services Medi-Cal County Inmate

26605 8, and Penal Code 5072 within 60 days of receipt of an invoice from DHCS, which specifies both the total federally claimable cost and the nonfederal share of the total cost, for payments DHCS has made to providers. The DHCS invoice shall not contain and the County shall not compensate DHCS for MCIP services provided by Medi-Cal providers where the County incurs the cost of providing MCIP services and claims them through the CPE process as outlined specifically for Designated Public Hospitals (DPHs). The County shall not reimburse DHCS for the nonfederal share of services as Certified Public Expenditures (CPEs) of DPHs

2 DHCS shall submit to the County a quarterly invoice for MCIP services that identifies the nonfederal share amount, and a report that contains information regarding paid claims dat for the quarter, including information identifying the provider of services and the beneficiar the recipient aid code, and amount of reimbursement, and other information that may be agreed to between the parties

If after comparing its owed nonfederal share to payments actually made, the County has overpaid DHCS, and the amount is undisputed DHCS shall refund the overpayment to the County within 180 days of receipt of an invoice containing the same information from the County This refund may be made by offsetting the amount against the County's next quarterly payment due to DHCS

3 DPHs, in MCIP participating counties may submit claims and follow the CPE process whic includes a pricing methodology established on an annual basis These DPHs are paid using Federal Financial Participation (FFP) only.

ARTICLE VI – COUNTY RESPONSIBILITIES

1. Except as provided in subdivision (f) of this section, the County is responsible for reimbursing DHCS for the nonfederal share of MCIP services paid by DHCS

   a The County may pay a Medi-Cal provider to the extent required by or otherwise permitted by state and federal law to arrange for services for Medi-Cal beneficiaries Such additional amounts shall be paid entirely with county funds, and shall not be eligible for Social Security Act Title XIX FFP

   b If DHCS pays the Medi-Cal provider more than what the County would have paid for services rendered, the County cannot request and receive the difference from the Med Cal provider

   c If the County would have paid the Medi-Cal provider less than what DHCS paid the Medi-Cal provider, the County is still obligated to reimburse DHCS for the nonfederal share of DHCS' payment for the MCIP services

   d In the event that FFP is not available for any MCIP service claimed pursuant to this PA the County shall be solely responsible for arranging and paying for the MCIP service

Attachment: C20-071 State of CA Dept of Health Care Services Medi-Cal County Inmate

e. If the Centers for Medicare & Medicaid Services (CMS) determines an overpayment ha occurred including the application of any federal payment limit that reduces the amount of FFP available then DHCS shall seek the overpayment amount from the provider, return the collected FFP to CMS, and return the collected nonfederal share to the County In the event that DHCS cannot recover the overpayment from the Medi-Cal provider, the County shall pay DHCS an amount equal to the FFP portion of the unrecovered amount to the extent that Section 1903(d)(2)(D) of the Social Security Act is found not to apply

f The County is not responsible for reimbursing DHCS for the nonfederal share of expenditures for MCIP services provided by DPHs when those services are reimbursed under the CPE process because DHCS is not responsible for the nonfederal share of expenditures for MCIP services reimbursed in the CPE process

2 If CMS determines DHCS claimed a higher Federal Medical Assistance Percentage (FMAP) rate than is allowed and FFP is reduced by CMS then the County shall hold DHCS harmless for the return of the FFP to CMS

3 Upon the County's compliance with all applicable provisions in this PA and applicable laws the County may send its MCIP-eligible beneficiaries to Medi-Cal providers to receive MCIP services

4 The County understands and agrees that the overall nature of the medical facilities in whic an inmate receives medical services must be one of community interaction such that members of the general public may be admitted to receive services and admission into the medical facility or into specific beds within the facility is not limited to individuals under the responsibility of a correctional facility, and that inmates are admitted to specific medical units based not on their statutes as inmates of a correctional institution, but rather on their treatment needs and plan of care

5. Ensure that an appropriate audit trail exists within records and accounting system and maintain expenditure data as indicated in this PA

6 The County agrees to provide to DHCS or any federal or state department with monitoring or reviewing authority, access and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, rules and regulations, and this PA

7 In the event of any federal deferral or disallowance applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within 14 days

8 The County shall assist with the completion and delivery of completed Medi-Cal applications to the County Welfare Department within 90 days after the date of admission of the beneficiary to a Medi-Cal provider off of the grounds of the County correctional facility resulting in an expected stay of more than 24 hours

Attachment: C20-071 State of CA Dept of Health Care Services Medi-Cal County Inmate

9 As a condition of participation in MCIP, and in recognition of revenue generated by MCIP, the County shall pay quarterly administrative costs directly to DHCS

a The quarterly administrative costs payment shall be used to cover DHCS' administrative costs associated with MCIP, including, but not limited to, claims processing, technical assistance, and monitoring DHCS shall determine and report staffing requirements upon which projected costs will be based

b The amount of the administrative costs shall be based upon the anticipated state salaries, benefits, operating expenses, and equipment necessary to administer MCIP and other costs related to that process

c The County shall enter in to a separate agreement with DHCS to reimburse DHCS for the administrative costs of administering MCIP.

ARTICLE VII – DHCS RESPONSIBILITIES

1 DHCS shall pay the appropriate Medi-Cal fee-for-service rate to Medi-Cal providers that directly bill DHCS for MCIP services rendered to the County's MCIP eligible beneficiaries and seek FFP for these service claims DHCS shall be responsible to pay such Medi-Cal providers only to the extent the County commits to reimburse DHCS for the nonfederal share of all federally reimbursable MCIP claims and for which FFP is available and obtained by DHCS for the MCIP service claims

2 DHCS shall maintain accounting records to a level of detail which identifies the actual expenditures incurred for MCIP services, the services provided, the county responsible, the specific MCIP-eligible beneficiary treated, the MCIP-eligible beneficiaries aid code, and the specific provider billing.

3 DHCS shall submit claims in a timely manner to CMS to draw down FFP and shall distribute FFP for all eligible claims

4 DHCS shall

a Ensure that an appropriate audit trail exists within records and accounting system and maintain expenditure data as indicated in this PA

b Designate a person to act as liaison with the County concerning issues arising under this PA This person shall be identified to the County's contact person for this PA

c Provide a written response by email or mail to the County's contact person within 30 days of receiving a written request for information related to MCIP

d. With each quarterly administrative cost invoice, provide a paid claim analysis report to the County regarding MCIP claims submitted by providers for the County's MCIP-eligible beneficiaries This analysis shall be used to determine the amount of the non-federal share that the County is obligated to pay under this PA

Attachment: C20-071 State of CA Dept of Health Care Services Medi-Cal County Inmate

5. Should the services to be performed under this PA conflict with DHCS' responsibilities unde federal Medicaid law, those responsibilities shall take precedence

6 DHCS' cessation of any activities due to federal Medicaid responsibilities does not relinquish the obligation of the County to reimburse DHCS for MCIP services incurred by DHCS in connection with this PA for periods in which the County participated in MCIP

7 DHCS agrees to provide to the County, or any federal or state department with monitoring or reviewing authority, access and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, rules and regulations, and this PA

ARTICLE VIII – FISCAL PROVISIONS

1 DHCS will invoice the County quarterly at the address above Each invoice shall include th agreement number and supporting documentation for the previous quarter's paid claims

2 Counties are required to sign and submit the MCIP Certification and Hold Harmless by an authorized county representative to DHCS annually to ensure the County is providing efficient oversight of federal expenditures

ARTICLE IX – BUDGET CONTIGENCY CLAUSE

1 It is mutually agreed that if the State Budget Act of the current State Fiscal Year (SFY) and any subsequent SFYs covered under this PA does not provide sufficient funds for MCIP, this PA shall be of no further force and effect In this event, the DHCS shall have no liabilit to pay any funds whatsoever to the County or to furnish any other considerations under th PA and the County shall not be obligated to perform any provisions of this PA.

2 If funding for any SFY is reduced or deleted by the State Budget Act for purposes of MCIP DHCS shall have the option to either cancel this PA, with no liability occurring to DHCS, or offer an agreement amendment to the County to reflect the reduced amount

ARTICLE X – LIMITATION OF STATE LIABILITY

1 In the event of a federal audit disallowance, the County shall cooperate with DHCS in replying to and complying with any federal audit exception related to MCIP The County shall assume sole financial responsibility for any and all federal audit disallowances relate to the rendering of services under this PA The County shall assume sole financial responsibility for any and all penalties and interest charged as a result of a federal audit disallowance related to the rendering of services under this PA The amount of the federal audit disallowance, plus interest and penalties shall be payable on demand from DHCS

2 To the extent that a federal audit disallowance and interest results from a claim or claims for which the Medi-Cal provider has received reimbursement for MCIP services under this PA, DHCS shall recoup from the Medi-Cal provider, upon written notice of 60 days after the

Attachment: C20-071 State of CA Dept of Health Care Services Medi-Cal County Inmate

completion of an audit or other examination that results in the discovery of an overpayment per Welfare and Institutions Code section14172 5), amounts equal to the amount of the disallowance and interest in that state fiscal year for the disallowed claim, less the amounts already remitted to or recovered by DHCS

ARTICLE XI – AMENDMENT

1 This PA and any exhibits attached hereto, along with the MCIP Administrative Agreement shall constitute the entire agreement among the parties regarding MCIP and supersedes any prior or contemporaneous understanding or agreement with respect to MCIP and may be amended only by a written amendment to this PA

2 Changes to the project representatives may be made via written communication including email by either party and shall not constitute a formal amendment to the PA

ARTICLE XII – GENERAL PROVISIONS

1 None of the provisions of this PA are or shall be construed as for the benefit of, or enforceable by any person not a party to this PA

2 The interpretation and performance of this PA shall be governed by the State of California The venue shall lie only in counties in which the California Attorney General maintains an office

DHCS and the County shall maintain and preserve all records relating to this PA for a period of three years from DHCS' receipt of the last payment of FFP or until three years after all audit findings are resolved, whichever is later This does not limit any responsibilities held by DHCS or the County provided for elsewhere in this PA, or in state federal law

ARTICLE XIII – INDEMNIFICATION

It is agreed that the County shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all claims liability, loss or expense (including reasonable attorney fees) for injuries or damage to any person or property which arise out of the terms and conditions of this PA and the negligent and intentional acts or omissions of the County, its officers, employees, or agents

ARTICLE XIV – AVOIDANCE OF CONFLICTS OF INTEREST

The County is subject to compliance with the Medi-Cal Conflict of Interest Law, as applicable and se forth in Welfare and Institutions Code section 14022, and Article 1 1 (commencing with Welfare and Institutions Code section 14047), and implemented pursuant to 22 California Code of Regulations, section 51466

ARTICLE XV – CONFIDENTIALITY

Attachment: C20-071 State of CA Dept of Health Care Services Medi-Cal County Inmate

The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act, 42 Code of Federal Regulations, part 431 300, Welfare and Institutions Code section 14100 2, and 22 California Code of Regulations, section 51009, and, the Business Associates Agreement hereby incorporated by reference

THIS SPACE INTENTIONALLY LEFT BLANK

Attachment: C20-071 State of CA Dept of Health Care Services Medi-Cal County Inmate

Medi-Cal County Inmate Program Participation Agreement 20-MCIPCOLUSA-06
County: Colusa

The signatories to this PA warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entities.

County Name: County of Colusa

Wendy G. Tyler
Name of Authorized Representative
(Person legally authorized to bind contracts for the County)

County Administrative Officer
Title of Authorized Representative

Wendy G Tyler
Signature of Authorized Representative

5/5/2020
Date

STATE OF CALIFORNIA – DEPARTMENT OF HEALTH CARE SERVICES

Robert Ducay
Signature of the DHCS Authorized Representative

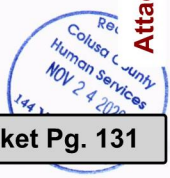
Robert Ducay
Typed or Printed Name of the DHCS Authorized Representative

Asst. Deputy Dir., HCF
Typed or Printed Title of the DHCS Authorized Representative

6/24/2020
Date

Attachment: C20-071 State of CA Dept of Health Care Services Medi-Cal County Inmate Program (MCIP) (20MCIPCOLUSA-06) (8203 : Modification

Attachment: C20-071 State of CA Dept of Health Care Services Medi-Cal County Inmate



C20-071

State of California—Health and Human Services Agency
Department of Health Care Services
Medi-Cal County Inmate Program (MCIP)
Participation Agreement 20-MCIPCOLUSA-06

County Name: County of Colusa

ARTICLE I – STATEMENT OF INTENT

The purpose of this Participation Agreement (PA) between the Department of Health Care Services (DHCS) and the County of Colusa (County) is to permit the County to voluntarily participate in the Medi-Cal County Inmate Program (MCIP).

ARTICLE II - AUTHORITY

This PA is authorized by Welfare and Institutions Code sections 14053.7, 14053.8, and Penal Code section 5072.

ARTICLE III – TERM AND TERMINATION OF THE AGREEMENT

1 This PA is effective on July 1, 2020 (date).

2. This PA will remain in effect until terminated by either party pursuant to and in accordance with the requirements and conditions set forth in this PA.

3. Termination Without Cause:

   Either party may terminate this PA without cause, and terminate the participation of the County in MCIP by issuing at least a 30 day prior written notification to the other party of the intent to terminate. Notice of termination shall result in the County's immediate withdrawal from MCIP on the termination date and exclusion from further participation in MCIP unless and until such time as the County's participation is reinstated by DHCS in MCIP. The County shall remain obligated to pay for the non-federal share of all MCIP services provided to the County.

4. Termination With Cause:

   If the County fails to comply with any of the terms of this PA, DHCS may terminate this PA for cause effective immediately by providing written notice to the County's representative listed below. Furthermore, DHCS may terminate this PA for cause if DHCS determines that the County does not meet the requirements for participation in MCIP, the County has not submitted a valid reimbursement claim, or that the County is unable to certify that the claims are eligible for federal funds. Termination for cause will result in the County's immediate withdrawal and exclusion from further participation in the MCIP.

Attachment: C20-071 State of CA Dept of Health Care Services Medi-Cal County Inmate Program (MCIP) (20MCIPCOLUSA-06) (8203 : Modification

The conviction of an employee, subcontractor, or authorized agent of the County, or of an employee or authorized agent of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee, agent, or subcontractor, or employee or agent of a subcontractor, from participation in MCIP. Failure of the County to exclude a convicted individual from participation in MCIP shall constitute a breach of this agreement for which DHCS may terminate this PA.

DHCS may terminate this PA in the event that DHCS determines that the County, or any employee or contractor working with the County has violated the laws, regulations or rules governing MCIP.

In cases where DHCS determines in its sole discretion that the health and welfare of Medi-Cal beneficiaries or the public is jeopardized by continuation of this PA, this PA shall be terminated effective the date that DHCS made such determination. After termination of the PA, any overpayment must be returned to DHCS pursuant to Welfare and Institutions Code sections 14176 and 14177.

Finally, this PA will terminate automatically upon the termination of the County's MCIP Administrative Service Agreement.

ARTICLE IV – PROJECT REPRESENTATIVES

County of Colusa
Elizabeth A. Kelly, Director, Colusa County Department Health & Human Services
50 Douglas Drive, 315-A,
Martinez, CA 94553
Telephone: (530) 458-0250
E-Mail: Elizabeth.Kelly@countyofcolusa.com

Shelly Taunk, Chief
County-Based Claiming and Inmate Services Section
Telephone: (916) 345-7934
Fax: (916) 324-0738
E-Mail: Shelly.Taunk@dhcs.ca.gov

Direct all inquiries and notices to:

Inmates Medi-Cal Claiming Unit
Local Governmental Financing Division
1501 Capitol Ave., MS 4603
P.O. Box 997436
Sacramento, CA 95899-7436
Telephone: (916) 345-7895
E-Mail: DHCSIMCU@dhcs.ca.gov

Attachment: C20-071 State of CA Dept of Health Care Services Medi-Cal County Inmate Program (MCIP) (20MCIPCOLUSA-06) (8203 : Modification

Attachment: C20-071 State of CA Dept of Health Care Services Medi-Cal County Inmate

26605 8, and Penal Code 5072 within 60 days of receipt of an invoice from DHCS, which specifies both the total federally claimable cost and the nonfederal share of the total cost, for payments DHCS has made to providers The DHCS invoice shall not contain and the County shall not compensate DHCS for MCIP services provided by Medi-Cal providers where the County incurs the cost of providing MCIP services and claims them through the CPE process as outlined specifically for Designated Public Hospitals (DPHs) The County shall not reimburse DHCS for the nonfederal share of services as Certified Public Expenditures (CPEs) of DPHs

2 DHCS shall submit to the County a quarterly invoice for MCIP services that identifies the nonfederal share amount, and a report that contains information regarding paid claims data for the quarter, including information identifying the provider of services and the beneficiary, the recipient aid code, and amount of reimbursement, and other information that may be agreed to between the parties.

If after comparing its owed nonfederal share to payments actually made, the County has overpaid DHCS, and the amount is undisputed DHCS shall refund the overpayment to the County within 180 days of receipt of an invoice containing the same information from the County. This refund may be made by offsetting the amount against the County's next quarterly payment due to DHCS

3 DPHs, in MCIP participating counties may submit claims and follow the CPE process which includes a pricing methodology established on an annual basis. These DPHs are paid using Federal Financial Participation (FFP) only

ARTICLE VI – COUNTY RESPONSIBILITIES

1. Except as provided in subdivision (f.) of this section, the County is responsible for reimbursing DHCS for the nonfederal share of MCIP services paid by DHCS.

   a. The County may pay a Medi-Cal provider to the extent required by or otherwise permitted by state and federal law to arrange for services for Medi-Cal beneficiaries Such additional amounts shall be paid entirely with county funds, and shall not be eligible for Social Security Act Title XIX FFP

   b. If DHCS pays the Medi-Cal provider more than what the County would have paid for services rendered, the County cannot request and receive the difference from the Medi-Cal provider

   c If the County would have paid the Medi-Cal provider less than what DHCS paid the Medi-Cal provider, the County is still obligated to reimburse DHCS for the nonfederal share of DHCS' payment for the MCIP services

   d In the event that FFP is not available for any MCIP service claimed pursuant to this PA, the County shall be solely responsible for arranging and paying for the MCIP service

e. If the Centers for Medicare & Medicaid Services (CMS) determines an overpayment has occurred including the application of any federal payment limit that reduces the amount of FFP available then DHCS shall seek the overpayment amount from the provider, return the collected FFP to CMS, and return the collected nonfederal share to the County In the event that DHCS cannot recover the overpayment from the Medi-Cal provider, the County shall pay DHCS an amount equal to the FFP portion of the unrecovered amount to the extent that Section 1903(d)(2)(D) of the Social Security Act is found not to apply

f. The County is not responsible for reimbursing DHCS for the nonfederal share of expenditures for MCIP services provided by DPHs when those services are reimbursed under the CPE process because DHCS is not responsible for the nonfederal share of expenditures for MCIP services reimbursed in the CPE process.

2. If CMS determines DHCS claimed a higher Federal Medical Assistance Percentage (FMAP) rate than is allowed and FFP is reduced by CMS then the County shall hold DHCS harmless for the return of the FFP to CMS

3. Upon the County's compliance with all applicable provisions in this PA and applicable laws, the County may send its MCIP-eligible beneficiaries to Medi-Cal providers to receive MCIP services

4 The County understands and agrees that the overall nature of the medical facilities in which an inmate receives medical services must be one of community interaction such that members of the general public may be admitted to receive services and admission into the medical facility or into specific beds within the facility is not limited to individuals under the responsibility of a correctional facility, and that inmates are admitted to specific medical units based not on their statutes as inmates of a correctional institution, but rather on their treatment needs and plan of care

5 Ensure that an appropriate audit trail exists within records and accounting system and maintain expenditure data as indicated in this PA.

6 The County agrees to provide to DHCS or any federal or state department with monitoring or reviewing authority, access and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, rules and regulations, and this PA.

7 In the event of any federal deferral or disallowance applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within 14 days

8 The County shall assist with the completion and delivery of completed Medi-Cal applications to the County Welfare Department within 90 days after the date of admission of the beneficiary to a Medi-Cal provider off of the grounds of the County correctional facility resulting in an expected stay of more than 24 hours.

Attachment: C20-071 State of CA Dept of Health Care Services Medi-Cal County Inmate

9 As a condition of participation in MCIP, and in recognition of revenue generated by MCIP, the County shall pay quarterly administrative costs directly to DHCS

a The quarterly administrative costs payment shall be used to cover DHCS' administrative costs associated with MCIP, including, but not limited to, claims processing, technical assistance, and monitoring DHCS shall determine and report staffing requirements upon which projected costs will be based

b The amount of the administrative costs shall be based upon the anticipated state salaries, benefits, operating expenses, and equipment necessary to administer MCIP and other costs related to that process

c The County shall enter in to a separate agreement with DHCS to reimburse DHCS for the administrative costs of administering MCIP

ARTICLE VII – DHCS RESPONSIBILITIES

1 DHCS shall pay the appropriate Medi-Cal fee-for-service rate to Medi-Cal providers that directly bill DHCS for MCIP services rendered to the County's MCIP eligible beneficiaries and seek FFP for these service claims. DHCS shall be responsible to pay such Medi-Cal providers only to the extent the County commits to reimburse DHCS for the nonfederal share of all federally reimbursable MCIP claims and for which FFP is available and obtained by DHCS for the MCIP service claims

2 DHCS shall maintain accounting records to a level of detail which identifies the actual expenditures incurred for MCIP services, the services provided, the county responsible, the specific MCIP-eligible beneficiary treated, the MCIP-eligible beneficiaries aid code, and the specific provider billing

3 DHCS shall submit claims in a timely manner to CMS to draw down FFP and shall distribute FFP for all eligible claims

4 DHCS shall

a Ensure that an appropriate audit trail exists within records and accounting system and maintain expenditure data as indicated in this PA

b Designate a person to act as liaison with the County concerning issues arising under this PA This person shall be identified to the County's contact person for this PA

c Provide a written response by email or mail to the County's contact person within 30 days of receiving a written request for information related to MCIP

d With each quarterly administrative cost invoice, provide a paid claim analysis report to the County regarding MCIP claims submitted by providers for the County's MCIP-eligible beneficiaries This analysis shall be used to determine the amount of the non-federal share that the County is obligated to pay under this PA

Attachment: C20-071 State of CA Dept of Health Care Services Medi-Cal County Inmate

5 Should the services to be performed under this PA conflict with DHCS' responsibilities under federal Medicaid law, those responsibilities shall take precedence.

6 DHCS' cessation of any activities due to federal Medicaid responsibilities does not relinquish the obligation of the County to reimburse DHCS for MCIP services incurred by DHCS in connection with this PA for periods in which the County participated in MCIP

7 DHCS agrees to provide to the County, or any federal or state department with monitoring or reviewing authority, access and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, rules and regulations, and this PA

ARTICLE VIII – FISCAL PROVISIONS

1 DHCS will invoice the County quarterly at the address above Each invoice shall include the agreement number and supporting documentation for the previous quarter's paid claims

2 Counties are required to sign and submit the MCIP Certification and Hold Harmless by an authorized county representative to DHCS annually to ensure the County is providing efficient oversight of federal expenditures

ARTICLE IX – BUDGET CONTIGENCY CLAUSE

1 It is mutually agreed that if the State Budget Act of the current State Fiscal Year (SFY) and any subsequent SFYs covered under this PA does not provide sufficient funds for MCIP, this PA shall be of no further force and effect In this event, the DHCS shall have no liability to pay any funds whatsoever to the County or to furnish any other considerations under the PA and the County shall not be obligated to perform any provisions of this PA

2 If funding for any SFY is reduced or deleted by the State Budget Act for purposes of MCIP, DHCS shall have the option to either cancel this PA, with no liability occurring to DHCS, or offer an agreement amendment to the County to reflect the reduced amount.

ARTICLE X – LIMITATION OF STATE LIABILITY

1 In the event of a federal audit disallowance, the County shall cooperate with DHCS in replying to and complying with any federal audit exception related to MCIP The County shall assume sole financial responsibility for any and all federal audit disallowances related to the rendering of services under this PA The County shall assume sole financial responsibility for any and all penalties and interest charged as a result of a federal audit disallowance related to the rendering of services under this PA. The amount of the federal audit disallowance, plus interest and penalties shall be payable on demand from DHCS

2 To the extent that a federal audit disallowance and interest results from a claim or claims for which the Medi-Cal provider has received reimbursement for MCIP services under this PA, DHCS shall recoup from the Medi-Cal provider, upon written notice of 60 days after the

Attachment: C20-071 State of CA Dept of Health Care Services Medi-Cal County Inmate

completion of an audit or other examination that results in the discovery of an overpayment per Welfare and Institutions Code section14172 5), amounts equal to the amount of the disallowance and interest in that state fiscal year for the disallowed claim, less the amounts already remitted to or recovered by DHCS

ARTICLE XI – AMENDMENT

1 This PA and any exhibits attached hereto, along with the MCIP Administrative Agreement shall constitute the entire agreement among the parties regarding MCIP and supersedes any prior or contemporaneous understanding or agreement with respect to MCIP and may be amended only by a written amendment to this PA

2 Changes to the project representatives may be made via written communication including email by either party and shall not constitute a formal amendment to the PA

ARTICLE XII – GENERAL PROVISIONS

1 None of the provisions of this PA are or shall be construed as for the benefit of, or enforceable by any person not a party to this PA

2 The interpretation and performance of this PA shall be governed by the State of California The venue shall lie only in counties in which the California Attorney General maintains an office

DHCS and the County shall maintain and preserve all records relating to this PA for a period of three years from DHCS' receipt of the last payment of FFP or until three years after all audit findings are resolved, whichever is later This does not limit any responsibilities held by DHCS or the County provided for elsewhere in this PA, or in state or federal law.

ARTICLE XIII – INDEMNIFICATION

It is agreed that the County shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all claims liability, loss or expense (including reasonable attorney fees) for injuries or damage to any person or property which arise out of the terms and conditions of this PA and the negligent and intentional acts or omissions of the County, its officers, employees, or agents

ARTICLE XIV – AVOIDANCE OF CONFLICTS OF INTEREST

The County is subject to compliance with the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022, and Article 1 1 (commencing with Welfare and Institutions Code section 14047), and implemented pursuant to 22 California Code of Regulations, section 51466

ARTICLE XV – CONFIDENTIALITY

Attachment: C20-071 State of CA Dept of Health Care Services Medi-Cal County Inmate

C20-071

Medi-Cal County Inmate Program Participation Agreement 20-MCIPCOLUSA-06
County: Colusa

The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act; 42 Code of Federal Regulations, part 431.300; Welfare and Institutions Code section 14100.2; and 22 California Code of Regulations, section 51009; and, the Business Associates Agreement hereby incorporated by reference.

THIS SPACE INTENTIONALLY LEFT BLANK

Attachment: C20-071 State of CA Dept of Health Care Services Medi-Cal County Inmate Program (MCIP) (20MCIPCOLUSA-06) (8203 : Modification

C20-071

Medi-Cal County Inmate Program Participation Agreement 20-MCIPCOLUSA-06
County: Colusa

The signatories to this PA warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entities.

County Name: County of Colusa

Wendy G. Tyler
Name of Authorized Representative
(Person legally authorized to bind contracts for the County)

County Administrative Officer
Title of Authorized Representative

Wendy G Tyler
Signature of Authorized Representative

5/5/2020
Date

STATE OF CALIFORNIA – DEPARTMENT OF HEALTH CARE SERVICES

Robert Ducey
Signature of the DHCS Authorized Representative

ROBERT DUCEY
Typed or Printed Name of the DHCS Authorized Representative

ASST. DEPUTY DIR., HCF
Typed or Printed Title of the DHCS Authorized Representative

6/24/20
Date

Attachment: C20-071 State of CA Dept of Health Care Services Medi-Cal County Inmate Program (MCIP) (20MCIPCOLUSA-06) (8203 :

Patricia Rodriguez

From: Marcos Kropf
Sent: Thursday, May 28, 2020 1:37 PM
To: Patricia Rodriguez
Cc: Ann Nordyke
Subject: RE: C20-071 Participation Agreement 20-MCIPCOLUSA-06

If the state is good with swapping it out this is a non-substantive change so I would be good with it, although I would attach some documentation with the contract showing the State was good with it. The only problem is that it appears to throw off the pagination. Can it be swapped out without redoing the whole contract?

Marcos

Marcos Kropf
County Counsel
County of Colusa
1213 Market Street
Colusa, CA 95932
Phone (530) 458-0895
MKropf@CountyofColusa.com

CONFIDENTIALITY NOTICE This communication, including any attachments, may contain confidential or privileged information It is solely for the use of the intended recipient(s) Unauthorized interception, review, use or disclosure is prohibited and may violate the law. If you are not the intended recipient, please contact the sender and destroy or delete all copies of the communication from your computer

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From: Patricia Rodriguez
Sent: Thursday, May 28, 2020 8:57 AM
To: Marcos Kropf
Cc: Ann Nordyke
Subject: C20-071 Participation Agreement 20-MCIPCOLUSA-06

Hi Marcos,

This contract was approved by the Board on May 5, 2020 and apparently the State updated one page of the agreement and it did not get loaded in Minute Trak in time, so the State wants to know if we can just swap out one page for another. Attached is the original page and the updated one. The only change is that Elizabeth Kelly is now on the representatives contact list. Could this be swapped out? Let me know.

Patricia Rodriguez
Deputy Clerk of Board of Supervisors
547 Market St, Ste. 102
Colusa, CA 95932
530-458-0509
prodriguez@countyofcolusa.org

Attachment: C20-071 State of CA Dept of Health Care Services Medi-Cal County Inmate Program (MCIP) (20MCIPCOLUSA-06) (8203 : Modification

Ann Nordyke

From: DHCS IMCU@DHCS <DHCSIMCU@dhcs ca gov>
Sent: Tuesday, May 26, 2020 7 08 AM
To: Ann Nordyke, Elizabeth Kelly
Cc: Rangel, Arthur (LGFD)@DHCS, Elvert Richardson, Patricia Rodriguez
Subject: RE Colusa County Enrollment for SFY 2020-23 MCIP
Attachments: Pg 2 Original Evergreen Agreement pdf, Pg 2 Updated Evergreen Agreement pdf

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Hello Ann,

The only change that took place was to the county's contact information within Article IV Project Representative on page 2 of 9 in the Evergreen Agreement An option would be to swap out page 2 with the updated version to avoid arranging with the board of supervisors to make this minor change. Please let me know if that's something you would like to move forward with

I've attached both pages for your review, the original page 2, and the replacement that we would swap out in the agreement

Thanks,

Inmate Medi-Cal Claiming Unit
Local Governmental Financing Division
Department of Health Care Services

DHCS
HealthCareServices

From: Ann Nordyke <boardclerk@countyofcolusa com>
Sent: Friday, May 22, 2020 9 16 AM
To: DHCS IMCU@DHCS <DHCSIMCU@dhcs ca gov>, Elizabeth Kelly <Elizabeth.Kelly@countyofcolusa com>
Cc: Rangel, Arthur (LGFD)@DHCS <Arthur Rangel@dhcs ca gov>, Elvert Richardson <elvert.richardson@countyofcolusa com>, Patricia Rodriguez <prodriguez@countyofcolusa com>
Subject: RE Colusa County Enrollment for SFY 2020-23 MCIP

Happy Friday all,
If the correct contract was sent to Ms Kelly on 4/29 that was after the deadline date for the May 5th Agenda and by 4/ we had already had Agenda Review for the May 5th meeting Agendas are posted the Friday before the meeting, so the would have been no way too switch out the agreement when Ms Kelly received it on 4/29 I would suggest that the Department of Health Care Services send the agreement to the department in a more timely fashion The correct contract should have been attached when the item was submitted for the May 5th meeting With that being said, can you let me know what the differences are between the two agreements, so I can see if this needs to be taken back to the Board of Supervisors? Maybe, just maybe if the changes are not to substantial we can fix this without taking it bacl to the Board of Supervisors I can check with Counsel if you could let me know what the changes/differences are between the two agreements ☺

Attachment: C20-071 State of CA Dept of Health Care Services Medi-Cal County Inmate

From: DHCS IMCU@DHCS [mailto:DHCSIMCU@dhcs.ca.gov]
Sent: Friday, May 22, 2020 6:59 AM
To: Elizabeth Kelly
Cc: Rangel, Arthur (LGFD)@DHCS; Ann Nordyke; Elvert Richardson
Subject: RE: Colusa County Enrollment for SFY 2020-23 MCIP

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Hello Elizabeth,

My apologies for the delayed response I did receive the signed Evergreen Agreement for the County of Colusa however, I did notice that the signed agreement we received was not the most updated version that we sent out on 4/29. Please see the attached and have this copy signed as well.

Thank you,

Inmate Medi-Cal Claiming Unit
Local Governmental Financing Division
Department of Health Care Services

From: Elizabeth Kelly <Elizabeth Kelly@countyofcolusa com>
Sent: Tuesday, May 12, 2020 10:45 AM
To: DHCS IMCU@DHCS <DHCSIMCU@dhcs.ca.gov>
Cc: Rangel, Arthur (LGFD)@DHCS <Arthur Rangel@dhcs.ca.gov>; Ann Nordyke <boardclerk@countyofcolusa com>; Elvert Richardson <elvert richardson@countyofcolusa.com>
Subject: Colusa County Enrollment for SFY 2020-23 MCIP

Dear DHCS IMCU,

Colusa County forwarded the signed contract to DHCS on May 8th. Please let us know if you have any questions and or concerns. Thank you,

Elizabeth A. Kelly, Director
Colusa County Department Health & Human Services – *Change Happens Here*
251 E Webster Street, Colusa, CA 95932
530 458 0250 / 530 458 2664 (fax) / Elizabeth Kelly@countyofcolusa.com

"NO is not a Solution"....and when you think you have exhausted all possibilities, remember this: you haven't

Attachment: C20-071 State of CA Dept of Health Care Services Medi-Cal County Inmate Program (MCIP) (20MCIPCOLUSA-06) (8203 : Modification

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Please consider the environment before printing this e-mail

From: DHCS IMCU@DHCS <DHCSIMCU@dhcs ca gov>
Sent: Wednesday, May 6, 2020 7:54 AM
To: Elizabeth Kelly <Elizabeth Kelly@countyofcolusa.com>
Cc: Rangel, Arthur (LGFD)@DHCS <Arthur Rangel@dhcs ca.gov>; Ann Nordyke <boardclerk@countyofcolusa.com>; Elvert Richardson <elvert richardson@countyofcolusa.com>
Subject: RE: Enrollment for SFY 2020-23 MCIP

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Thank you for the update.

Thanks,

Inmate Medi-Cal Claiming Unit
Local Governmental Financing Division
Department of Health Care Services

From: Elizabeth Kelly <Elizabeth Kelly@countyofcolusa.com>
Sent: Tuesday, May 5, 2020 1:08 PM
To: DHCS IMCU@DHCS <DHCSIMCU@dhcs ca.gov>
Cc: Rangel, Arthur (LGFD)@DHCS <Arthur Rangel@dhcs ca gov>; Ann Nordyke <boardclerk@countyofcolusa.com>; Elvert Richardson <elvert.richardson@countyofcolusa com>
Subject: RE: Enrollment for SFY 2020-23 MCIP

Colusa County does not have electronic signature option at this time; however, our Board of Supervisors approved the MCIP agreement today and the County will be forwarding as soon as the agreement is signed by our Board Chair.

Please let us know if you have questions and or concerns. Thank you again,

Elizabeth A. Kelly, Director
Colusa County Department Health & Human Services – *Change Happens Here*
251 E Webster Street, Colusa, CA 95932
530.458 0250 / 530 458 2664 (fax) / Elizabeth.Kelly@countyofcolusa.com

"NO is not a Solution"....and when you think you have exhausted all possibilities, remember this: you haven't

Attachment: C20-071 State of CA Dept of Health Care Services Medi-Cal County Inmate Program (MCIP) (20MCIPCOLUSA-06) (8203 : Modification

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Please consider the environment before printing this e-mail

From: DHCS IMCU@DHCS <DHCSIMCU@dhcs ca gov>
Sent: Monday, April 20, 2020 3:08 PM
To: 'Gebhart, Rebecca, HCSA' <Rebecca Gebhart@acgov.org>; 'Ricca Espiridion ' <Ricca.Espiridion@acgov.org>; 'Nichole Williamson' <nwilliamson@alpinecountyca.gov>; 'Jarret Benov' <jbenov@amadorgov.org>; 'Bermann, Linda' <LBermann@buttecounty.net>; Elizabeth Kelly <Elizabeth.Kelly@countyofcolusa.com>; 'Shannan Moulton' <Shannan Moulton@cchealth org>; 'Hhsa-contracts@edcgov.us' <Hhsa-contracts@edcgov.us>; 'Pomaville, David' <dpomaville@fresnocountyca.gov>; 'jgibbs@countyofglenn.net' <jgibbs@countyofglenn.net>; 'Jill Hughes' <JRHughes@countyofglenn.net>; 'Mayra Widmann' <MayraWidmann@co imperial.ca us>; 'Anna Scott' <ascott@inyocounty.us>; 'Elsa Martinez' <martineze@kerncounty com>; 'Cruz, Domingo' <Domingo Cruz@co.kings ca us>; 'Lake - Denise Pomeroy' <denise pomeroy@lakecountyca gov>; 'Hal Yee' <hyee@dhs.lacounty.gov>; 'Flor Speakman' <fspeakman@dhs.lacounty gov>; 'maperez@madera-county.com' <maperez@madera-county.com>; 'Sean Land' <sland@mariposacounty.org>; 'Vazquez, Yadira' <Yadira Vazquez@countyofmerced com>; 'Modoc - Chester Robertson' <chesterrobertson@co.modoc.ca.us>; 'Ingrid Braun' <ibraun@monosheriff org>; 'MCSOSheriff.Fiscal@co.monterey.ca.us' <MCSOSheriff.Fiscal@co.monterey ca us>; 'Silva, Anabel' <Anabel Silva@countyofnapa org>; 'Agans, Wendi' <Wendi Agans@countyofnapa.org>; 'Georgette Aronow' <Georgette Aronow@co.nevada.ca us>; 'Marie Osborne' <MOsborne@placer.ca.gov>; 'tjohns@psco.net' <tjohns@psco net>; 'Frederick Drewette' <f.drewette@ruhealth org>; 't.mazman@ruhealth.org' <t mazman@ruhealth.org>; 'Ortiz-Andres. Maridion (Dion)' <AndresM@saccounty.net>; 'Tony Lamonica' <TLamonica@sbcsheriff org>; 'Davis, Joy F ARMC-Hosp Admin Fiscal' <davisjoyf@armc sbcounty.gov>; 'Degracia, Rosemarie' <Rosemarie Degracia@sdcounty ca.gov>; 'San Francisco - Yvonne Uyeki' <Yvonne.Uyeki@sfdph.org>; 'grant.colfax@sfdph.org' <grant.colfax@sfdph org>; 'Vanessa Anderson [HCS]' <vanderson@sjchcs.org>; 'Cyr, Lori [SO]' <lcyr@sjgov org>; 'Hernandez, Stacey' <SAHernandez@sjgov.org>; 'Jennie Brunick' <jbrunick@co.slo.ca.us>; 'Christy Mulkerin' <cmulkerin@co slo ca us>; 'Rajamachvili, Aleksei' <ARajamachvili@marincounty.org>; 'San Mateo - Carlos Morales ' <cmorales@smcgov.org>; 'Shawn T. Lammer' <stl2761@sbsheriff.org>; 'Amy Carta' <Amy Carta@hhs sccgov.org>; 'Hurrell, George' <George Hurrell@hhs.sccgov.org>; 'sdavis@co.siskiyou.ca.us' <sdavis@co.siskiyou.ca.us>; 'Solano - George Bernardino' <GBernardino@SolanoCounty com>; 'Connie Newton' <Connie Newton@sonoma-county.org>; 'Stanislaus - Brooke Freeman' <bfreeman@stanislaussheriff com>; 'nohara@co.sutter.ca.us' <nohara@co sutter ca us>; 'Tehama - Dave Hencratt' <dhencratt@tehamaso org>; 'Tehama - Valerie Lucero' <Valerie.Lucero@tchsa.net>; jayme.bottke <jayme.bottke@tchsa.net>; 'Tulare - Ben Mitchell' <benmitchell@tularehhsa.org>; Connolly, Ann@Tuolumne <IMCEAEX-_o=MMS_ou=Exchange+20Administrative+20Group+20+28FYDIBOHF23SPDLT+29_cn=Recipients_cn=Connolly+20AnnTa35598ad-350f-4466-a027-6c23c28fb807cfb@namprd09.prod.outlook.com>; 'Wells, Dawn' <dwells@CO.YUBA.CA.US>; 'Beckett, Michael' <Michael Beckett@ventura.org>
Cc: Rangel, Arthur (LGFD)@DHCS <Arthur.Rangel@dhcs.ca gov>
Subject: Enrollment for SFY 2020-23 MCIP

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Attachment: C20-071 State of CA Dept of Health Care Services Medi-Cal County Inmate Program (MCIP) (20MCIPCOLUSA-06) (8203 :

sender and know the content is safe

Hello,

We are reaching out to see how we can better coordinate with you on the execution of the enrollment process for MCIP for the upcoming enrollment period for SFY 2020-2023. Please confirm if you have the ability to electronically sign the following documents via DocuSign:

1. Evergreen Participation Agreement
2. Administration Agreement (Board Approval minutes required)

If you do have the ability to electronically sign these documents, please provide the contact persons information if other than yourself, along with an email address who this should be delivered to via DocuSign.

Please note, a revision has been made to the Evergreen Agreement to include each county's contact information within Article IV Project Representative. Please confirm your county's mailing address along with a contact person name and title so we can ensure the information we have is current.

If you have already signed and returned your Evergreen Agreement, we apologize for the inconvenience of having this document executed again. We greatly appreciate your partnership in completing the enrollment in MCIP during this challenging time, as a lot of us adapt to working with limited access to our everyday tools. We hope that these changes will make this process more efficient for all.

Please reply to this email by COB, on 4/22/2020.

Thank you,

Inmate Medi-Cal Claiming Unit
Local Governmental Financing Division
Department of Health Care Services

DHCS
California Department of HealthCareServices

Attachment: C20-071 State of CA Dept of Health Care Services Medi-Cal County Inmate Program (MCIP) (20MCIPCOLUSA-06) (8203 : Modification

COUNTY OF COLUSA, CA

2.7

Request For County Board of Supervisors Action

MEETING DATE: March 1, 2022

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Approve 1st Modification Caporusso Communications

Approve 1st Modification to agreement with **Caporusso Communications,** for Public Information services, effective February 1, 2022.

Detailed Description/Background of request

This contract modification is for ongoing support for County communications. The scope of work remains the same as we continue with implementation of the recently approved communication and social media policies.

This modification is retroactive to February 1, 2022 and continue through January 31, 2023 at a rate of $3,750 per month. Any additional work/projects outside the original scope of work will be billed at a rate of $95 per hour. To date, there has been no work performed that fell outside the project scope, nor is any anticipated at this time.

Prior Board Action

C21-015 approved Jan. 19, 2021

Fiscal Impact/Funding Source

Budgeted (00101-1012-53180 & 00108-5010-53180) $45,000 with the possibility of added expense if additional services are required

Action for the Clerk

Please obtain signatures and send to:
Caporusso Communications
Attn: Justin Caporusso, President
209 Pinecrest Ct.
Roseville, CA 95678

ATTACHMENTS:

- 1st Modification Caporusso Communications (DOCX)
- C21-015 Caporusso Communications (PDF)

First Modification to Public Information Contract

This First Modification of Public Information Services Contract is between Colusa County (County), a political subdivision of the State of California, and Caporusso Communications, (Contractor), a California Corporation.

Background

On February 1, 2021, the parties executed Contract C21-015 to provide the County with Public Information Services.

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

Modification

The parties agree to modify the Contract effective February 1, 2022, as follows:

1. Section 2, term of the contract is extend the term of the contract to February 1, 2023

COUNTY OF COLUSA	**CAPORUSSO COMMUNICATION**
_____Date:_____	_____Date:_____
J. Merced Corona, Board Chair	Justin Caporusso, President
APPROVED AS TO FORM:	**ATTEST:** Wendy Tyler, Clerk of the Board of Supervisors
_____	_____
Richard Stout, County Counsel	Deputy

Attachment: 1st Modification Caporusso Communications (8233 : Approve 1st Modification to Public Information Contract-Caporusso)

C21-015

Public Information Services Contract

This Public Information Services contract is between the County of Colusa ("County") a political subdivision of the State of California and Caporusso Communications ("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 Public Information Services, as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on February 1, 2021, and shall continue until all requested services are completed, no later than January 31, 2022.

3. **Compensation:** County will pay Contractor a Flat fee of $3,750.00 per month. Additional work and/or projects outside of the original scope of work are to be billed at a rate of $95.00 per hour. 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

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perform all services under this Contract.

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

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

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

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

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

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

9. **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

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A:VII:

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

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

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

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

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

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

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

Attachment: C21-015 Caporusso Communications (8233 : Approve 1st Modification to Public Information Contract-Caporusso)

contribute to a loss covered by Contractor's insurance;

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

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

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

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

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

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

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

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

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

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

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

Attachment: C21-015 Caporusso Communications (8233 : Approve 1st Modification to Public Information Contract-Caporusso)

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 Attn: Wendy G. Tyler 547 Market Street, Ste. 102 Colusa, CA 95932
If to Contractor:	Caporusso Communications Company Attn: Justin Caporusso, President 209 Pinecrest Ct. Roseville, CA 95678

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.

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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" Strategic Communications & Public Information Proposal

COUNTY OF COLUSA

Date: 1/19/21

Gary J. Evans, Board Chair

CAPORUSSO COMMUNICATIONS

Date: 01/27/21

Justin Caporusso, President

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By

Melissa Kitts, Deputy

Attachment: C21-015 Caporusso Communications (8233 : Approve 1st Modification to Public Information Contract-Caporusso)

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ATTACHMENT "A"

Scope of Work

The following scope outlines tasks associated with the development and execution of a strategic communications plan to support public information, outreach, and education on behalf of Colusa County. The strategic communications plan will provide guidelines, approach, goals, expectations, and best practices to be used countywide in communications with residents, stakeholders, media representatives, and other interested parties.

The objective of the strategic communications plan is to empower the CAO and county leaders to plan strategically, react with efficiency, and protect the county's brand while effectively communicating key messages and program information.

The strategic communications plan will include development and execution of the following components in support of approved public outreach campaigns (in coordination with staff):

Phase 1: Communications Audit and Goal Setting

- Review existing draft communications plan and audit existing internal and external communications channels and practices
- Conduct internal meetings to discuss organizational goals
- Hold deskside briefings with local media outlets to initiate relationships and establish information sharing best practices

Phase 2: Strategy Development and Training

- Develop external communications strategy and protocol to build brand recognition and increase community trust:
    - Develop overall brand/theme (external consistency)
    - Standardize the external communications process across all county departments
- Provide county leadership (and other designees) with basic message and social media training (pending social media policy)
- Develop countywide social media policy

Phase 3: Execution

Upon approval of the strategic communications plan, ongoing specific monthly deliverables to support execution of the plan include:

- Standing client meetings to discuss monthly objectives and outline monthly deliverables (at direction of CAO) in support of approved communications plan
- Message development and crafting
- Content creation (not including enhanced video production)

Attachment: C21-015 Caporusso Communications (8233 : Approve 1st Modification to Public Information Contract-Caporusso)

- Development, distribution, and posting of monthly e-newsletter highlighting county programs, successes, etc.
- Development, distribution/pitching, and posting of press releases, news briefs, general statements (3)
- Ongoing management of county's official social media platforms (Facebook/Instagram)
    - Development and ongoing management of Twitter platform for legislative advocacy and media relations
- Development and execution of targeted social campaign (upcoming event, issue advocacy, etc.)
    - Provide print, broadcast, and social communications support for county leaders (at discretion of CAO)
- Communications support of digital strategy (website and other digital assets)
- Development of Annual Report highlighting the organization's accomplishments

Attachment: C21-015 Caporusso Communications (8233 : Approve 1st Modification to Public Information Contract-Caporusso)

71 52 AE SBM This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock insurance company of The Hartford Insurance Group shown below.

INSURER: SENTINEL INSURANCE COMPANY, LIMITED
ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: A

THE HARTFORD

Policy Number: 46 SBM AE5271 DX

SPECTRUM POLICY DECLARATIONS

ORIGINAL

Named Insured and Mailing Address: CAPORUSSO COMMUNICATIONS, INC
(No., Street, Town, State, Zip Code)
209 PINECREST CT
ROSEVILLE CA 95678

Policy Period: **From** 10/20/20 **To** 10/20/21 365 DAYS
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: GOOSEHEAD INSURANCE/PHS
Code: 505997

Previous Policy Number: NEW

Named Insured is: S CORPORATION

Audit Period: NON-AUDITABLE

Type of Property Coverage: NONE

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: $500 MP

Susan L. Castaneda
Countersigned by
Authorized Representative

10/20/20
Date

Attachment: C21-015 Caporusso Communications (8233 : Approve 1st Modification to Public Information Contract-Caporusso)

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 46 SBM AE5271

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 001

209 PINECREST CT
ROSEVILLE CA 95678

Description of Business:
CONSULTANT - BUSINESS AND MANAGEMENT

Deductible: NO COVERAGE

BUILDING AND BUSINESS PERSONAL PROPERTY	LIMITS OF INSURANCE
BUILDING	
	NO COVERAGE
BUSINESS PERSONAL PROPERTY	
REPLACEMENT COST	NO COVERAGE
PERSONAL PROPERTY OF OTHERS	
REPLACEMENT COST	NO COVERAGE
MONEY AND SECURITIES	
INSIDE THE PREMISES	NO COVERAGE
OUTSIDE THE PREMISES	NO COVERAGE

Attachment: C21-015 Caporusso Communications (8233 : Approve 1st Modification to Public Information Contract-Caporusso)

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 46 SBM AE5271

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	$ 10,000
PERSONAL AND ADVERTISING INJURY	$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	$1,000,000
AGGREGATE LIMITS	
PRODUCTS-COMPLETED OPERATIONS	$2,000,000
FORM SS 05 09 GENERAL AGGREGATE	$2,000,000

BUSINESS LIABILITY OPTIONAL COVERAGES

CYBERFLEX COVERAGE
FORM SS 40 26

UNMANNED AIRCRAFT LIABILITY
IS EXCLUDED
SEE FORM: SS 42 06

Attachment: C21-015 Caporusso Communications (8233 : Approve 1st Modification to Public Information Contract-Caporusso)

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 46 SBM AE5271

Form Numbers of Forms and Endorsements that apply:

SS 00 01 03 14	SS 00 05 10 08	SS 00 08 04 05	SS 00 45 12 06
SS 00 60 09 15	SS 00 64 09 16	SS 01 21 02 20	SS 42 06 03 17
SS 40 26 03 17	SS 41 63 06 11	SS 05 09 07 00	SS 05 47 09 15
SS 50 19 01 15	IH 99 40 04 09	IH 99 41 04 09	SS 83 76 01 15
SS 89 93 07 16			

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Attachment: C21-015 Caporusso Communications (8233 : Approve 1st Modification to Public Information Contract-Caporusso)

COUNTY OF COLUSA, CA 2.8

Request For County Board of Supervisors Action

MEETING DATE: March 1, 2022

DEPARTMENT: Purchasing and Procurement

FROM: Kaline Moore

SUBJECT: Adopt Plans, Specifications and Working Details for the exterior and interior painting of the Behavioral Health Building

Adopt plans, specifications and working details for Request for Bids for the exterior and interior painting of the Behavioral Health Building.

Detailed Description/Background of request

This request is to adopt plans, specifications and working details necessary to publish a Request for Bids for painting the exterior and interior of the Behavioral Health Building.

Prior Board Action

None

Fiscal Impact/Funding Source

No fiscal impact at this time - approximate project costs are included in the 21/22 approved budget

Action for the Clerk

Please set March 28, 2022 at 2:30 p.m. for a bid opening and publish the Notice to Bidders on March 3, 2022 and March 10, 2022.

ATTACHMENTS:

- RFB - Exterior and Interior Painting (DOC)
- Draft Painting Contract (DOCX)
- BID WORKSHEET - Painting at Behavioral Health (DOCX)
- NOTICE TO BIDDERS - BHS Painting (RTF)
- Bldg Specs - Colusa County Behavioral Health Project Plans (PDF)

COUNTY OF COLUSA

PURCHASING & PROCUREMENT

REQUEST FOR BIDS
EXTERIOR AND INTERIOR PAINTING AT
COLUSA COUNTY BEHAVIORAL HEALTH BUILDING

COUNTY OF COLUSA

_____
J. Merced Corona, Board Chair

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

By_____
Melissa Kitts, Deputy

Mandatory Walk-Thru: March 14, 2022 @ 10:00 a.m.

Due Date: MARCH 28, 2022 @ 2:30 p.m.

Attachment: RFB - Exterior and Interior Painting [Revision 1] (8223 : Adopt Plans, Specifications for RFB)

REQUEST FOR BIDS

DESCRIPTION OF PROJECT:

The County of Colusa (COUNTY) is requesting bids (RFB) from licensed contractors for the exterior and interior painting of the Colusa County Behavioral Health Building, as more specifically detailed in the Project Specifications of this RFB. This is a public works contract subject to Department of Industrial Relations registration and payment of prevailing wage.

TERMS AND CONDITIONS:

1. Department of Industrial Relations Registration: All contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5 prior to bidding on the Project. The County will not consider bids from bidders who have not registered in compliance with the law.

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

3. Payroll Records: A contractor and any subcontractors will be required to keep accurate payroll records pursuant to California Labor Code section 1776(a). The records shall be furnished at least once a month to the California Labor Commission pursuant to California Labor Code section 1771.4(a)(3).

4. Description of Request: Painting of the Exterior and Interior at the Colusa County Behavioral Health Building located at 162 E. Carson St., Colusa, as more specifically detailed on the Project Specifications below and the attached detailed building plans.

5. Types of Bids Required:
   A. Lump-sum bids shall be provided, per the specification sheet included with this request for bids.

   B. Conditional Bids shall not be considered

Attachment: RFB - Exterior and Interior Painting [Revision 1] (8223 : Adopt Plans, Specifications for RFB)

6. Time of Completion: The work is to be completed within ninety (90) calendar days measured from the date of full execution of the County Contract.

7. Time and Place of Submission of Bids:

   A. Time: Three (3) bids shall be submitted on or before **March 28, 2022** no later than **2:30 p.m.** at which time they will be opened and read aloud by the County.

   B. Place: All Bids shall be delivered to:

   Clerk to the Board of Supervisors
   547 Market Street, Suite 102
   Colusa, CA, 95932.

   C. Please include three (3) copies of bid document in a sealed envelope clearly marked:
   "EXTERIOR/INTERIOR PAINTING AT BEHAVIORAL HEALTH"

   D. No oral, telephonic, faxed, or e-mailed proposals or modifications will be considered.

   E. A responsive bid must include a fully completed Bid Worksheet. Bidders may use the provided Bid Worksheet or submit their own bid worksheet and additional information sheets, as needed. If a bidder uses its own worksheet, the worksheet must substantially comply with the format in the attached Bid Worksheet.

   F. All bids shall be presented under sealed cover and shall be accompanied by a security bond in the amount of ten (10) percent of the bid amount to guarantee the bid. Upon award to the lowest bidder, the security of unsuccessful bidders shall be returned no later than sixty (60) days from the date the contract is awarded. The County will accept the following forms of security:

      1) Cash;
      2) A cashier's check made payable to the County;
      3) A certified check made payable to the County; or
      4) A bidder's bond executed by an admitted surety insurer, made payable to the County.

   G. Any questions regarding this RFB can be submitted to the Public Purchase Website until 2:00 p.m. March 23, 2022:

      https://www.publicpurchase.com/gems/colusaco.ca/buyer/public/home

      Any addenda issued shall be included in the bid proposal.

   H. All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of your Bid. Corrections shall be initialed in ink by the person signing the Bid.

Attachment: RFB - Exterior and Interior Painting [Revision 1] (8223 : Adopt Plans, Specifications for RFB)

I. Corrections and/or modifications received after the closing time specified will not be accepted.

J. Bids must be submitted by the closing date or prior to the time specified to be considered.

K. Any Bid tendered after the time specified will be returned to the Vendor.

L. Bid pricing shall remain open and valid subject to acceptance for ninety (90) days after RFB closing date.

M. Bid Prices by Vendor are considered accurate and cannot be withdrawn after the RFB process is closed.

N. Upon submission of Bid, all such documents shall become the property of the County.

O. Detailed schematic drawings must be submitted with bid response.

P. The County reserves the right to reject any and all bids.

Q. The successful vendor shall be required to enter into a contract with the County of Colusa for the services to be provided. Such contract shall incorporate the specifications of the RFB. *(A draft copy is attached)*

R. Any Change Orders or issues that may arise must be discussed with the Maintenance Supervisor for prior approval of the best course of action.

8. Quantity and Quality of Materials or Services: All materials and supplies furnished for this Project must comply with County specifications. Materials or supplies, which, in the opinion of the County, are not in accordance with-in conformity with such specifications, shall be rejected and promptly removed from the County premises at the vendor's expense.

9. Award: The Project shall be awarded to the lowest responsible bidder in accordance with California Public Contract Code section 20128.

10. Each Bid shall follow the format specified by the County. Any bid not complying with the County format shall be considered nonresponsive.

11. Securing Document: The bid specifications are obtainable from the Purchasing and Procurement Division, 547 Market Street, Suite 110, Colusa, California, 95932 or at www.countyofcolusa.org/bids.aspx.

12. Withdrawing Bids: No Vendor may withdraw his bid for a period of ninety (90) days after the date and time set for the opening thereof, and no bid security shall be released prior to said date; provided, however, that the County may release the Bid and Bid security of

Attachment: RFB - Exterior and Interior Painting [Revision 1] (8223 : Adopt Plans, Specifications for RFB)

unsuccessful vendors after confirming the technical and formal sufficiency of the Bid and Bid security of the three (3) lowest vendors. In no event shall the Bid for security of the three (3) lowest vendors be released before execution with the County of Colusa of an Agreement with the successful vendor, or the expiration of ninety (90) days, whichever occurs first.

13. Rejection of Bids: The County of Colusa reserves all rights to utilize any alternate procedure authorized by the Public Contract Code Sections 20150.9 and 20150.10, including but not limited to rejecting all bids and/or to waive any informality in the RFB process.

14. Default by Vendor: In case of default by vendor, the County reserves the right to:

    A. Cancel the order and obtain the service on the open market, in which case, Vendor shall be responsible to County for the difference between the Bid price and the purchase price if the purchase is higher; and/or

    B. Assess a reasonable per day charge against the vendor for inconvenience or damages incurred by County as a result of delayed delivery, except when delivery is delayed by fire, strike, freight embargo, act of Government, or an act of God.

    C. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

15. Non-Funding Clause: Funds provided for commodities or services under the terms of an agreement, contract or Bid are contingent on availability of funds. Should sufficient funds not be allocated during those terms, amounts due may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

16. Detailed specifications are attached, marked “Project Specifications”. These minimum specifications are not intended to be restrictive, but descriptive of the type and quality of product the County desires to obtain. Vendors will not be allowed to make unauthorized substitutions.

17. Bid Sheet is attached, marked “Bid Worksheet”.

18. Point of Sale is Colusa, CA.

Attachment: RFB - Exterior and Interior Painting [Revision 1] (8223 : Adopt Plans, Specifications for RFB)

Scope of Work for Painting of the Exterior and Interior of the Colusa County Behavioral Health Building

Exterior Scope:

1: Pressure wash entire building (to ensure proper adhesion of paint) clear of cob webs, bird droppings, and dirt.

2: Caulk all cracks and/or holes or any intrusions on building to seal up prior to paint with a 50 yr. exterior grade caulking. Brand of contractor choice.

3: Protect all parts of building not being painted with plastic or paper. Also protect all flowers, tree, shrubs etc. with drop clothes to minimize any chance of over-spray of paint.

4: Metal awnings to be prepped and coated with a metal primer and/or a rust inhibitor to promote good adhesion of paint and painted an accent color to be chosen at a later date.

5: Prime exterior of building with Benjamin Moore fresh start primer or equivalent primer with same specs. All areas with heavy staining requires 2 coats to ensure no bleed through and good paint adhesion.

6: Exterior will get two coats of premium grade paint in Benjamin Moore ultra-spec in a SATIN finish or equivalent paint with same specs.

7: Exterior will include 3 colors which will be chosen by County prior to job starting. The top section is to be a darker color, the columns and main building a lighter color, and the awnings an offsetting color.

8: Contractor will keep a clean and safe work site during this whole process. Contractor will remove all trash and paint buckets each day to keep clients and workers' safe each day.

9: A job walk will be required prior to the job starting to establish a schedule to relay to the department head to make sure they are aware of what work and where the work will be going on each day to ensure everyone is prepared in these areas.

Interior Scope:

1: Contractor will need to prep all areas of work with plastic, paper drop clothes etc. to make sure no overspray or prepping materials get on carpeting or desks, furniture etc.

2: All walls to be cleaned and prepped for good paint adhesion.

3: All cracks, nail holes and anchor holes need to be filled with caulking, spackle, or sheetrock mud. If hole patches are bigger they need to be patched and retextured to match existing texture. Excluding taped or color coated anchor holes etc. to be re used when painting is

Attachment: RFB - Exterior and Interior Painting [Revision 1] (8223 : Adopt Plans, Specifications for RFB)

done. The department will mark off which anchor holes are not to be filled in as they will be reused.

4: There are approximately 88 doors with metal frames that need to be prepped and painted with one coat of primer and 2 coats of ultra-spec interior satin or equivalent.

5: All interior work to be done in phases to accommodate staff and rearranging furniture. If county maintenance needs to assist with some furniture moving contractor will let maintenance supervisor know and we will get it scheduled. Getting close to project start Behavioral Health employees will be directed to remove all personal belongings until said project is completed.

6: It is imperative that the said contractor be very vigilant in keeping a safe and clean work area, we will not be closing the facility and this will help keep business going as normal. (All debris paint buckets ladders etc.) If contractor would like to have us block off spots for parking, we can make that happen.

Attachment: RFB - Exterior and Interior Painting [Revision 1] (8223 : Adopt Plans, Specifications for RFB)

SUB-CONTRACTOR'S LIST

Sub-Contractor Name	Department of Industrial Relations(DIR) Registration#	Address	Description of Portion of Work Subcontracted

Attachment: RFB - Exterior and Interior Painting [Revision 1] (8223 : Adopt Plans, Specifications for RFB)

C____-_____

Exterior and Interior Painting Contract

This public works construction contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and _____ ("Contractor"), a _____. 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 services for the painting of the exterior and interior of the Colusa County Behavioral Health Building located at 162 E. Carson Street, Colusa, 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 _____, and shall continue until _____,

3. **Compensation:** County will pay Contractor compensation not to exceed $_____, as provided for in Attachment "B" bid worksheet. 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:** Upon completion of the project, Contractor shall provide County with an invoice for the work done at that location. 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: Draft Painting Contract [Revision 1] (8223 : Adopt Plans, Specifications for RFB)

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: Draft Painting Contract [Revision 1] (8223 : Adopt Plans, Specifications for RFB)

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: Draft Painting Contract [Revision 1] (8223 : Adopt Plans, Specifications for RFB)

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: Draft Painting Contract [Revision 1] (8223 : Adopt Plans, Specifications for RFB)

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 22.B 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: Draft Painting Contract [Revision 1] (8223 : Adopt Plans, Specifications for RFB)

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:

Office of the County Administrator
ATTN: Wendy G. Tyler
547 Market St., Suite 102
Colusa, CA 95932

If to Contractor:

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

Attachment: Draft Painting Contract [Revision 1] (8223 : Adopt Plans, Specifications for RFB)

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 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" Request for Bid
B. Attachment "B" Bid Worksheet

COUNTY OF COLUSA

_____Date:_____
J. Merced Corona, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

CONTRACTOR

_____Date: _____
Signature

_____
Printed Name and Title

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

By
_____
Ann Nordyke, Deputy

Attachment: Draft Painting Contract [Revision 1] (8223 : Adopt Plans, Specifications for RFB)

BID WORKSHEET

NAME_____

ADDRESS_____

CITY_____STATE_____ZIP CODE_____ PHONE_____

DIR #:_____ Contractor License #_____Exp:_____

Exterior and Interior Painting at the Colusa County Behavioral Health Bldg.

ITEM	PRODUCT	PRICE
1	INTERIOR PAINTING	$
2	EXTERIOR PAINTING	$ $
3	LABOR:	$
4	Other Costs (Describe):	$
	Sales Tax	$
	GRAND TOTAL	$

Dollar figure shall include all appropriate costs, including **prevailing wage** labor costs, all material and equipment costs, permits, freight, etc.

VENDOR

_____ _____

Signature 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 _____day of_____, 2022.

Attachment: BID WORKSHEET - Painting at Behavioral Health (8223 : Adopt Plans, Specifications for RFB)

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that Colusa County is requesting bids from licensed contractors for the Exterior and Interior painting of the Colusa County Behavioral Health Building, located at 162 E. Carson St., Colusa, CA, as more specifically detailed in the Scope of Work section of the Request for Bids (RFB). There is a **mandatory** pre-bid walkthrough scheduled at the site on March 14, 2022 at 10:00 a.m. Bids must be received at the County Board Clerk's Office, 547 Market St., Suite 102 Colusa, California 95932 no later than 2:00 p.m. on March 28, 2022.

The RFB and Bid forms are available on the County website at www.countyofcolusa.org in the Bids & RFP's section.

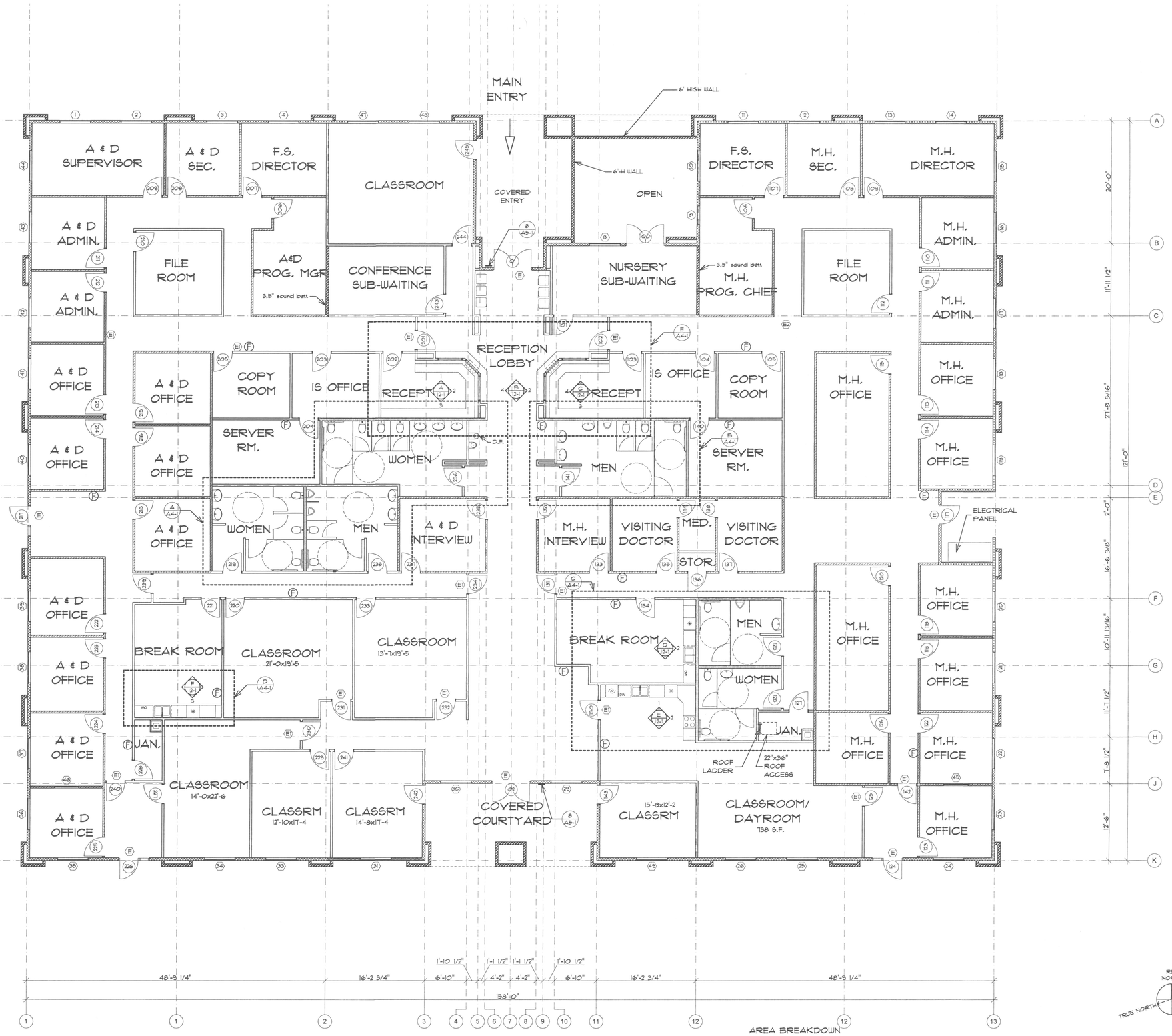
Each bid shall be enclosed and submitted in a sealed envelope, bearing the project name, the bidder's name, contractor's license type and number, and expiration date.

The County of Colusa reserves the right to reject any bids.

Date:

_____
Melissa Kitts, Deputy

Attachment: NOTICE TO BIDDERS - BHS Painting (8223 : Adopt Plans, Specifications for RFB)



EXIT SIGNAGE

(E) (E1) (E2) FOR EXIT FIXTURES SEE SHEET A1-2

FIRE EXTINGUISHER

(F) 2A10BC FIRE EXTINGUISHER MOUNTED @ 48" A.F.F.

REF NORTH
TRUE NORTH

AREA BREAKDOWN

NET BUILDING AREA	18,047 S.F.
BUILDING AREA UNDER ROOF	18,884 S.F.

SCALE 1/8"=1'-0"
0 1'-0 5'-0 10'-0

ARCHITECTURAL FLOOR PLAN

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530-892-8008
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CHICO, CA 95928
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LARRY J WARNER AIA CSI C19689

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CONSULTANTS

PROJECT
COLUSA COUNTY
BEHAVIORAL HEALTH

JOB SITE
EAST CARSON ST
COLUSA, CA

CLIENT
COUNTY OF COLUSA
BEHAVIORAL HEALTH
85 E. WEBSTER ST..
COLUSA, CA 95932

OWNER
COUNTY OF COLUSA
BEHAVIORAL HEALTH
85 E. WEBSTER ST..
COLUSA, CA 95932

REVISIONS

No.	Date	Description
1	5/14/01	GENERAL REVISIONS
2	7/11/01	RESUBMITTAL
3	9/6/02	ALTERNATE BID DOC'S

DRAWING TITLE
ARCHITECTURAL
FLOOR PLAN

Plan No.

Proj. No.

Drawn By:
CJF

Dwg. File
CJF/MYDOCS/PROJ/GOV/BEHAVIORAL

Printed

Date
4/17/01

Scale
1/8" = 1'-0" U.N.O.

A E C GROUP

SHEET
A1-1

Attachment: Bldg Specs - Colusa County Behavioral Health Project Plans [Revision 1] (8223 : Adopt Plans, Specifications for RFB)

COUNTY OF COLUSA, CA

2.9

Request For County Board of Supervisors Action

MEETING DATE: March 1, 2022

DEPARTMENT: Purchasing and Procurement

FROM: Kaline Moore

SUBJECT: Adopt Plans, Specifications and Working Details for the removal and replacement of flooring at the Behavioral Health Building

Adopt plans, specifications and working details for Request for Bids for the removal and replacement of flooring at the Behavioral Health Building.

Detailed Description/Background of request

This request is to adopt plans, specifications and working details necessary to publish a Request for Bids for the removal and replacement of flooring at the Behavioral Health Building.

Prior Board Action

None

Fiscal Impact/Funding Source

No fiscal impact at this time - approximate project costs are included in the 21/22 approved budget

Action for the Clerk

Please set March 28, 2022 at 2:00 p.m. for a bid opening and publish the Notice to Bidders on March 3, 2022 and March 10, 2022.

ATTACHMENTS:

- RFB - Flooring Removal & Replacement (DOC)
- Draft Flooring Contract (DOCX)
- BID WORKSHEET - Flooring at Behavioral Health (DOCX)
- NOTICE TO BIDDERS - BHS Flooring (RTF)
- Bldg Specs - Colusa County Behavioral Health Project Plans (PDF)

COUNTY OF COLUSA

PURCHASING & PROCUREMENT

REQUEST FOR BIDS
FLOORING REMOVAL AND REPLACEMENT AT COLUSA COUNTY BEHAVIORAL HEALTH BUILDING

COUNTY OF COLUSA

_____
J. Merced Corona, Board Chair

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

By_____
Melissa Kitts, Deputy

Mandatory Walk-Thru: March 14, 2022 @ 11:00 a.m.

Due Date: MARCH 28, 2022 @ 2 p.m.

Attachment: RFB - Flooring Removal & Replacement [Revision 1] (8224 : Adopt Plans, Specifications for RFB)

REQUEST FOR BIDS

DESCRIPTION OF PROJECT:

The County of Colusa (COUNTY) is requesting bids (RFB) from licensed contractors for the removal and replacement of flooring at the Colusa County Behavioral Health Building, as more specifically detailed in the Project Specifications of this RFB. This is a public works contract subject to Department of Industrial Relations registration and payment of prevailing wage.

TERMS AND CONDITIONS:

1. Department of Industrial Relations Registration: All contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5 prior to bidding on the Project. The County will not consider bids from bidders who have not registered in compliance with the law.

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

3. Payroll Records: A contractor and any subcontractors will be required to keep accurate payroll records pursuant to California Labor Code section 1776(a). The records shall be furnished at least once a month to the California Labor Commission pursuant to California Labor Code section 1771.4(a)(3).

4. Description of Request: Removal and replacement of linoleum and carpeting at Colusa County Behavioral Health Building located at 162 E. Carson St., Colusa, as more specifically detailed on the Project Specifications below and the attached photos.

5. Types of Bids Required:
   A. Lump-sum bids shall be provided, per the specification sheet included with this request for bids.

   B. Conditional Bids shall not be considered

Attachment: RFB - Flooring Removal & Replacement [Revision 1] (8224 : Adopt Plans, Specifications for RFB)

6. Time of Completion: The work is to be completed within ninety (90) calendar days measured from the date of full execution of the County Contract.

7. Time and Place of Submission of Bids:

   A. Time: Three (3) bids shall be submitted on or before **March 28, 2022** no later than **2:00 p.m.** at which time they will be opened and read aloud by the County.

   B. Place: All Bids shall be delivered to:

   Clerk to the Board of Supervisors
   547 Market Street, Suite 102
   Colusa, CA, 95932.

   C. Please include three (3) copies of bid document in a sealed envelope clearly marked:
   "FLOORING REMOVAL/REPLACEMENT AT BEHAVIORAL HEALTH"

   D. No oral, telephonic, faxed, or e-mailed proposals or modifications will be considered.

   E. A responsive bid must include a fully completed Bid Worksheet. Bidders may use the provided Bid Worksheet or submit their own bid worksheet and additional information sheets, as needed. If a bidder uses its own worksheet, the worksheet must substantially comply with the format in the attached Bid Worksheet.

   F. All bids shall be presented under sealed cover and shall be accompanied by a security bond in the amount of ten (10) percent of the bid amount to guarantee the bid. Upon award to the lowest bidder, the security of unsuccessful bidders shall be returned no later than sixty (60) days from the date the contract is awarded. The County will accept the following forms of security:

      1) Cash;
      2) A cashier's check made payable to the County;
      3) A certified check made payable to the County; or
      4) A bidder's bond executed by an admitted surety insurer, made payable to the County.

   G. Any questions regarding this RFB can be submitted to the Public Purchase Website until 2:00 p.m. March 23, 2022:

   https://www.publicpurchase.com/gems/colusaco.ca/buyer/public/home

   Any addenda issued shall be included in the bid proposal.

Attachment: RFB - Flooring Removal & Replacement [Revision 1] (8224 : Adopt Plans, Specifications for RFB)

H. All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of your Bid. Corrections shall be initialed in ink by the person signing the Bid.

I. Corrections and/or modifications received after the closing time specified will not be accepted.

J. Bids must be submitted by the closing date or prior to the time specified to be considered.

K. Any Bid tendered after the time specified will be returned to the Vendor.

L. Bid pricing shall remain open and valid subject to acceptance for ninety (90) days after RFB closing date.

M. Bid Prices by Vendor are considered accurate and cannot be withdrawn after the RFB process is closed.

N. Upon submission of Bid, all such documents shall become the property of the County.

O. Detailed schematic drawings must be submitted with bid response.

P. The County reserves the right to reject any and all bids.

Q. The successful vendor shall be required to enter into a contract with the County of Colusa for the services to be provided. Such contract shall incorporate the specifications of the RFB. *(A draft copy is attached)*

R. Any Change Orders or issues that may arise must be discussed with the Maintenance Supervisor for prior approval of the best course of action.

8. Quantity and Quality of Materials or Services: All materials and supplies furnished for this Project must comply with County specifications. Materials or supplies, which, in the opinion of the County, are not in accordance with-in conformity with such specifications, shall be rejected and promptly removed from the County premises at the vendor's expense.

9. Award: The Project shall be awarded to the lowest responsible bidder in accordance with California Public Contract Code section 20128.

10. Each Bid shall follow the format specified by the County. Any bid not complying with the County format shall be considered nonresponsive.

11. Securing Document: The bid specifications are obtainable from the Purchasing and Procurement Division, 547 Market Street, Suite 110, Colusa, California, 95932 or at www.countyofcolusa.org/bids.aspx.

Attachment: RFB - Flooring Removal & Replacement [Revision 1] (8224 : Adopt Plans, Specifications for RFB)

12. Withdrawing Bids: No Vendor may withdraw his bid for a period of ninety (90) days after the date and time set for the opening thereof, and no bid security shall be released prior to said date; provided, however, that the County may release the Bid and Bid security of unsuccessful vendors after confirming the technical and formal sufficiency of the Bid and Bid security of the three (3) lowest vendors. In no event shall the Bid for security of the three (3) lowest vendors be released before execution with the County of Colusa of an Agreement with the successful vendor, or the expiration of ninety (90) days, whichever occurs first.

13. Rejection of Bids: The County of Colusa reserves all rights to utilize any alternate procedure authorized by the Public Contract Code Sections 20150.9 and 20150.10, including but not limited to rejecting all bids and/or to waive any informality in the RFB process.

14. Default by Vendor: In case of default by vendor, the County reserves the right to:

    A. Cancel the order and obtain the service on the open market, in which case, Vendor shall be responsible to County for the difference between the Bid price and the purchase price if the purchase is higher; and/or

    B. Assess a reasonable per day charge against the vendor for inconvenience or damages incurred by County as a result of delayed delivery, except when delivery is delayed by fire, strike, freight embargo, act of Government, or an act of God.

    C. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

15. Non-Funding Clause: Funds provided for commodities or services under the terms of an agreement, contract or Bid are contingent on availability of funds. Should sufficient funds not be allocated during those terms, amounts due may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

16. Detailed specifications are attached, marked "Project Specifications". These minimum specifications are not intended to be restrictive, but descriptive of the type and quality of product the County desires to obtain. Vendors will not be allowed to make unauthorized substitutions.

17. Bid Sheet is attached, marked "Bid Worksheet".

18. Point of Sale is Colusa, CA.

Attachment: RFB - Flooring Removal & Replacement [Revision 1] (8224 : Adopt Plans, Specifications for RFB)

Scope of Work for Flooring at Colusa County Behavioral Health Building

1: Contractor will be responsible for installing new carpet tiles and linoleum in specified places throughout the building. Detail below.

2: Contractor will be responsible for the removal of existing flooring and prep of all areas that will be receiving new flooring, and disposing of old material.

3: Contractor will install per specs Shaw item # ew24/59575 75505 magnetic fields carpet tiles. @ approximate 18,800 sq. ft. in areas indicated.

4: Contractor to also re install all rubber base molding throughout the building where all new flooring will be installed. Color will match existing new rubber base which is a dark grey.

5: Contractor will install a commercial grade linoleum (2,800 sq. ft.) in areas indicated. Contractor will supply a limited color sample for County to choose. Some of these areas will include removing toilets and reinstalling them.

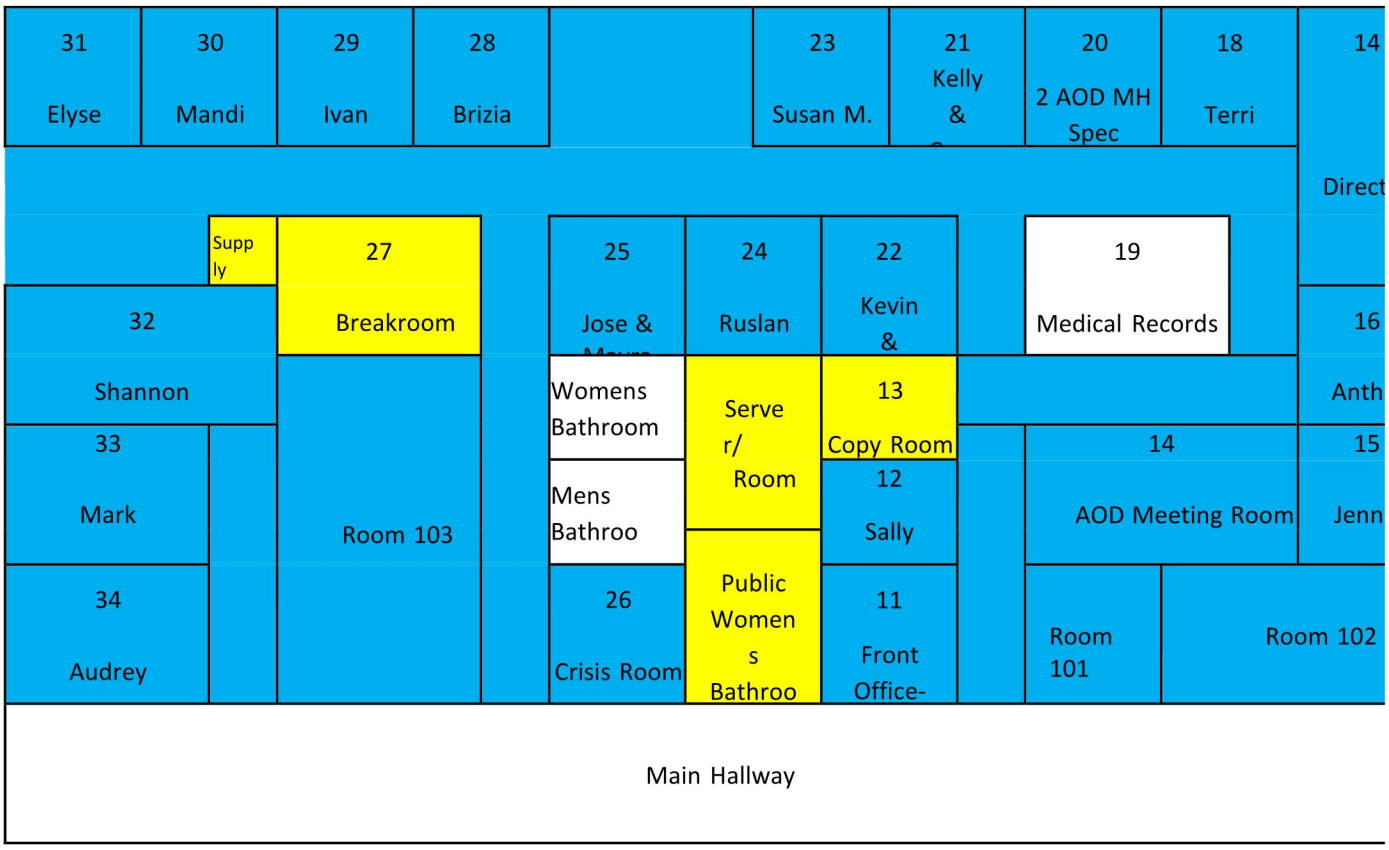
6: A job walk will be required prior to the start of job to establish a schedule to relay to the department head to make sure the departments staff will be able to plan on what areas will be affected and when.

7: Employees will be asked prior to start of job to have all personal belongings to be removed to give the best access to the areas as possible.

8: Contractor to keep a safe and clean work site.

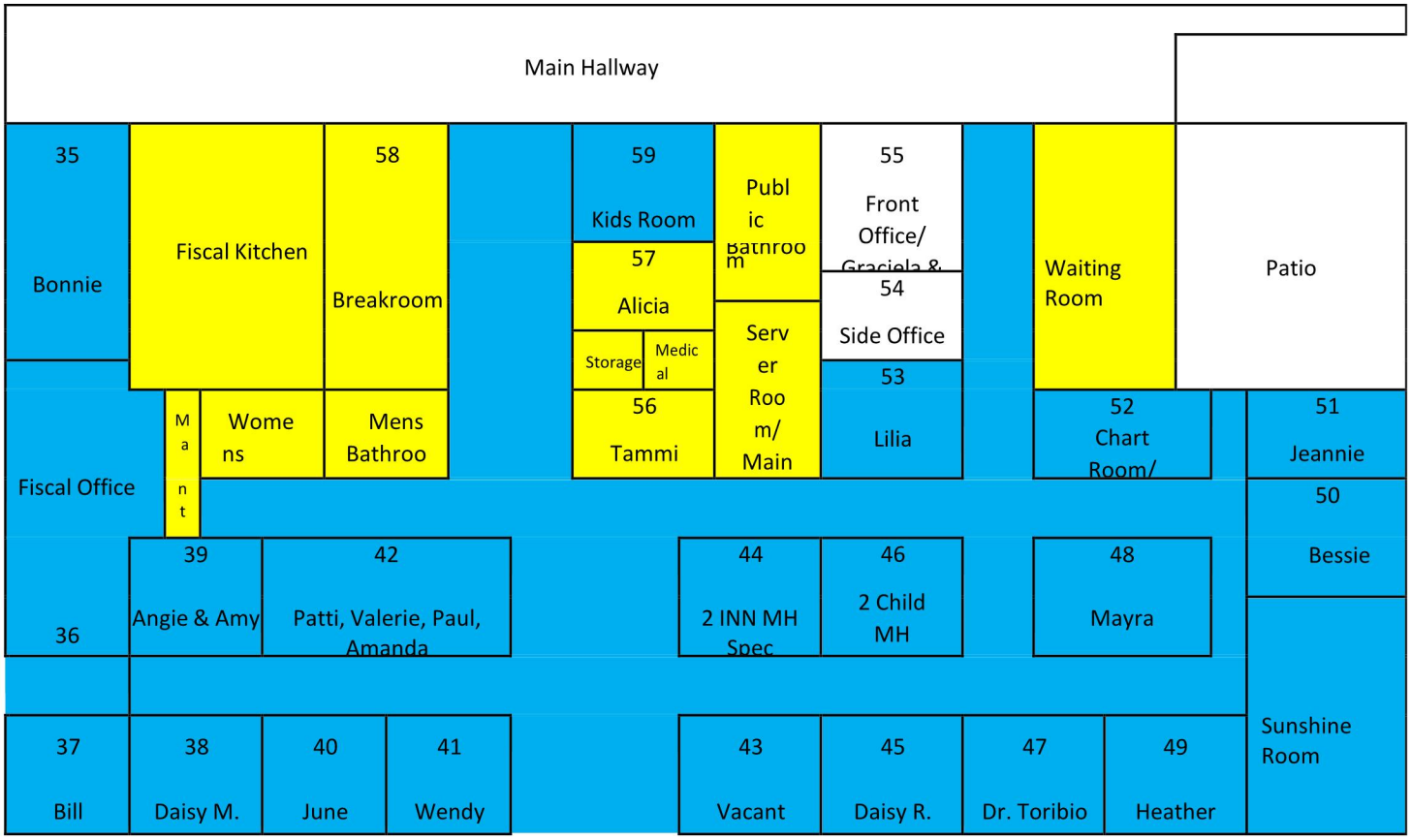
Attachment: RFB - Flooring Removal & Replacement [Revision 1] (8224 : Adopt Plans, Specifications for RFB)

Side A



Attachment: RFB - Flooring Removal & Replacement [Revision 1] (8224 : Adopt Plans, Specifications for RFB)

Side B



Attachment: RFB - Flooring Removal & Replacement [Revision 1] (8224 : Adopt Plans, Specifications for RFB)

SUB-CONTRACTOR'S LIST

Sub-Contractor Name	Department of Industrial Relations(DIR) Registration#	Address	Description of Portion of Work Subcontracted

Attachment: RFB - Flooring Removal & Replacement [Revision 1] (8224 : Adopt Plans, Specifications for RFB)

C____-_____

Flooring Removal and Replacement Contract

This public works construction contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and _____ ("Contractor"), a _____. 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 services for the removal and replacement of flooring at the Colusa County Behavioral Health Building located at 162 E. Carson Street, Colusa, 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 upon _____, and shall continue until _____.

3. **Compensation:** County will pay Contractor compensation not to exceed $_____, as provided for in Attachment "B" bid worksheet. 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:** Upon completion of the project, Contractor shall provide County with an invoice for the work done at that location. 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: Draft Flooring Contract [Revision 1] (8224 : Adopt Plans, Specifications for RFB)

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: Draft Flooring Contract [Revision 1] (8224 : Adopt Plans, Specifications for RFB)

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: Draft Flooring Contract [Revision 1] (8224 : Adopt Plans, Specifications for RFB)

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: Draft Flooring Contract [Revision 1] (8224 : Adopt Plans, Specifications for RFB)

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 22.B 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: Draft Flooring Contract [Revision 1] (8224 : Adopt Plans, Specifications for RFB)

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:

Office of the County Administrator
ATTN: Wendy G. Tyler
547 Market St., Suite 102
Colusa, CA 95932

If to Contractor:

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

Attachment: Draft Flooring Contract [Revision 1] (8224 : Adopt Plans, Specifications for RFB)

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 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" Request for Bid
B. Attachment "B" Bid Worksheet

COUNTY OF COLUSA

_____Date:_____
J. Merced Corona, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

CONTRACTOR

_____Date: _____
Signature

_____
Printed Name and Title

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

By
_____
Ann Nordyke, Deputy

Attachment: Draft Flooring Contract [Revision 1] (8224 : Adopt Plans, Specifications for RFB)

BID WORKSHEET

NAME_____

ADDRESS_____

CITY_____STATE_____ZIP CODE_____ PHONE_____

DIR #:_____ Contractor License #_____Exp:_____

Remove and Replace Flooring at the Colusa County Behavioral Health Bldg.

ITEM	PRODUCT	PRICE
1	CARPETING	$
2	LINOLEUM	$ $
3	LABOR:	$
4	Other Costs (Describe):	$
	Sales Tax	$
	GRAND TOTAL	$

Dollar figure shall include all appropriate costs, including **prevailing wage** labor costs, all material and equipment costs, permits, freight, etc.

VENDOR

_____ _____

Signature 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 _____day of_____, 2022.

Attachment: BID WORKSHEET - Flooring at Behavioral Health (8224 : Adopt Plans, Specifications for RFB)

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that Colusa County is requesting bids from licensed contractors for the removal and replacement of flooring at the Colusa County Behavioral Health Building, located at 162 E. Carson St., Colusa, CA, as more specifically detailed in the Scope of Work section of the Request for Bids (RFB). There is a **mandatory** pre-bid walkthrough scheduled at the site on March 14, 2022 at 11:00 a.m. Bids must be received at the County Board Clerk's Office, 547 Market St., Suite 102 Colusa, California 95932 no later than 2:00 p.m. on March 28, 2022.

The RFB and Bid forms are available on the County website at www.countyofcolusa.org in the Bids & RFP's section.

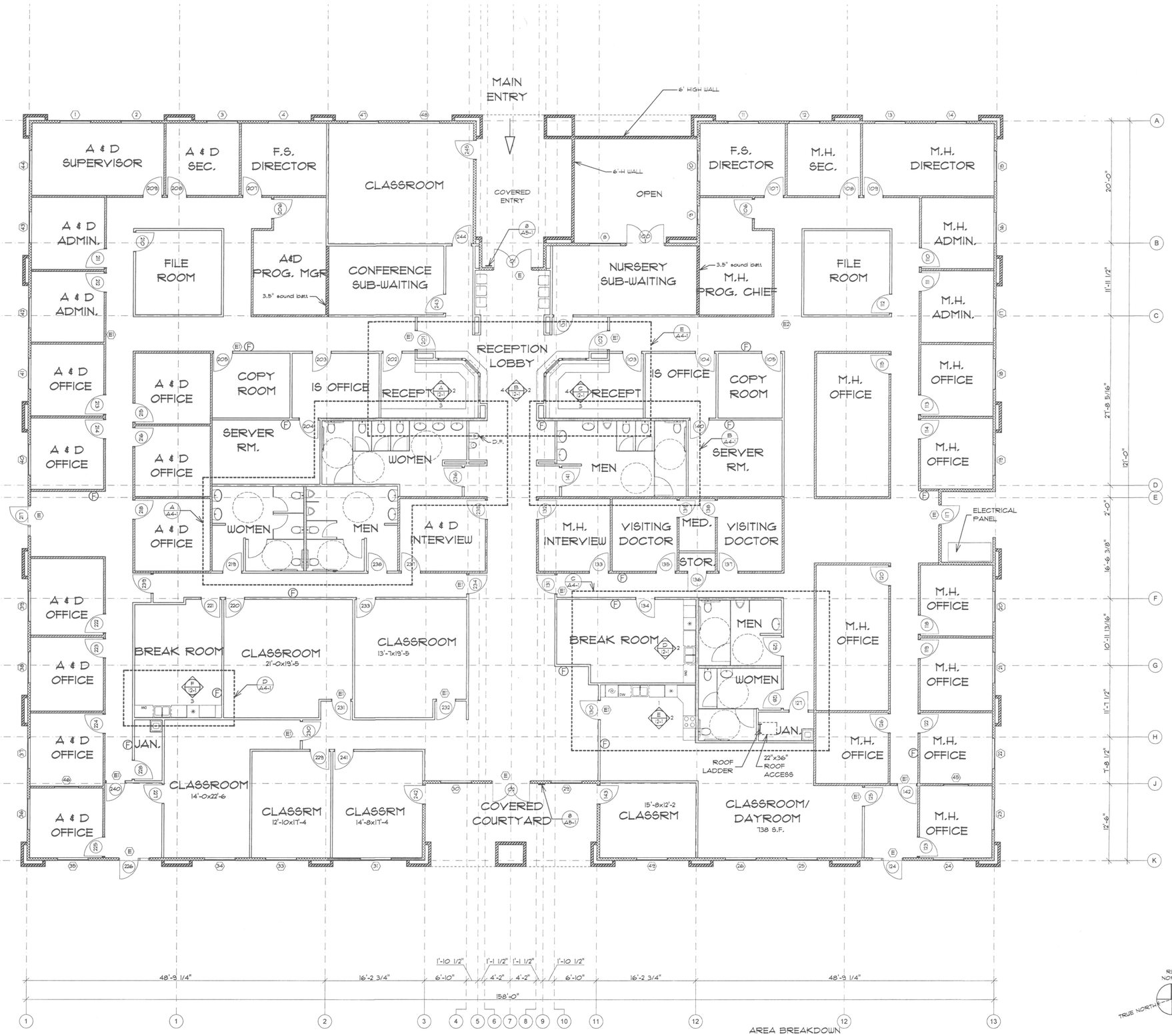
Each bid shall be enclosed and submitted in a sealed envelope, bearing the project name, the bidder's name, contractor's license type and number, and expiration date.

The County of Colusa reserves the right to reject any bids.

Date:

_____
Melissa Kitts, Deputy

Attachment: NOTICE TO BIDDERS - BHS Flooring (8224 : Adopt Plans, Specifications for RFB)



EXIT SIGNAGE

(E) (E1) (E2) FOR EXIT FIXTURES SEE SHEET A1-2

FIRE EXTINGUISHER

(F) 2A10BC FIRE EXTINGUISHER MOUNTED @ 48" A.F.F.

AREA BREAKDOWN

NET BUILDING AREA	18,047 S.F.
BUILDING AREA UNDER ROOF	18,884 S.F.

SCALE 1/8"=1'-0"

0 1'-0 5'-0 10'-0

REF NORTH

TRUE NORTH

ARCHITECTURAL FLOOR PLAN

AEC GROUP
ARCHITECTURE
ENGINEERING
CONSULTING
530-892-8008
555 FLYING V, STE. 3
CHICO, CA 95928
FAX 530-892-0392
E-MAIL AECGROUP@AOL.COM

LARRY J WARNER AIA CSI C19689

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CONSULTANTS

PROJECT
COLUSA COUNTY
BEHAVIORAL HEALTH

JOB SITE
EAST CARSON ST
COLUSA, CA

CLIENT
COUNTY OF COLUSA
BEHAVIORAL HEALTH
85 E. WEBSTER ST..
COLUSA, CA 95932

OWNER
COUNTY OF COLUSA
BEHAVIORAL HEALTH
85 E. WEBSTER ST..
COLUSA, CA 95932

REVISIONS

No.	Date	Description
1	5/14/01	GENERAL REVISIONS
2	7/11/01	RESUBMITTAL
3	9/6/02	ALTERNATE BID DOC'S

DRAWING TITLE
ARCHITECTURAL
FLOOR PLAN

Plan No.

Proj. No.

Drawn By:
CJF

Dwg. File
CJF/MYDOCS/PROJ/GOV/BEHAVIORAL

Printed

Date
4/17/01

Scale
1/8" = 1'-0" U.N.O.

A E C GROUP

SHEET
A1-1

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Attachment: Bldg Specs - Colusa County Behavioral Health Project Plans [Revision 1] (8224 : Adopt Plans, Specifications for RFB)

COUNTY OF COLUSA, CA

3.1

Request For County Board of Supervisors Action

MEETING DATE: March 1, 2022

DEPARTMENT: Auditor

FROM: Ann Nordyke

SUBJECT: Approve Special Claims

Approve Special Claims.

Detailed Description/Background of request
None.

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

Action for the Clerk
None.

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: March 1, 2022

DEPARTMENT: Community Development

FROM: Greg Plucker

SUBJECT: Small Residential Agricultural Lot Creation Discussion

Presentation and direction regarding land use regulation amendments allowing for the creation of smaller agriculturally zoned residential lots.

Detailed Description/Background of Request

Background

As discussed at the Board's September 1, 2020 meeting, County staff has been approached with questions about the ability to subdivide a small portion of a larger agricultural parcel in order to create a separately owned residential parcel to address estate planning and other unique circumstances (Attachment #1). In one of the recent cases, there is a large agriculturally zoned parcel that is owned by a trust and there is a desire to create a smaller parcel in order to transfer it and the existing home to one of the family members so that they could own their own home separate from the trust. In another recent case, there is a desire to separate an existing historic farm house from a larger agriculture parcel in order to sell the home so that it can be rebuilt and preserved.

Under the County's existing General Plan and Zoning requirements, the minimum parcel size for properties with an agricultural land use designation is either 40 acres (Exclusive Agricultural Zoning Designation) or 80 acres (Foothill Agricultural Zoning Designation). These minimum parcel sizes were established during the 2012 General Plan and 2014 Zoning Code amendments in an effort to reduce conflicts between extensive agricultural operations on the valley floor and the then 10-acre minimum parcel size for agriculturally zoned parcels. The inquiries that staff has received represent a potentially different circumstance then what was occurring prior to 2012 when 10-acre agricultural lots were being created and sold as residential properties.

At the conclusion of the September 1st meeting, Chair Carter appointed Supervisors Evans and Corona to an Ad-Hoc Committee to consider this possibility. Senior Deputy County Counsel Sutton and Community Development Director Plucker served as staff. Since that time, the Ad-Hoc Committee has met several times during which a number of potential issues were identified. These issues included the introduction of incompatible uses, the creation of small lots for the purpose of creating rental homes or

saleable lots, and other negative impacts to the County's agricultural resources.

In order to address these issues, a number of conditions were developed that could potentially address the identified issues. These conditions included:

1.) Require specific findings that the home is part of an active agricultural operation, how the creation of the lot would not impact those agricultural operations, or would cause the proliferation of other small lots nearby;

2.) Allow the creation of a small agricultural lot only for a habitable home that has been in existence since January 1, 2000;

3.) Require a deed restriction that the home be used as the primary residence of the landowner and any future remodel or reconstruction would be substantially consistent with the existing architectural design of the original home;

4.) Allow the small agricultural lot to be created only if it would be held in a different ownership from the parent parcel in conjunction with the creation of the parcel;

5.) Limit the size of the small agricultural lot to the minimum size necessary to provide a septage system and the residential well, approximately 2 acres; and

6.) Limit the construction of another house on the parent parcel unless the original parcel size was greater than or equal to 80 acres and restrict further subdivision for at least 20 years.

The above conditions were developed in an attempt to provide safeguards to protect the County's agricultural resources and avoid the creation of incompatible residential uses. Initially with the above conditions, staff believed that there would only be a limited number of such lots created. However, as staff was preparing to bring this item back to the Board for consideration additional discussions occurred with the Assessor's Office regarding the potential impacts of Proposition 19 and the Williamson Act for these potential small agricultural lots exemptions.

Based on the Assessor's Office estimation, there could be hundreds of parcels that may be eligible for such an exemption. The Assessor's Office believes that clarifying legislation may be forthcoming that would address some of the Ad Hoc Committee's concerns, and it would not be prudent to move the small agricultural lot provision forward at this time due to potential unintended consequences that may undermine the goal of preserving historic farm homes.

At this juncture, the Ad Hoc Committee and staff is recommending that this issue be tabled until such time as the issues around Proposition 19 have been addressed.

Prior Board Action

In September, 2020 the Board considered this issue and the Chair formed an Ad-Hoc Committee to review the matter.

Fiscal Impact/Funding Source

This is only a discussion item and no fiscal impact is anticipated at this time.

Action for the Clerk.

None at the present time.

ATTACHMENTS:

- Attachment #1 Sept 01 2020 Board Staff Report Small Ag Lot Creation (PDF)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: September 1, 2020

DEPARTMENT: Community Development

FROM: Greg Plucker

SUBJECT: Agricultural Properties - Parcel Size Discussion

Presentation, and possible direction regarding potential general plan and zoning amendments to allow single-family home parcels on agriculturally zoned land that is smaller than otherwise currently allowed.

Detailed Description/Background of Request

Background

County staff has been approached with questions about the ability to subdivide a small portion of a larger agricultural parcel in order to create a separately owned residential parcel to address estate planning and other unique circumstances. For example, a large agriculturally zoned parcel may be owned by a family partnership or trust and there is a desire to create a smaller residential parcel in order to transfer it to one of the family members so that they could own their own home separate from the partnership/trust. In another recent example, there is a desire to separate an existing historic farm house from a larger agriculture parcel in order to sell the home so that it can be rebuilt and preserved.

Example: The below picture shows a 1,500+ acre farm comprised of 9 - 160+ acre parcels (yellow square highlight) which is held in title by a family trust. Within this farm there is a single-family home (red circle highlight) that is occupied by a family member. The trustee of the farm would like to transfer the ownership of the home and the accompanying 4+ acres of land that is being used as part of the single-family home to a family member for their home. Under the existing General Plan and Zoning Ordinance, the parcel would have to be a minimum of 40 acres (Agriculture General - General Plan Designation and Exclusive Agriculture - Zoning District) or 80 acres (Agriculture Upland - General Plan Designation and Foothill Agriculture - Zoning District). A parcel map could be processed which would result in a 40 acre parcel and a 120 acre parcel from the parent 160 acre parcel. However, because the 40 acre parcel contains 36 acres of actively farmed land this subdivision would not be financially feasible; nor would the potential impact on the larger farming operations be desirable.

Attachment: Attachment #1 Sept 01 2020 Board Staff Report Small Ag Lot Creation (8136 : Small Residential Agricultural Lot Creation

The 40-acre minimum parcel size was established during the 2012 General Plan and 2014 Zoning Code updates in effort to reduce conflicts between extensive agricultural operations on the valley floor and 10-acre agriculturally zoned parcels that were being created and used for primarily residential uses. The inquiries that staff has received represent a potentially different circumstance then what was occurring prior to 2012 when 10-acre agricultural lots were being created and sold. The purpose of this discussion item is to seek the Board's direction on whether there is a desire to explore the ability to allow for these types of subdivisions and what regulatory safeguards would be needed to prevent incompatibility issues between large agricultural operations and these smaller residential lots in order to protect the agricultural operations in the County.

Allowing these types of smaller subdivisions would require a General Plan amendment and changes to the County's zoning code. Additonally, in conducting a preliminary review of this issue, staff has identified a potential solution that would help minimize conflicts and the potential proliferation of single-family homes in areas zoned for extensive agriculture through the use of Transferable Development Rights (TDRs). TDRs is a process by where a certain development right is transferred from one parcel to another. Typically this is done in order to restrict the development potential of one property and increase the development of potential of the other. The TDR process would shift the right to build a residence from the parent parcel to just the smaller (child) parcel. This would help limit the proliferation of single-family homes on agricultural zoned parcels. In addition, staff has identified other issues that may require additional land use regulations to provide additional safeguards to prevent conflicts:

Attachment: Attachment #1 Sept 01 2020 Board Staff Report Small Ag Lot Creation (8136 : Small Residential Agricultural Lot Creation

1.) Parcel Sizes:

a. Should the parent parcel be required to meet the minimum zoning parcel size requirements before and/or after the subdivision?

b. Should there be a minimum size for the new parcel and/or a maximum size?

2.) Prevention of Proliferation

a. Should there be a limitation on the number of times this type of subdivision would be allowed?

b. Should only one such subdivision be allowed on the parent parcel regardless of size?

c. Should only one such subdivision be allowed on all of the parcels that are of the same ownership interest?

d. Should the creation of such a parcel only be allowed for an existing home?

3.) Review Authority

a. Should approval of the parcel creation, whether it occurs through a parcel map or lot line adjustment, require a public hearing at the Planning Commission level?

b. Should the approval process require specific findings relating to the protection of the surrounding agricultural operations, avoidance of successive similar subdivisions in the vicinity, and other potential findings that may be necessary to protect the County's agricultural operations and avoid incompatible uses.

4.) Disclosures

a. Should standard disclosures be created and required in addition to the County's right-to-farm ordinance?

The above list is not intended to represent all of the issues that would need to be addressed in order to provide the necessary safeguards to protect the County's agricultural operations and avoid incompatible uses; the list provides a starting point for the necessary discussions.

Staff has brought this item to the Board due to citizen inquiries. At this juncture, staff is seeking the Board's direction on whether the Board desires to have staff continue reviewing this possibility. Should the Board determine that this is a process that you would like staff to continue to explore, the Chair may wish to consider appointing two

Attachment: Attachment #1 Sept 01 2020 Board Staff Report Small Ag Lot Creation (8136 : Small Residential Agricultural Lot Creation

Board members to work with staff (Community Development Department and County Counsel's office) to explore this possibility further. Staff would then report back to the full Board with the recommendation from the Ad-Hoc Committee following this effort; which may be for or against moving forward depending on the subsequent analysis.

Prior Board Action

None

Fiscal Impact/Funding Source

This is only a discussion item no fiscal impact is anticipated.

Action for the Clerk.

None

Attachment: Attachment #1 Sept 01 2020 Board Staff Report Small Ag Lot Creation (8136 : Small Residential Agricultural Lot Creation

COUNTY OF COLUSA, CA

5.1

Request For County Board of Supervisors Action

MEETING DATE: March 1, 2022

DEPARTMENT: County Administrative Office

FROM: Wendy Tyler

SUBJECT: **Authorize Termination of Contract C21-046, an Agreement with the Glenn-Colusa Irrigation District for Shared Maintenance Work and Appoint Ad-Hoc Committee for renegotiation of the Agreement.**

Authorize County Administrative Officer to Issue Notice of Termination to Glenn-Colusa Irrigation District for the Shared Maintenance Agreement (C21-046) and Appoint Supervisors Evans and Boes to an Ad Hoc Committee for the purpose of renegotiating the agreement.

Detailed Description/Background of request

In 2020 and 2021 there was an Ad Hoc Committee for the purpose of negotiating an agreement with the Glenn-Colusa Irrigation District for shared maintenance work. That agreement was finalized in March 2021, and the Ad Hoc Committee dissolved.

Some issues have arisen regarding implementation of the agreement. We are requesting that the existing Agreement be terminated and the Ad Hoc Committee be reconstituted for the purpose of meeting with GCID Board Members and their staff to resolve these issues and negotiate a new agreement.

The agreement provides for termination without cause upon thirty days' written notice.

Prior Board Action

March 24, 2020 original Ad Hoc Committee appointed by Chairman Carter

March 30, 2021 MOU approved by Board of Supervisors, Ad Hoc dissolved

Fiscal Impact/Funding Source

None.

Action for the Clerk

Add Committee to master list.

ATTACHMENTS:

- C21-046 Glenn-Colusa Irrigation District (PDF)

**Agreement between Colusa County and Glenn-Colusa Irrigation District,
For Shared Maintenance Work Involving Bridges and Conduits On Or Near County Roadways**

This Agreement is between the County of Colusa, a political subdivision of the State of California ("County"), and Glenn-Colusa Irrigation District ("GCID"), an Independent Special District formed under the Irrigation District Law, Government Code section 20500, et seq., regarding the maintenance costs for the improvement, repair or replacement of certain water conduit facilities, bridges, and roadways that lie within County rights-of-way within Colusa County, as described below. The County and GCID each may be referred to herein as a "Party" and are collectively referred to herein as the "Parties." This Agreement shall become effective upon the date last signed and shall remain in effect until terminated.

Background

A. **Water Facilities.** GCID is generally solely responsible for the maintenance of its irrigation and drainage system. The Parties recognize that water conduit facilities such as canals, culverts, ditches, waterways, laterals, box culverts, and pipelines directly operated by GCID for the conveyance and delivery of irrigation water directly, and intersecting County roadways (collectively "Water Facilities"), must be maintained so as to not interfere with County roadways, and in order for GCID to provide water service for agricultural production requirements on lands within GCID and the County. The maintenance of such Water Facilities is mutually beneficial to the Parties, and as such the Parties are interested in agreeing to pay for, and apportion between them, the maintenance costs associated with certain aspects of such Water Facilities, consistent with Water Code section 7036.

B. **County Roads and Bridges.** The County is responsible for the maintenance of all County roadways, highways, and bridges that are included in its respective County Road System.

C. **Definitions of Conduit and Bridge.** As used in this Agreement, the terms "conduit" and "bridge" are understood to have the meaning given to them in Water Code sections 7030 and 7031.5 respectively.

D. **Shared Maintenance.** The Parties recognize that there will be circumstances in which the maintenance of their respective facilities and properties may impact each other. To that extent, the Parties agree to share the costs of maintenance for Water Facilities that intersect the County roadways as follows:

Agreement Terms

A. Prior to undertaking the maintenance, repair or improvement of any Water Facility that lies within a County right-of-way ("Project"), the Parties agree to the following:

1. Authorized representatives of the County and GCID will promptly meet at the Project site and discuss the potential Project, including but not limited to the proposed maintenance work, the impact on both Parties, the cost of the Project, and the estimated time frame of the Project.

2. The Parties shall identify the specifics of the Project, and ensure that the Project complies with local and State laws regarding:

a. Water flow requirements

Attachment: C21-046 Glenn-Colusa Irrigation District (8213 : Termination of GCID MOU and appointment of Ad Hoc)

b. Inlet and outlet requirements
c. Traffic load requirements
d. Materials to be used
e. Design lines and grades
f. County road right-of-way width
g. Finished road surface and width measurements
h. Estimated costs for the Project
.i. Any other issues critical to the successful completion of the Project.

3. Prior to beginning construction on the Project, the Parties will confirm in writing their agreed upon approach regarding the implementation of the Project, the Project schedule, the designation of responsibilities for specific tasks, and each Party's responsibilities for the Project.

B. **Costs and Tasks.**

1. Tasks and responsibilities may vary from Project to Project depending upon specific Project site requirements.

2. Consistent with Water Code section 7036, the Parties agree to share tasks and costs of repair, improvement or replacement for each Project as follows:

a. For bridges and appurtenant box culverts included in the National Bridge Inventory System, or other bridges and box culverts that cross County highways and have been accepted by the County in accordance with Water Code section 7034, the County shall be solely responsible for the repair, improvement or replacement of bridges within County rights-of-way.

b. For Projects involving Water Facilities, as depicted in Exhibit A, within County rights-of-way, the County and GCID shall share responsibilities as follows:

1) The County shall be responsible for the following tasks:
   a) Site preparation
   b) Road flagging and detours
   c) Excavation and demolition
   d) Installation of pipe materials including bedding, backfill, roadway structural work, and road surface restoration.

2) GCID shall be responsible for the cost of the pipe materials used for the repair, improvement or replacement of lateral conduit crossings, including transportation and delivery of such material. GCID will be responsible for any costs to upsize the pipe diameter as warranted, and the County will be responsible for any costs to upgrade the pipe material to accommodate road and vehicle loading requirements.

3) GCID shall be responsible for all materials and installations for the repair, improvement or replacement of lateral conduit crossings outside of the County right-of-way including lateral conduit crossing extensions, and headwalls.

Attachment: C21-046 Glenn-Colusa Irrigation District (8213 : Termination of GCID MOU and appointment of Ad Hoc)

4) Exhibit A will be periodically updated as necessary and as mutually agreed to by the Parties.

d. For Water Facility repair or maintenance that intersects a County road or highway, but which does not pose a hazard to the safety of the traveling public, and whose repair or replacement is solely due to changes in water flows brought about by changes in the operation or maintenance of the Water Facility system, GCID shall be solely responsible for such work. The County shall be solely responsible the replacement of any Water Facility necessitated by the County's need to increase road vehicle use, loading, or other similar uses. In these cases, the County and GCID shall respectively provide advanced notice to the other Party and coordinate such Projects.

C. **Permitting.**

1. Neither the County nor GCID are aware of any current permitting requirements for any specific Projects that would be performed under this Agreement. If permits are required from a third party to perform a specific Project under this Agreement, the County and GCID will meet and confer to determine and assign any permitting responsibilities on a case-by-case basis, or otherwise amend this Agreement in accordance with Section I below.

2. If permits are required from a third party, the County and GCID shall each pay their proportionate share of the permitting fees and costs incurred for obtaining the required permits for the work performed under this Agreement, including but not limited to the preparation of permit applications and submittals, and reasonable and necessary consultant costs associated with obtaining the permits. The County and GCID shall meet and confer in good faith to determine such proportionate cost shares.

3. If permits are required from a third party, GCID shall train and make available staff members to perform any necessary biological monitoring for the Giant Garter Snake as may be required under any permits. GCID shall pay for such training and shall incur all costs associated with making its staff members available to perform such monitoring. The value of this service shall be applied to GCID's proportionate cost share obligations under this Agreement.

4. If permits are required from a third party, the County and GCID shall each pay their proportionate share of the costs incurred for acquiring any mitigation habitat required under the permits for the work performed under this Agreement. The County and GCID shall explore the potential for utilizing any properties they each own that could qualify as mitigation habitat, in order to reduce the out-of-pocket costs for acquiring necessary mitigation habitat. If the County or GCID utilize their property for mitigation habitat, then the fair market value of such property shall be applied to their proportionate cost share obligations under this Agreement.

D. **Indemnification.** Each Party shall indemnify, defend, and hold harmless the other Party and its directors, officers, employees, and agents against any liability, loss, expenses, and claims of any kind, including attorney's fees and legal expenses, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the indemnifying party, its officers, agents, or employees during the performance of this Agreement.

Attachment: C21-046 Glenn-Colusa Irrigation District (8213 : Termination of GCID MOU and appointment of Ad Hoc)

E. **Insurance.** The Parties shall maintain all appropriate insurance policies required by local and State law, including but not limited to workers' compensation coverage, general liability coverage, and automobile liability coverage.

F. **Venue.** The Parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.

G. **Written Notification.** Any notice, demand, request, consent, approval or communication that any Party desires or is required to give to the other Party shall be in writing and either served personally or sent prepaid, first class mail, or to the authorized email address of the agreed upon representative of the Party. Notice shall be deemed communicated within 48 hours from the time of mailing or email, excluding weekends and holidays.

H. **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of Agreement between the Parties. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

I. **Amendments.** This Agreement may be modified or amended only by a written document executed by the Parties and approved as to form by Colusa County Counsel.

J. **Waiver.** The failure on the part of any Party to exercise any right or remedy under this Agreement will not operate as a waiver of any right or remedy that Party may have under this Agreement or applicable law; provided however, that while this Agreement remains in effect, or to the extent a Project was identified by either Party for shared maintenance prior to the termination of this Agreement, the Parties waive any rights or remedies they may have under Water Code sections 7034 and 7035 to impose any further obligations on another Party beyond those set forth in this Agreement.

K. **Execution.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the Parties. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

L. **Termination.** This Agreement may be terminated by GCID or the County, under the following circumstances:

1. Immediately for cause if a Party violates any of the terms or provisions of this Agreement; or,

2. Without cause upon thirty (30) days' written notice of termination.

Attachment: C21-046 Glenn-Colusa Irrigation District (8213 : Termination of GCID MOU and appointment of Ad Hoc)

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

COUNTY OF COLUSA

Chairman of the Board of Supervisors

Date: 3/30/21

GLENN-COLUSA IRRIGATION DISTRICT

Chairman of the District Board

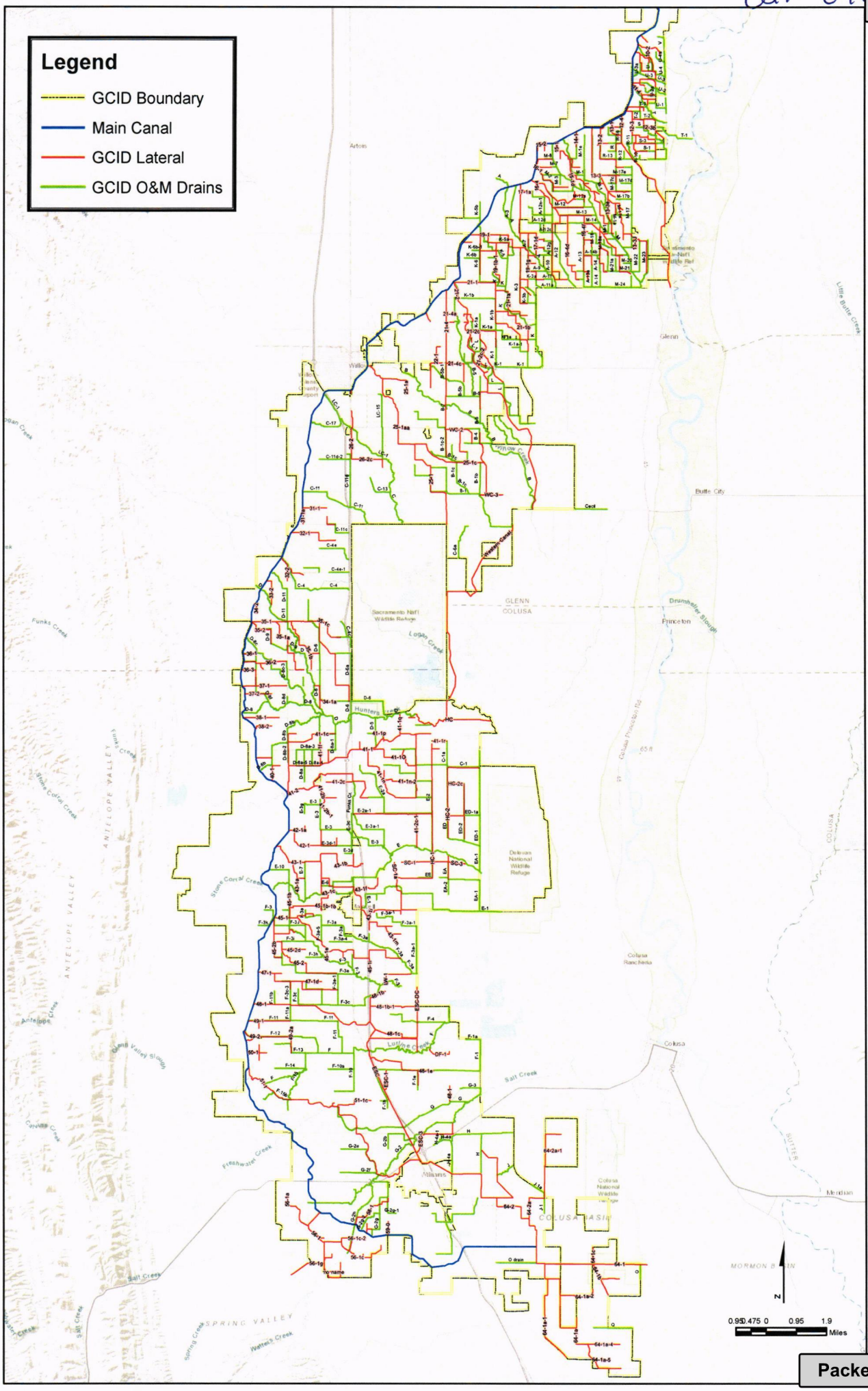
Date: 4/15/21

APPROVED AS TO FORM

Marcos A. Kropf, Colusa County Counsel

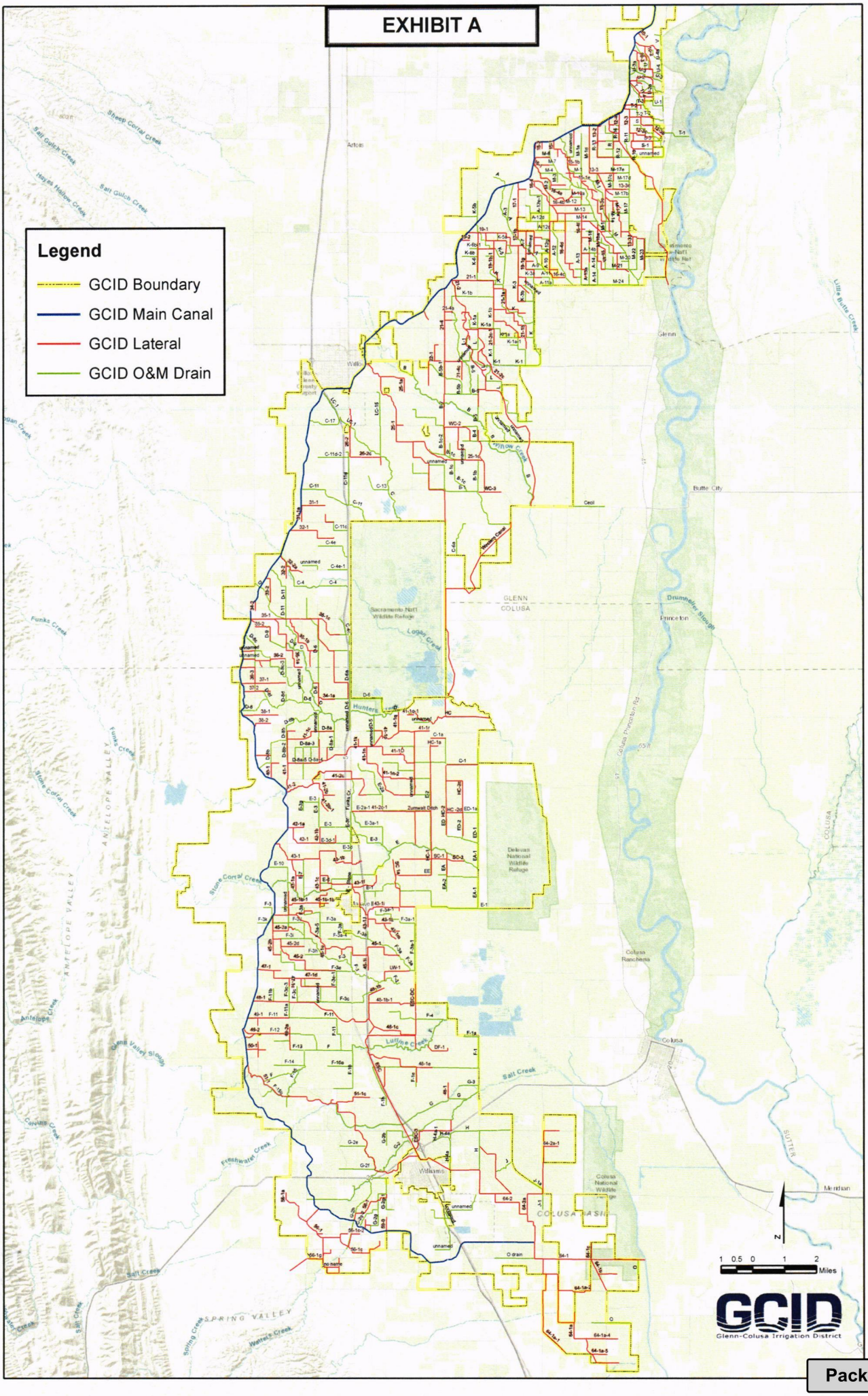
ATTEST: Wendy G. Tyler,
Clerk to the Board of Supervisors
By _____, Deputy

Attachment: C21-046 Glenn-Colusa Irrigation District (8213 : Termination of GCID MOU and appointment of Ad Hoc)



Attachment: C21-046 Glenn-Colusa Irrigation District (8213 : Termination of GCID MOU and appointment of Ad Hoc)

EXHIBIT A



Attachment: C21-046 Glenn-Colusa Irrigation District (8213 : Termination of GCID MOU and appointment of Ad Hoc)

COUNTY OF COLUSA, CA

6.1

Request For County Board of Supervisors Action

MEETING DATE: March 1, 2022

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Presentation and direction regarding Bradley-Burns Sales Tax

Presentation regarding fair and equitable distribution of the Bradley-Burns Sales tax and possible direction to staff.

Detailed Description/Background of request

Presentation from City of Williams Treasurer, John Troughton and direction to staff regarding fair and equitable distribution of the Bradley-Burns Sales Tax.

Prior Board Action

None

Fiscal Impact/Funding Source

None

Action for the Clerk

Follow through with direction from Board.

ATTACHMENTS:

- Request Letter form John Troughton (PDF)

Honorable City Council

City of

RE: Bradley-Burn Sale Tax 7%
SB-1 Gas AND Diesel Tax
Federal Gas and Diesel Tax

To Whom It May Concern:

My name is John Troughton, allow me introduce myself and my background. I am a life long resident of Colusa County. I have been Elected to Public Office five times, twice as Colusa County Sheriff and three times as a City of Williams Councilman. I am now City Treasurer for the City of Williams.

There are over two hundred incorporated small cities within the State of California. Small cities need to get their fair share of the taxes they raise within. The Bradley-Burns tax started in 1949 at 3 cents sales tax all to the state. In 1950 one cent was added for local jurisdiction (sale tax history attached). The state has raised the tax as high as 7.25 cent in 2009. The city's share has stayed at the one cent.

SBA-1 Gas and Diesel Tax is given to cities based on population. Our infrastructure is in need of repair. Our cities can not catch up with this problem.

The City of Williams has increased its revenues with new business over the last 10-12 years. Yet, this is still not enough to solve the increase deficiencies with our sales tax (Bradley-Burns) to the State of California from 6 million to 8.4million annually.

I believe cities should get at least two cents of those taxes and more of SB-1 Tax. My Purpose is to have small cities come together and lobby our legislatures to increase our share of our money. Tax measures fail, this is not an increase, it's a fair distribution of existing taxes;

Enclosed:
Bradley-Burns State Tax History
Williams Tax Analysis State and Federal

Thanking you for your consideration,

John J. Troughton
(530) 632-4475

Attachment: Request Letter form John Troughton (8231 : Presentation re: Bradley-Burns Sales Tax from John Troughton)

Attachment: Request Letter form John Troughton (8231 : Presentation re: Bradley-Burns Sales Tax from John Troughton)

History of Statewide Sales and Use Tax Rates

1/2 Bradley Burns + 0.25% LTF allocation

Sales and Use Tax Rates (Excludes District Taxes (#excludes))

Effective Date	End Date	State Rate	Local Rate*	Combined Rate
1/01/17	Current	6.00%	1.25%	7.25%
1/01/13	12/31/16	6.50%**	1.00%	7.50%
07/01/11	12/31/12	6.25%**	1.00%	7.25%
4/01/09	6/30/11	7.25%**	1.00%	8.25%
7/01/04	3/31/09	6.25%**	1.00%	7.25%
1/01/02	6/30/04	6.00%	1.25%	7.25%
1/01/01	12/31/01	5.75%	1.25%	7.00%
7/15/91	12/31/00	6.00%	1.25%	7.25%
1/01/91	7/14/91	4.75%	1.25%	6.00%
12/01/89	12/31/90	5.00%	1.25%	6.25%
4/01/74	11/30/89	4.75%	1.25%	6.00%
10/01/73	3/31/74	3.75%	1.25%	5.00%
7/01/73	9/30/73	4.75%	1.25%	6.00%
7/01/72	6/30/73	3.75%	1.25%	5.00%
8/01/67	6/30/72	4.00%	1.00%	5.00%
1/01/62	7/31/67	3.00%	1.00%	4.00%
7/01/49	12/31/61	3.00%		3.00%

Attachment: Request Letter form John Troughton (8231 : Presentation re: Bradley-Burns Sales Tax from John Troughton)

Attachment: Request Letter form John Troughton (8231 : Presentation re: Bradley-Burns Sales Tax from John Troughton)

Sales Tax Analysis including Estimated State and Federal Gas Taxes

Projetion for FY2022/FY2023

	Non Gas Sales Tax Revenues	Gas Tax Revenues	Totals	% of Total
1% Bradley Burns	400,000	1,000,000	1,400,000	6.6%
1/2% Add On Tax	200,000	500,000	700,000	3.3%
Estimated 6% Sales Tax to the state	2,400,000	6,000,000	8,400,000	39.6%
Estimated State Diesel/Gas Tax		4,571,429	4,571,429	21.6%
Estimated Federal Diesel/Gas Tax		6,114,286	6,114,286	28.9%
Total Taxes	3,000,000	18,185,715	21,185,715	100.0%

Attachment: Request Letter form John Troughton (8231 : Presentation re: Bradley-Burns Sales Tax from John Troughton)

Attachment: Request Letter form John Troughton (8231 : Presentation re: Bradley-Burns Sales Tax from John Troughton)

the damaged pavement. If staff were to perform this work, it would eliminate needed to go out to contract and help us control the costs.

Contract services will be needed on all large projects, especially the Arterial streets (7th, E St., Husted and Freshwater).

A more cost-effective approach on small to medium projects would be a combination of staff and contract services. If the City had some of the equipment we could contract out for some of the equipment/services we do not have. An example of this would be to contract grinding services and use City staff and equipment to pave.

FISCAL IMPACT

Budget Needs Analysis				
Year	PCI Treated	Preventative Maintenance ($M)	Rehab ($M)	Total Needs ($M)
2021	80	$ 120,703	$ 25,332,600	$ 25,453,303
2022	84	$ 89,694	$ 4,382,448	$ 4,472,142
2023	84	$ 57,683	$ 2,156,330	$ 2,214,013
2024	84	$ 36,146	$ 1,197,473	$ 1,233,619
2025	85	$ 114,418	$ 1,706,776	$ 1,821,194
2026	85	$ 12,283	$ 2,211,063	$ 2,223,346
2027	84	$ 16,423	$ 435,508	$ 451,931
2028	84	$ 621,544	$ 22,571	$ 644,115
2029	84	$ 413,230	$ -	$ 413,230
2030	85	$ 840,219	$ 6,901	$ 847,120
Totals	**N/A**	**$ 2,322,343**	**$ 37,451,670**	**$ 39,774,013**

The chart above shows the total cost of bringing our pavement rating above 80 (very good). This is not realistic or feasible. The City currently receives approximately $250,000 is state funding to help maintain our roads. Our current plan for that fund is:

- $100,000 for preventative maintenance
- $100,000 for debt service of the Road Fund deficit (balance is currently $375,565)
- $50,000 for patch

The City could use General Fund (GF) money to rehabilitate the roads. Our current GF revenue sources are not enough to make a significant impact and new funding opportunities must be explored.

At our current sales tax rate staff has estimated that an additional 1/2 Cent sales tax would generate $750,000 per year, 90% or more of that would be paid by non-residents through sales tax on fuel and food. This money would go directly into the general fund and City Council would have the discretion on how to spend it. An additional 1/2 Cent general sales tax combined with our current state funding would allow for an annual expenditure of $1,000,000 per year on improving our roads.

Attachment: Request Letter form John Troughton (8231 : Presentation re: Bradley-Burns Sales Tax from John Troughton)

CITY OF WILLIAMS
City Council Agenda Report

DATE: December 8, 2021

ITEM #: 4

CATEGORY: New Business

SUBJECT: Current Status of City Pavement and Methods of Repair and Improvement

BACKGROUND

City roads need help. The City recently conducted Pavement Management Program Update. Roads were graded on a scale of 0-100 and a Condition Category is as follows:

PCI Range	Condition Category
90-100	Excellent
70-89	Very Good
50-69	Good
25-49	Poor
0-24	Very Poor or Failed

The results showed an overall Pavement Condition Index (PCI) rating of 38, which falls into the "Poor" category.

Pavement Mileage by Functional Class

Classification	Total Sections	Total Center Line Miles	Total Lane Miles	Percentage of Street Network	PCI
Arterial	46	10.33	21.65	34%	29
Collector	37	4.72	9.64	16%	47
Residential/Local	127	15.13	30.25	50%	39
Totals	**210**	**30.18**	**61.54**	**100%**	**38**

Staff has analyzed the report and have determined there are three ways address our pavement needs:

- Preventative Maintenance (staff or contract)
- Staff lead rehabilitation
- Contract Service

Preventative Maintenance would include crack sealing and slurry sealing. These treatments should be done on roads with a Very Good (70-89 rating) to preserve the road. Only 4.2 center line miles fall into this category. The City currently does not have access to all the equipment needed to perform this work.

Staff lead rehabilitation could be conducted with additional staff, training, and equipment. We recently purchased some equipment like a paver and roller, but we do not have the equipment needed to remove

Attachment: Request Letter form John Troughton (8231 : Presentation re: Bradley-Burns Sales Tax from John Troughton)

COUNTY OF COLUSA, CA

6.2

Request For County Board of Supervisors Action

MEETING DATE: March 1, 2022

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Approve Letter of Support AB-1773 Williamson Act Subvention Payments

Approve letter of Support for AB 1773 - Williamson Act Subvention Payments.

Detailed Description/Background of request

The California Land Conservation Act (LCA) (commonly referred to as the Williamson Act) under California Government Code sections 51200 et. seq., was established in 1965 by the State legislature to protect farmland from development and conversion of farmland to non-agricultural uses statewide. The California Open Space Subvention Act was enacted on January 1, 1972 to reimburse local agencies for the local property tax revenue lost as a result of participation in the California 's LCA (through Williamson Act or Farmland Security Zone contracts).

In Colusa County, approximately 318,014 acres of land are enrolled in LCA contracts with some 59,389 acres enrolled in 20-year FSZ contracts and some 258,625 acres of land in 10-year Williamson Act contracts. Of the total 318,014 acres of contracted lands, 121,239 acres (38%) are considered "prime" agricultural lands and 196,775 acres (62%) are considered "non-prime" agricultural lands.

This bill, for the 2022-23 fiscal year, would appropriate an additional $40,000,000 from the General Fund to the Controller to make subvention payments to counties pursuant to Section 16140 in proportion to the losses incurred by those counties by reason of the reduction of assessed property taxes. The bill would make various findings in this regard.

Prior Board Action

None

Fiscal Impact/Funding Source

None at this time

Action for the Clerk

send to HBE

ATTACHMENTS:

- Support Letter AB 1773 FINAL (DOC)

JOSE MERCED CORONA, DISTRICT I, CHAIR
DAURICE K. SMITH, DISTRICT II
KENT S. BOES, DISTRICT III, VICE-CHAIR
GARY J. EVANS, DISTRICT IV
DENISE J. CARTER, 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 1, 2022

The Honorable Jim Patterson
Member, California State Assembly
P.O. Box 942849
Sacramento, CA 94249-0023

RE: Assembly Bill 1773 – SUPPORT
As Introduced February 3, 2022

Dear Assembly Member Patterson:

On behalf of the Colusa County Board of Supervisors I am writing to express our strong support of Assembly Bill 1773, which would restore funding for the California Land Conservation Act (LCA), commonly referred to as the Williamson Act.

The Williamson Act was intended to be a partnership among the State, counties and landowners. Counties, in exchange for implementing the state goal of farm and ranch land preservation, were to receive a partial replacement of their foregone property tax from the land enrolled in the program. The Act has been very effective, protecting approximately 318,014 acres of land enrolled, with 59,389 acres enrolled in 20-year Farmland Security Zone (FSZ) contracts and 258,625 acres of land in 10-year Williamson Act contracts within Colusa County. State subventions have not been paid to counties since 2009. Prior to the State's withdrawal of these funds, our County received $856,000 annually. These rare, discretionary general fund monies were utilized to fund important county services such as public safety, ambulances and libraries.

Until it was eliminated in the 2009-10 state budget, state funding for Williamson Act subventions ranged between $35 million and $39 million. This represents .001% of the State's $258 billion budget for 2021-22. The Colusa County Board of Supervisors strongly believes that reviving state funding for this program is a cost-effective way to preserve agricultural and open space lands, while assisting counties in providing safe, healthy communities.

For the reasons stated, the Colusa County Board of Supervisors strongly urges the Legislature and the Governor to recommit and once again partner with counties and landowners to preserve these important lands by funding the Williamson Act Subvention Program in the 2022-23 State Budget, as AB 1773 directs.

Sincerely,

Merced Corona, Chairman
Colusa County Board of Supervisors

Attachment: Support Letter AB 1773 FINAL [Revision 1] (8214 : Letter of Support - AB1773 Williamson Act Subvention Payments Appropriation)

cc: Hurst Brooks & Espinosa

Attachment: Support Letter AB 1773 FINAL [Revision 1] (8214 : Letter of Support - AB1773 Williamson Act Subvention Payments Appropriation)

COUNTY OF COLUSA, CA

7.1

Request For County Board of Supervisors Action

MEETING DATE: March 1, 2022

DEPARTMENT: County Administrative Office

FROM: Ann Nordyke

SUBJECT: FY 21-22 Midyear Budget Review

Review FY 2021-22 County Budget at Midyear.

Detailed Description/Background of request
The CAO will present information to the Board concerning the status of the FY21-22 County Budget at midyear. Information provided will include the following:

- Revenue and Expenditure Trends
- Update on Departmental Goals and Objectives
- Various Budget Status Reports

.

Prior Board Action
N/A

Fiscal Impact/Funding Source
N/A

Action for the Clerk
None

ATTACHMENTS:

- Goals and Obj Update Memo (DOCX)

OFFICE OF THE COUNTY ADMINISTRATOR

Wendy G. Tyler, CAO
547 Market Street, Suite 102
Colusa, CA 95932
(530) 458-0508 Ph (530) 458-0510 fax
www.countyofcolusa.com

MEMORANDUM

TO: Board of Supervisors

FROM: Wendy Tyler, County Administrative Officer

DATE: March 1, 2022

SUBJECT: Mid-Year Report on Departmental Goals and Objectives

---

Pursuant to County policies 106 and 107 I am pleased to provide you with each department's information concerning progress made on their 2021-22 goals and objectives, as well as the status of fixed asset purchases, maintenance projects and personnel requests.

AGRICULTURE DEPARTMENT:

1. ***Complete and refine the implementation of technologies and software in all departments. This will include developing strategic and fiscally responsible replacement plans for technologies our Departments have come to depend on to effectively serve the public.***

The Agricultural Commissioner's Office has completed the transition from our outdated and non-supported "Ag Daily" timekeeping program to the new "CalCATS" program. This new system has reduced duplication of efforts in many workflow systems and provided a central location to for state and federal reporting and billing of contracts. The Air Pollution Control Office has completed their transition from in house excel sheets to a new software called PermitsPro. This software has assisted in billing county fees as well as tracking and billing state contracts and agreements. This software was critical to quickly implementing the burn permit program

2. ***Continue to search for and accept new funding programs that will better serve the agricultural industry and citizens of Colusa County. New programs that allow for utilization of existing personnel will be prioritized as well as programs that are sustainable and will most benefit the success of our County's agricultural industry***.

We have entered into multiple agreements and contracts with State and Federal agencies such as: noxious weed management, expanded our pest detection agreements, developed and implemented a Livestock Pass Program, entered into an electric vehicle charging station agreement, successfully completed our first year of the alternative assistance replacement program, and we await the Migrant Center Rehab Contract.

3. ***Develop and implement standard operating procedures within all departments that will***

Attachment: Goals and Obj Update Memo (8205 : FY 21-22 Midyear Budget Review)

better manage revenue and expenditures throughout the fiscal year. Procedures will involve all managers and personnel that are involved in contract/grant monitoring, tracking and billing.

This is a goal that we work on daily and will continue to. As we begin a new task we ensure that a SOP is written or refined. Those SOPs are then reviewed and followed in order to ensure completeness and accuracy. We are now beginning to develop a standardized format for each department's protocols.

4. ***Develop and implement a fiscally sound budget that not only meets the needs of the Department, but the needs of the agricultural industry which we serve. This budget will be easy to understand, logical and justifiable to all citizens, leaders and agricultural industry members throughout the county.***

This is a work in progress. This goal is at the forefront of our fiscal decision making. As we complete the fiscal year, we will evaluate and determine our fiscal soundness and make adjustments accordingly as we move into our new fiscal year

5. ***Complete the transition of new personnel recruitments. Provide all training and support necessary to increase productivity and efficiency throughout all departments. This will include identifying and addressing any trainings and career development opportunities that are available through State Liaisons, County resources and any other fiscally efficient means.***

The Agriculture Commissioner's Office is currently fully staffed with no vacancies. Workloads are constantly evaluated in correlation with funding sources to balance workload mandates, with grower and industry needs while still maintaining the Maintenance of Effort as required by statute. The Air Pollution Department is a self-funded department which currently has 1 vacant Air Pollution Standards Officer. Human Resources is currently working with the Department to update the job description in preparation for a recruitment. The extra help position filled in 2021 will be reevaluated to determine if the need and the funding should continue into 2022/2023 FY.

ASSESSOR:

1. ***The Tax Roll will increase again this year and we will continue to give good customer service.***
2. ***We will be able to complete more Audits with our new Auditor starting a couple of months ago. This will bring in more revenue in the future.***
3. ***The AB1265 continue to bring in more revenue from the Williamson Act.***
4. ***We continue to cross train our employees and despite Covid-19 we are turning over a positive roll every year.***

We are in the process of completing the tax roll as the primary goal and anticipate an increase of about 3%. Due to some staff replacements, Audit completion has not increased as we had hoped, but we will continue to work toward that goal. AB1265 process was commenced. We continue to train our new employees to enhance their knowledge.

AUDITOR-CONTROLLER:

1. ***Attain the Award of Excellence for Counties Financial Transactions Reporting.***

We received this award once again for the timely submission of our annual Financial Transaction Reporting for the 6/30/20 fiscal year end.

2. ***Develop the 2021-22 Adopted County Budget, in compliance with the County Budget Act,***

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using the new OpenGov Stories feature in conjunction with Budget Builder.

The FY 2021-22 Adopted County Budget was developed as an interactive budget document using OpenGov Stories. OpenGov is still developing a mechanism to include the required State Controllers schedules with this on-line budget book presentation.

3. ***Set up and incorporate the OpenGov Financials into the everyday operations of the County. This will provide robust, all-in-one accounting functions for all departments. It will include such things as new software generated reporting features, dashboards based on each employees' tracking feature preferences, and decentralization of the claims process whereby departmental fiscal staff will enter invoices directly into the accounts payable feature of the ERP.***

OpenGov Financials became our new financial system effective July 1, 2021. Not all of the financial modules have been developed and deployed at this point in time. Also, with the decision by OpenGov management staff to discontinue their efforts in developing a payroll software program for California counties and to partner with UKG to provide those functions, we are now working with UKG to develop a software platform that will provide our county the payroll functionality we will need moving into the future.

4. ***Work with the CAO and Board of Supervisors to develop a funding strategy for covering our increasing pension liability.***

We have contracted with Demsey, Filliger, & Associates to prepare a pension actuarial report. Within the actuarial report we are requesting a number of funding strategies to be developed that the county can subsequently choose from to implement to cover our increasing annual pension liability. We also have some outside vendors that have reached out to us to discuss what they can provide in the way of reducing our pension liability which we will need to follow up with.

5. ***Work with U.S. Bank to enable the ability for outside vendors to be paid by the County and also to make payments to the County electronically.***

Due to the pandemic and also the OpenGov implementation we have not had the time to devote resources to this goal. However, there has been progress made in allowing the public to make certain types of payments to the county via credit card.

6. ***Develop internal guidelines, processes, and procedures throughout the office in an effort to increase efficiency, consistency, and serve as a training tool for all employees.***

This will be an on-going effort as time allows and needs arise.

<u>BEHAVIORAL HEALTH SERVICES</u>:

1. ***Recruit, select and hire a new BH Director:***

The Board renewed the contract for the Interim Director. A full recruitment began in February with the intent to have a replacement hired before the Interim's contract expires in June.

2. ***Develop local residential capacity for those conserved persons needing supervised licensed care:***

A nine-bedroom home was purchased, and the County is preparing an RFP to locate a general contractor to remodel and upgrade the home in preparation to seek a provider to operate the facility. A use permit has been obtained from the City of Williams for nine beds.

3. ***Promote a Youth Center in collaboration with Probation, H&HS, the Office of Education***

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to provide a safe and constructive program for after school care for youth 12-17.

An MOU has been generated between the four agencies that will be overseeing the Youth Center. The County took occupancy of a space near the Courthouse and preparations are being made to install phones, internet and to purchase furniture.

4. ***Expand outreach, engagement and treatment services to all persons incarcerated in the jail or on probation so that basic life needs and symptoms of addiction or mental illness can be addressed.***

The Innovation Plan submitted to the State was approved, and the County has rented space next to the Day Reporting Center. Staff have been hired and are being trained. BH is working with the Ca Institute for Behavioral Health Solutions to generate an evaluation plan to determine the outcomes and success of the program.

5. ***Rebuild the Alcohol and Other Drug program so that it becomes a resource that the community can count upon to address issues of addiction.***

BH was able to hire two new staff who are enrolled in a CADAC Program so that they can become certified as providers. There is far more depth in the program than previously experienced.

6. ***Promote a 24/7 crisis response that all stakeholders agree is reliable, consistent and seamless. Generate a written agreement of the plan.***

BH has written an extensive MOU that some of the Law Enforcement Partners have already signed. It is still in circulation. BH has a new day time crisis manager and unit, which will add far more depth to the service. Additionally, a program utilizing existing staff as after-hours sitters and drivers has allowed the crisis response to CMC to be a stable and reliable resource for the community.

7. ***Expand our services to other communities by obtaining a satellite office.***

Attempts have been made, but this goal will not be achievable in this fiscal year.

CHILD SUPPORT SERVICES:

1. ***The Regional Child Support Agency intends to have the new organizational structure in place and staff trained to implement the integrated caseload model October 2021. We plan to implement a new IT platform, facilitating Regional Child Support Agency sharing the same email domain and Office 365 tenant. Furthermore, we plan to implement a new Regional Child Support Agency website.***

The Goals and Objectives for the Regional Child Support Agency (RCSA) have been met. The caseload of the three counties was integrated prior to the start of the new Federal Fiscal Year on 10/1/2021. The new organizational structure is in place, with most positions filled. A training team was developed as part of the organizational structure, and they are working to further develop curriculum and train the "Regional Way". All staff of the RCSA, are now on a common Microsoft Office 365 platform, using the same email domain and Microsoft Teams for communication and document storage. Furthermore, the new RCSA website is live and fully functional.

CLERK-RECORDER:

1. ***Conduct anticipated recall election of Governor Newsom in late November or early***

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December 2021. Process recall candidate filings, prepare voting materials, recruit and train poll workers.

Election was conducted pursuant to law.

2. ***Provide election services for the June 7, 2022 Gubernatorial Top-Two Primary Election at which Federal, State and County contest and measures are to be voted on.***

Ongoing. Candidate filings currently underway.

3. ***Take steps to ensure that all voters have safe and accessible voting, and that Covid19 safety measures are in place at each polling location for all elections according the health and safety guidelines. Take steps to train poll workers in Covid19 safety standards.***

Ongoing. Polling locations were expanded to ensure adequate social distancing. Sanitation supplies were provided and poll workers trained in safety standards. Same will take place for June election.

4. ***Complete accessibility assessment of polling places and take necessary steps to ensure compliance with the Help America Vote Act.***

5. ***Participate in the county redistricting process following the completion of the U.S. census (the county will adjust supervisorial district boundaries).***

The Clerk-Recorder participated in early redistricting staff discussions and attended the 6 public meetings providing valuable input.

6. ***Upon completion of state and county redistricting process, update districts, precincts and voter rolls to reflect the new Congressional, Assembly, Senate, Board of Equalization, and County Supervisorial District boundaries that have been adopted.***

Precincts have been redrawn and all other update process as a result of redistricting are underway.

7. ***Secure annual county funding to support the preservation of historical county records and identify and prioritize the records in highest need of restoration/preservation.***

Ongoing.

<u>COOPERATIVE EXTENSION</u>:

1. ***Continue to extend research-based information to County clientele by providing educational opportunities in the areas of agriculture, youth development, gardening and nutrition***.

Ongoing.

2. ***Increase the visibility of the Cooperative Extension Department among other County Departments, organizations and agencies by improving relationships and participating in events relating to the Department's mission.***

Ongoing.

3. ***Our office will also continue the press release program to alert the community to programs and/or newsletters put on and out by the Cooperative Extension Department.***

Ongoing.

4. ***Implement strategies to increase diversity of youth and volunteers served by the 4H program.***

Ongoing.

5. ***Explore partnership opportunities with schools and communities to provide additional landscaping (trees in particular) with the objectives of improving student and staff well-being.***

Ongoing.

6. ***Offer development opportunities to staff to ensure proper support of academic programs that address the needs of the local community.***

Ongoing.

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Lease Vehicles

Board approved an unbudgeted lease agreement for 1 pickup. Another pickup will be included in the FY22-23 budget. Two vehicles were sent to auction in December.

COMMUNITY DEVELOPMENT DEPARTMENT:

1. ***Continue to lead the planning and implementation of the Sustainable Groundwater Management Act (SGMA) in Colusa County and the Colusa Sub-basin, including completing and submitting the Groundwater Sustainability Plan for the Colusa Sub-basin by the January 31, 2022 deadline.***

The Groundwater Sustainability Plan for the Colusa Subbasin was submitted by the January 31, 2022 deadline. Unfortunately, due to the departure of the County's Water Resource Division Manager, the County has cancelled the staff services agreement. Nevertheless, County staff and Supervisor Carter continue to support the CGA while the CGA is resolving its staffing needs.

2. ***Guide the Colusa County Groundwater Commission activities, especially public outreach efforts and coordination with the Colusa Groundwater Authority. Coordinate locally and regionally on local water management activities.***

Community Development staff is still supporting the Commission as best as possible during our existing staff shortage.

3. ***Finalize the completion of County's Development Impact fee update.***

The Board adopted the new impact fees on January 4, 2022. The new Commercial and Industrial, and County collected fire impact fees are in effect and the updated residential fees will go into effect on July 1, 2022.

4. ***Make progress on the update to the application fee schedule for the Community Development Department.***

This effort has been temporarily suspended due to the impact that the Coronavirus has had on the local, state, and national economy. This effort will resume once the impacts of the pandemic have lessened.

5. ***Continue to cross-train the Code Compliance Officer to perform moderately complex building inspection services to serve as a back-up to the Department's Building Inspector.***

The effort is on-going. The Code Compliance Officer is learning to independently conduct certain inspections (such as foundations, electrical panels, drywall, re-roofs, underground electrical and gas piping, etc…).

6. ***Continue to refine the Department's OpenGov permit software system to improve the overall usability, functionality, and efficiency of the system***.

The effort is on-going. County staff has been discussing key system requirements to improve the overall usability, functionality, and efficiency of the system with OpenGov staff.

7. ***Reach out to other Departments that could benefit from the system to improve the processing of their applications.***

The effort has been temporarily suspended during County staff's discussions of several important system functions with OpenGov to ensure ease of use by new departments.

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8. ***Help facilitate and provide necessary support to ensure the successful remodel of the plaza building to create the Community Development Department's one-stop permit center to improve the overall customer experience***.

The effort has been completed.

9. ***Help facilitate and pursue community and economic development opportunities throughout the County.***

The effort is on-going. Community Development staff was successful in the fast-track permitting of the California Carbon's reuse of the Olam processing plant. In addition, we have been discussing other infrastructure funding opportunities with Bob Burris, Deputy Chief Economic Development Officer from Rural County Representatives of California (RCRC).

10. ***Fill the vacant Environmental Health Specialist position to allow the Division's inspectors to be crossed trained in all programs to provide the best possible customer service.***

The vacancy has been filled and cross training is on-going.

COUNTY ADMINISTRATIVE OFFICE:

1. ***Continue to implement Board policy and objectives, and assist all other County Departments in doing the same.***

Ongoing.

2. ***With a significant amount of additional funding in the form of Federal COVID-19 Pandemic relief we will work to utilize the funds in the most effective and prudent manner.***

Ongoing. All departments continue to make use of the funding made available as a result of the pandemic.

3. ***Complete the remodel of the Plaza building to facilitate the co-location of all the Community Development Services Units under one roof.***

This has been completed.

4. ***Succession Planning will be a focus of the HR Department, as will facilitation of the new onboarding process and increasing the availability of training opportunities to all employees***.

Covid matters continued to take up much of HR's time the past six months. However, the new onboarding process has been implemented with great success. Training offerings have been expanded and HR continues to promote employee engagement and learning. Succession Planning has not progressed as was envisioned at the time the budget was adopted because of a priority shift to the successful implementation of the new NeoGov hiring platform. This has dramatically increased quantity and quality of candidates, and provided efficiencies within the department.

5. ***IT will continue implementation of new hardware and software as authorized within the budget***.

Ongoing. Many hardware and software projects have been completed, including assistance with major deployments such as the new civil service software.

6. ***With Board support, we will begin implementation of a countywide communications plan, and development of a countywide strategic plan.***

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The communications and social media plans were approved in the early months of the year, and we are in the early stages of implementation for both. The strategic plan development has not begun as other matters carried higher priority for staff countywide.

7. ***Our level of continued participation in the Sites Reservoir Project should reach a major decision point as long term financing options are determined.***

Board member and staff time commitments have grown significantly as we move toward the long term financing discussions. Presentations to the Board of Supervisors are anticipated in mid-March, with decisions to be made by end of March or early April.

COUNTY COUNSEL OFFICE:

1. ***Continue our ongoing comprehensive review of County policies and prepare updates as necessary.***

Ongoing. The Department provided assistance and review of the numerous HR policies and rules that were recently updated/created.

2. ***Update the County standard contracts for continued legal sufficiency to address any changes in the law.***

Ongoing.

3. ***Continue to review and work on the County Code and present revisions to the Board as needed.***

This goal will remain in place for some time as there are many sections that require attention. However, department resources have been absorbed with other priorities during the first half of the year.

DISTRICT ATTORNEY OFFICE:

1. ***Train investigators up to a level of exceptional competence that this office has come to expect -- including tech training (tech warrants, phone warrants, etc.).***

Received over $20,000 in hi-tech equipment at no cost from Sac Valley Hi-Tech Crimes Unit in addition to hi-tech crime training for Investigator.

2. ***Continue to ensure that victims of crime are treated with respect and to make sure that crime victims have their day in court during the pandemic.***

Our VW Unit works with victims of crime for all cases received by our office and attends court on a regular basis.

3. ***Continue to prosecute defendant Ehrke double murder out of Arbuckle.***

Garcia Homicide case was completed in January 2021. He was sentenced to state prison for 25 years. Ehrke was recently found to be competent and will be back in court to continue prosecution for double murder

4. ***Continue to work with the Court on safety protocols to keep having jury trials during the pandemic.***

With safety protocols in place, we continue to attend court weekly and hold jury trials as scheduled.

HEALTH AND HUMAN SERVICES:

1. ***Continue to be responsive to the County and Community needs for overall health and safety for our residents with the over 200 programs DHHS maintains.***

DHHS continues compliance in the implementation of the management of fiscal and program

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responsibilities ensuring compliance with Federal and State mandated programs and funds; continued efforts in support of Colusa County residents by offering services that improve their health, promote their well-being and help them become productive, independent contributors to the community; ensuring access to Federal and State programs and mandates; and ensuring safety and health of our children, and continued efforts to promote healthy lifestyles for families in their communities and workplaces. Along with ongoing efforts for COVID19 Response and Vaccine Distribution, DHHS continues obtain additional revenues from the State to address COVID19. Expending this funding continues to be a challenge due to healthcare workers being a premium workforce and the lack of available general staff to be placed.

LIBRARIES:

1. ***Continue to develop and expand collections.***
2. ***Continue to develop and expand programming at ALL branches as pandemic limitations allow.***
3. ***Supports the growth of the library system to reinvigorate its standing and use by the community in-person when limitations are lifted; including attending community events for outreach; attend community meetings to better understand what each community wants; and work with key community figures and organizations.***
4. ***Strengthen staff's ability to support core Library services and functions; library director will attend the Association of Rural and Small Libraries Conference in Reno, NV in the fall of 2021.***

The first half of FY2021/2022 has been a very successful six months as we have continued to live and grow with Covid-19. We have welcomed 7,450 patrons through our doors, and provided 72 virtual programs, 338 grab-and-go programs (with a total 1,171 program kits distributed), and hosted 54 in-person programs during the reporting period. In the month of July, the Summer Reading Program alone provided access to more than 776 grab-and-go activity kits, which gave a weeks' worth of fun and educational activities for the kids enrolled. Over 500 free books have been distributed throughout the county at Family Literacy Program book giveaways, helping to build home libraries for local children. The Family Literacy Program initiated a partnership with CPS to provide free books to local foster youth, and worked with the seasonal Migrant Camp to distribute free books to the kids there.

In the fall, we began to reintroduce in-person services, reopening branches and moving back to some in-person programming, while maintaining the previously adapted digital programs and grab-and-go kits for families.

Collections development has continued to heavily benefit from the three-year CCOE grant, which will conclude in May 2022, as well as the ongoing support of the Friends of the Colusa County Free Library and the State Library-funded book purchasing program, Zip Books. Between July 1 and December 31, more than 3,000 new records were created and almost 29,000 materials were circulated (an increase of over 6,000 from the same period last year). As part of our ongoing goal of growing our digital collections, the Friends of the Library sponsored a new subscription to Ancestry.com. The Friends of the Library also funded the microfilming for the *Colusa Sun Herald* and *Williams Pioneer Review* newspapers from 2019-2020, and sponsored a scholarship for the Career Online High School full diploma program.

With six new staff members starting in this same period, we have undergone a lot of in-depth library training such as learning our database and other processes and procedures required to work here, but also Multilingual Parent Facilitation, Teaching ESL, and Virtual Learning During a Pandemic and After, amongst others. Overall, the library staff cannot be commended enough for their efforts. Each member of our staff worked diligently, often times going above and beyond to

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ensure safe services were available at all seven branch libraries with minimal interruption. Not only did staff rise to the occasion, continuing to offer curbside and, in some cases, doorstep services to those who did not feel comfortable coming into our libraries as we began to reopen physically, they also took public health guidance seriously to protect our patrons and so that we could simply stay open. When we were short-staffed, they worked together to maintain continuity of services county-wide and innovated new program safety measures to help get patrons back in the library and excited to participate once again. This collective effort is something we should all be proud of and thankful for.

PROBATION DEPARTMENT:

1. ***Continue to develop and expand services, as well as provide both Evidence Based Programming (EBP) and Cognitive Behavioral Treatment (CBT) programs through the Day Reporting Center***.

The Covid-19 Pandemic has continued to adversely affect the Colusa County Probation Department's ability to provide in-person Evidenced Based Treatment (EBT) and Cognitive Behavioral Treatment (CBT) programs through the Day Reporting Center. In response, the department has continued to provide telecommunication programming, thus allowing for the facilitation of both EBT and CBT programming services. The Colusa County Probation Department has been able to continue to facilitate programs to include Moral Reconation Therapy (MRT), Batterers' Treatment Program (BTP), Female BTP, Spanish Speaking BTP, Thinking for Good, Staying Quit, Taking the High Road drug education program and Courage for Change Interactive Journaling. In addition, the Probation Department has also continued to offer telecommunication "support groups" to provide support and guidance for our clientele. The department is continuing its efforts to expand and develop programing services through the DRC as well as working collaboratively with the Colusa County Behavioral Health department to expand needed mental health services to not only our clientele but those members of our community in need of these services.

2. ***In collaboration with the Colusa County Sheriff's Office, District Attorney's Office and the Court, The Probation Department will continue to develop and expand our Pre-Release program***.

The Department has continued to work collaboratively with the Colusa County Sheriff's Office, District Attorney's Office and the Court, to strengthen, develop and expand our Pre-Release program. In addition, and in collaboration with the Court we have submitted a Pre-Release program application to the Judicial Council in the hopes of securing funding for our program. The Department is in the process of developing an MOU with the Court to provide Pre-Release Services in conjunction with this grant.

3. ***Continue to develop and implement the "Secure Track" plan in accordance with State legislation. The Department will work directly with the Yuba and Sutter County Probation Departments to strengthen, expand and develop evidence based programming at the Juvenile Hall to address the needs of the youth being detained.***

The Department has worked collaboratively with the Colusa County Juvenile Justice Coordinating Council in the development of our "Secure Track" plan. The plan was completed, approved and submitted to the States Office of Youth and Community Restoration (OYCR) in accordance with State legislation. The Department continues to work collaboratively with Yuba and Sutter County Probation Departments to strengthen, expand and develop programs offered through the Juvenile Hall. This is evidenced through the recent development and implementation of a career and

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technical education program in the Hall's Camp Singer, which offers justice involved youth the opportunity to learn construction and welding skills while attending the Camp.

4. ***The Probation Department will continue to participate in the Re-Connect web based Telecommunication "Pilot" program. Upon completion of the "Pilot" the Department hopes to be able to fully implement the program, thus providing increased supervision to our probationers.***

The Department has completed the "Pilot" program and has fully implemented the program. The program continues to offer both our staff and probationers with the ability to directly interact with each other as necessary. This has allowed for increased positive interaction and communication, thus increasing the Department's ability to provide more effective and efficient supervision to our probationers. In addition, it is the intent of the Department to implement this program in our Pre-Release program to help with the supervision of these individuals, as well as the ability to provide them with Court hearing reminders, as well as any changes in Court status. It also, will allow these individuals the ability to report any changes in status, such as residency or contact information, they may have in a more effective manner.

5. ***Expand and enhance community based supervision of probationers, utilizing a balance of evidenced based rehabilitative services, combined with increased field supervision and accountability.***

Ongoing.

PUBLIC WORKS DEPARTMENT:

1. ***Ensure Safety: Maintain, and when possible improve, infrastructure to provide the greatest level of safety to our constituents and the traveling public.***
2. ***Invest in people: Encourage continuous individual improvement, while at the same time, fostering a cooperative spirit not only at the department level, but organizational wide as well.***
3. ***Maximize the efficiency of our services. Make the best use of resources by focusing on those services that have the greatest positive impact on our constituents.***
4. ***Improve communication. Explore and utilize the myriad of platforms available to disseminate and gather information.***

Goals and objectives remain unchanged, albeit dampened by the COVID-19 atmosphere we are operating in.

SHERIFF:

1. ***Achieve complete staffing levels.***

The Sheriff's Office is having increased success in hiring qualified candidates but is still struggling to fill Deputy Sheriff and Dispatch positions. The Sheriff's Office continues to take a new approach in our hiring process attempting to attract more qualified candidates. Colusa County Human Resources has been a vital resource within this fiscal year assisting in our attempts to complete staffing levels. Presently staffed at 85%, with 64 out of 75 positions filled. Vacant positions: four Public Safety Dispatchers, one Correctional Officer, five Deputy Sheriffs, and one full time Animal Control Officer. The Sheriff's Office continues to look for qualified applicants to serve Colusa County and fill remaining positions.

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2. Improve/maintain the infrastructure of the Sheriff's Office facilities, jail and animal control.

We have projects pending and are working on the replacement of the jail security control system. We are in the process of purchasing a new records management system and a jail body scanner. These two purchases are significant achievements for the department. The Sheriff's Office completed a civil software project which is up and running. We have submitted requests for upgrading our parking lot with gravel. The means of improving and maintaining the other infrastructures are being analyzed for needs and funding.

3. Continue forward progress with the new jail project.

The County as well as the Sheriff's Office have been working diligently to move this project forward. The Ground Lease documents were signed on February 24, 2022, leading the way to approval of the project by the State Public Works Board on April 15, 2022. Unfortunately, the delays in moving the project forward have left us susceptible to ever increasing escalation in construction costs.

4. Remain dedicated to providing quality public service to the people of Colusa County.

The Sheriff's Office always remains committed to providing the most effective law enforcement services to all Colusa County residents. The Sheriff's Office works diligently to reduce agricultural thefts, narcotic enterprise, gang activity and other criminal activity throughout the county. In 2020 the Sheriff's Office handled 1,117 crime cases with a total of 102 arrests and within 2021 the Sheriff's Office handled 1,229 crime cases with total of 126 arrests

5. Remain fiscally conservative in budgeting and expenditures.

The department has continued to fulfill fiduciary responsibilities encompassing all operating budgets. Total expenditures of $7,594,300.17 of the Sheriff's Office annual budget of $14,752,657. Percent of budgeted amount expended is 51.48 percent. Currently under seventh period target number of 58.4 percent.

TREASURER-TAX COLLECTOR:

1. Implement new financial system.

The department is solely using the Open Gov Financial System to enter deposit (cash) receipting and claims (invoices).

2. Implement new Business License Portal.

It is not likely that we will move forward this fiscal year with Business License portal in Open Gov, there are issues to be worked through with other aspects of Open Gov prior to our attempt to move forward.

3. Conduct on-line tax sale in August.

We successfully conducted the sale of tax defaulted properties in an online sale that took place August 3-5, 2021. We sold 9 properties, recovering all delinquent balances.

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COUNTY OF COLUSA, CA

7.2

Request For County Board of Supervisors Action

MEETING DATE: March 1, 2022

DEPARTMENT: County Administrative Office

FROM: Kaline Moore

SUBJECT: Revenue and Appropriations Intra-Budget Adjustments FY21/22

Approve Corrected FY 21/22 Revenue and Appropriations Intra-Budget Contingency Request Adjustment No. B-22058.

Detailed Description/Background of request

This request is to re-approve B-22058 originally submitted on February 1st. The account coding in the "From" section in the original submission was incorrect. As a result, a correct form needs to be approved by the Board. Nothing else has been changed.

The original request was:
B-22058 - This request is to cover the increased cost of the Professional Services contract for autopsies. This budget has been an area of concern and very hard to budget for as there is no way of anticipating how many autopsies will be required in the fiscal year especially with COVID around. This request should cover the rest of the fiscal year.

Prior Board Action

Approved on February 1, 2022

Fiscal Impact/Funding Source

Reduce Contingency balance from $1,001,208 to $951,208.

Action for the Clerk

None

ATTACHMENTS:

- B-22058 Revised (PDF)

INTRA-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Sheriff- Coroner

Submitted By: James Pastorino

Digitally signed by James Pastorino
DN: cn=James Pastorino, o=colusa county, ou=sheriff, email=jpastorino@countyofcolusa.com, c=US
Date: 2021.12.02 13:17:02 -08'00'

☐ Sufficient balances are available to meet requested transfer from current budget.

☒ Insufficient balances are available to meet request within department budget. **(Requires transfer from Contingencies)**

Explanation: Due to imminent budget deficiency I am requesting a Contingency to increase appropriation as listed below. This budget was discussed as a potential area of concern during Committee Budget meeting and Object Code listed below is facing shortfall of funds. Contingency guarantees prompt payment for essential Professional Services for autopsy services that presents an annual difficulty in projecting needed funding.

FROM:

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	59400	098	Contingencies	$ 1,001,208.00	$ 951,208.00	$ 50,000.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 50,000.00

TO:

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	53180	571	Professional/Special Services	$ 65,834.00	$ 115,834.00	$ 50,000.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 50,000.00

Fiscal Year: 2021/22

Intra-Budget Log #: B- 58 REVISED

OpenGov Amendment #: _____

BOS Approval Required

Budget Officer Signature: _____ Date: _____

Auditor Office Signature: _____ Date: _____

Attachment: B-22058 Revised (8219 : FY21/22 Intra-Budgets - Corrected Contingency)

INTRA-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Sheriff- Coroner

Submitted By: James Pastorino

Digitally signed by James Pastorino
DN: cn=James Pastorino, o=colusa county, ou=sheriff, email=jpastorino@countyofcolusa.com, c=US
Date: 2021.12.02 13:17:02 -08'00'

☐ Sufficient balances are available to meet requested transfer from current budget.

☒ Insufficient balances are available to meet request within department budget. **(Requires transfer from Contingencies)**

Explanation: Due to imminent budget deficiency I am requesting a Contingency to increase appropriation as listed below. This budget was discussed as a potential area of concern during Committee Budget meeting and Object Code listed below is facing shortfall of funds. Contingency guarantees prompt payment for essential Professional Services for autopsy services that presents an annual difficulty in projecting needed funding.

FROM:

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	098	571	Contingencies	$ 1,174,736.00	$ 1,124,736.00	$ 50,000.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 50,000.00

TO:

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	53180	571	Professional/Special Services	$ 65,834.00	$ 115,834.00	$ 50,000.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 50,000.00

Fiscal Year: 21/22

Intra-Budget Log #: B- 22058

OpenGov Amendment #: _____

BOS Approved 02/1/2022

Budget Officer Signature: _____ Date: _____

Auditor Office Signature: _____ Date: _____

Attachment: B-22058 Revised (8219 : FY21/22 Intra-Budgets - Corrected Contingency)

COUNTY OF COLUSA, CA

7.3

Request For County Board of Supervisors Action

MEETING DATE: March 1, 2022

DEPARTMENT: County Administrative Office

FROM: Kaline Moore

SUBJECT: Revenue and Appropriations Intra-Budget Adjustments FY21/22

Approve FY 21/22 Revenue and Appropriations Intra-Budget Contingency Request Adjustment No. B-22099.

Detailed Description/Background of request

This request is to cover the increased cost for the Promotion of a DA Investigator I to a DA Investigator II effective April 1, 2022 and the re-classification of the Fiscal Program Analyst to an Office Manager effective April 1, 2022. These changes have been reviewed by HR. This request will cover the additional expense for the balance of the fiscal year.

Prior Board Action

None

Fiscal Impact/Funding Source

Reduce Contingency balance from $951,208 to $944,979

Action for the Clerk

None

ATTACHMENTS:

- B-22099 DA Contingency (PDF)
- DA Contingency backup (PDF)

INTRA-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: District Attorney

Submitted By: Devin Kelley Digitally signed by Devin Kelley Date: 2022.02.23 10:22:10 -08'00'

☐ Sufficient balances are available to meet requested transfer from current budget.

☒ Insufficient balances are available to meet request within department budget. **(Requires transfer from Contingencies)**

Explanation: This request for Contingency is to cover the Promotion of a DA Investigator I to a II and the Re-classification of the Fiscal Program Analyst to an Office Manager.

FROM:

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	59400	098	Contingency*	$ 951,208.00	$ 944,979.00	$ 6,229.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 6,229.00

TO:

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
						$ 0.00
001	51010	516	Salaries & Wages	$ 999,074.00	$ 1,003,580.00	$ 4,506.00
001	51021	516	Retirement	$ 430,657.00	$ 432,733.00	$ 2,076.00
001	51022	516	FICA	$ 76,639.00	$ 77,000.00	$ 361.00
001	51043	516	Group Insurance-Health(125)	$ 118,538.00	$ 117,608.00	-$ 930.00
001	51024	516	Educational Incentive Pay	$ 3,994.00	$ 4,102.00	$ 108.00
001	51025	516	Post Cert Pay-Intermediate	$ 6,388.00	$ 6,442.00	$ 54.00
001	51027	516	Post Cert Pay-Advanced	$ 4,749.00	$ 4,803.00	$ 54.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 6,229.00

*Current Amt. Budgeted from B-22058 Revised.

Fiscal Year: 2021/22

Intra-Budget Log #: B- 22099

OpenGov Amendment #: _____

Budget Officer Signature: _____ Date: _____

Auditor Office Signature: _____ Date: _____

Attachment: B-22099 DA Contingency (8230 : FY21/22 Intra-Budget - Contingency)

Nathan Hutson - current DA Investigator I DSS Range 27 Step 6 - promoted to DA Investigator II DSS 31 Step 6

		CURRENT FY			PROMOTED FY (eff 3/22)		
Account	**Description**	Monthly	**Annual**	# of months **3**	Monthly	**Annual**	# of months **3**
51010*	Salary	6,806.00	20,418.00		7,514.00	22,542.00	2,124.00 ✓
51011	Extra Help	-	-		-	-	-
51011	Extra Help w/PERS	-	-		-	-	-
51012	Overtime	-	-		-	-	-
51013	Nite Differential	-	-		-	-	-
51014	Holiday Pay	-	-		-	-	-
51016	Bilingual	-	-		-	-	-
51017	Standby	-	-		-	-	-
510171	Post Intermediate	170.00	510.00		188.00	564.00	54.00
510172	Post Advanced	170.00	510.00		188.00	564.00	54.00
510174	Educational Incentive	340.00	1,020.00		376.00	1,128.00	108.00
510175	Post Management	-	-		-	-	-
51019	In Lieu	-	-		-	-	-
51020	Deferred Comp	-	-		-	-	-
51021	PERS (update % as needed)	3,589.54	10,768.61		3,963.55	11,890.64	1,122.03 ✓
51022	FICA	572.68	1,718.04		632.35	1,897.05	179.01 ✓
51029	Vision	12.91	38.73		12.91	38.73	-
51030	Health	149.00	447.00		149.00	447.00	-
510301	Cafeteria Plan	1,678.76	5,036.28		1,678.76	5,036.28	-
51031	Life	4.35	13.05		4.35	13.05	-
51033	Dental	45.00	135.00		45.00	135.00	-
51036	EAP	2.12	6.36		2.12	6.36	-
51038	HRA	50.00	150.00		50.00	150.00	-
53050	Uniform	-	-		-	-	-
53061	Cell	-	-		-	-	-
53250	Mileage	-	-		-	-	-
	Grand Total	13,590.36	40,771.07		14,804.04	44,412.11	3,641.04
					Net change FY 21/22	3,641.04	

*51010 includes Base Salary, Confidential, Management Incentive, Drug Enforcement, SOAR, Detective, FTO and OIC

Attachment: DA Contingency backup (8230 : FY21/22 Intra-Budget - Contingency)

Devin Kelley - current Fiscal Program Analyst Range MSC 31 Step 6 - promoted to MGT 10 Step 7

		CURRENT FY				PROMOTED FY (eff 3/22)			
Account	**Description**	Monthly	**Annual**	# of months	**3**	Monthly	**Annual**	# of months	**3**
51010*	Salary	5,424.00	16,272.00			6,218.00	18,654.00	2,382.00	
51011	Extra Help	-	-			-	-		
51011	Extra Help w/PERS	-	-			-	-		
51012	Overtime	-	-			-	-		
51013	Nite Differential	-	-			-	-		
51014	Holiday Pay	-	-			-	-		
51016	Bilingual	-	-			-	-		
51017	Standby	-	-			-	-		
510171	Post Intermediate	-	-			-	-		
510172	Post Advanced	-	-			-	-		
510174	Educational Incentive	-	-			-	-		
510175	Post Management	-	-			-	-		
51019	In Lieu	-	-			-	-		
51020	Deferred Comp	40.00	120.00			40.00	120.00	-	
51021	PERS (update % as needed)	2,172.47	6,517.42			2,490.50	7,471.49	954.06	
51022	FICA	418.00	1,253.99			478.74	1,436.21	182.22	
51029	Vision	12.91	38.73			12.91	38.73	-	
51030	Health	149.00	447.00			149.00	447.00	-	
510301	Cafeteria Plan	1,678.76	5,036.28			1,368.76	4,106.28	(930.00)	
51031	Life	4.35	13.05			4.35	13.05	-	
51033	Dental	45.00	135.00			45.00	135.00	-	
51036	EAP	2.12	6.36			2.12	6.36	-	
51038	HRA	50.00	150.00			50.00	150.00	-	
51048	Dental (Stabilization)	4.70	14.10			4.70	14.10	-	
53050	Uniform	-	-			-	-		
53061	Cell	-	-			-	-		
53250	Mileage	-	-			-	-		
	Grand Total	10,001.31	30,003.93			10,864.07	32,592.22	2,588.29	
						Net change FY 21/22	2,588.29		

*51010 includes Base Salary, Confidential, Management Incentive, Drug Enforcement, SOAR, Detective, FTO and OIC

Attachment: DA Contingency backup (8230 : FY21/22 Intra-Budget - Contingency)

COUNTY OF COLUSA, CA

7.4

Request For County Board of Supervisors Action

MEETING DATE: March 1, 2022

DEPARTMENT: County Administrative Office

FROM: Kaline Moore

SUBJECT: Revenue and Appropriations Inter-Budget Adjustments FY21/22

Approve FY 21/22 Revenue and Appropriations Inter-Budget Adjustment No.'s 017-020.
(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.

See Budget Adjustment ledger below for summary details or IB017-IB020 forms for full details

Inter-Budget Ledger - FY2021/22	Fund	Dept	Object	Amount	
Substance Abuse	003	711	47951	3,000.00	IB-017
Substance Abuse	003	711	48013	3,600.00	
Substance Abuse	003	711	53060	500.00	
Substance Abuse	003	711	55270	4,100.00	
Substance Abuse	003	711	53180	2,000.00	
Mental Health	003	713	45479	350,000.00	IB-018
Mental Health	003	713	45353	563,500.00	
Mental Health	003	713	45355	67,000.00	
Behavioral Health - Reserve	302	302	48030	450,000.00	
BH - Quality Improvement Prog.	306	306	45550	250,000.00	
Behavioral Health	003	000	31960	(131,876.00)	
Mental Health	003	713	53120	500.00	
Mental Health	003	713	53180	530,000.00	
Mental Health	003	713	59452	450,000.00	
Mental Health	003	713	59390	(99,376.00)	
Mental Health	003	713	53250	10,500.00	
Mental Health	003	713	53251	7,000.00	
Behavioral Health Admin	003	710	59390	(50,000.00)	
Behavioral Health - Reserve	302	302	31960	450,000.00	
BH - Quality Improvement Prog.	306	306	55280	149,376.00	
BH - Quality Improvement Prog.	306	306	31960	100,624.00	
East Park Reservoir	046	000	48030	15,000.00	IB-019
Disaster Recovery Fund	270	000	31960	15,000.00	
East Park Reservoir	046	000	53230	15,000.00	
Disaster Recovery Fund	270	000	59452	15,000.00	
Sheriff	001	521	45545	50,000.00	IB-020
Sheriff	001	521	53061	557.00	
Sheriff	001	521	53230	44,643.00	
Sheriff	001	521	53231	1,000.00	
Sheriff	001	521	57011	3,800.00	

Prior Board Action
None

Fiscal Impact/Funding Source
See detailed report on the attached adjustment forms

Action for the Clerk
None

ATTACHMENTS:

- IB017 - IB020 (PDF)

Colusa County Board of Supervisors | Agenda Request

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Behavioral Health

Submitted By: Jayro C Pina

Digitally signed by Jayro C Pina
Date: 2022.02.09 14:53:30 -08'00'

Explanation: The department is requesting a budget adjustment to the Communications, Support & Care of Persons, and Professional/Special Services accounts. The communications costs are higher than anticipated due to adding wireless service for employees and clients. The Support & Care costs are higher than anticipated as there has been an abnormal influx of clients who need to be housed in medical facilities. The Professional/Special Services costs have increased due to increased contract costs for our EHR system.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
003	47951	711	Misc Grant-Outside Source	$ 0.00	$ 3,000.00	$ 3,000.00
003	48013	711	Miscellaneous-Other Refunds	$ 0.00	$ 3,600.00	$ 3,600.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 6,600.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
003	53060	711	Communications	$ 2,000.00	2500	$ 500.00
003	55270	711	Support & Care of Persons	$ 95,000.00	99100	$ 4,100.00
003	53180	711	Professional/Special Services	$ 12,000.00	14000	$ 2,000.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 6,600.00

Fiscal Year: 21/22

Board Date: 3/1/2022

Inter-Budget Log #: IB- 017

OpenGov Amendment #:

Attachment: IB017 - IB020 (8218 : FY21/22 Inter-Budgets IB017-IB020)

Colusa County Board of Supervisors **Agenda Request**

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Behavioral Health

Submitted By: 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: 2022.02.09 15:14:03 -08'00'

Explanation: The department received higher than anticipated FY 19/20 & FY 20/21 Realignment Growth and unanticipated FY 15/16 Medi-Cal true-up revenue. The FY 15/16 Medi-Cal revenue needs to transferred to our Reserve fund until the State has completed their audit. We have also received a BH - Quality Improvement Program grant to help cover the costs of implementing the State's Cal-AIM program, some of which needs to be transferred to the operating departments to cover staff expenses and our EHR upgrade. We have unanticipated expenses for maintenance equipment and we need to increase our operating budget for increased costs for the new Kingsview contract and amended Traditions contract for telepsychiatry services due to our department Psychiatrist retiring. We also were notified of unique training opportunities for our staff for our WRAP program and our Forensics program.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
003	45479	713	Child Mental Health-EPSDT	$ 1,060,000.00	$ 1,410,000.00	$ 350,000.00
003	45353	713	Aid for Medi-Cal/M/C Supp	$ 4,583,740.00	$ 5,147,240.00	$ 563,500.00
003	45355	713	Inpatient Allocation	$ 185,400.00	$ 252,400.00	$ 67,000.00
						$ 0.00
302	48030	302	Transfers In	$ 0.00	$ 450,000.00	$ 450,000.00
						$ 0.00
306	45550	306	QIP Incentive	$ 0.00	$ 250,000.00	$ 250,000.00
						$ 0.00
003	31960	000	Fund Balance	$ 0.00	-$ 131,876.00	-$ 131,876.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 1,548,624.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
003	53120	713	Maintenance-Equipiment	$ 5,500.00	6000	$ 500.00
003	53180	713	Professional/Specialized Services	$ 426,686.00	956686	$ 530,000.00
003	59452	713	Transfers Out	$ 12,174.00	462174	$ 450,000.00
003	59390	713	Reimbursed Projects	-$ 2,087,997.00	-2187373	-$ 99,376.00
003	53250	713	Transportation & Travel	$ 5,000.00	15500	$ 10,500.00
003	53251	713	Education & Training	$ 15,000.00	22000	$ 7,000.00
				$ 0.00		$ 0.00
003	59390	710	Reimbursed Projects	-$ 1,279,254.00	-1329254	-$ 50,000.00
302	31960	000	Fund Balance	$ 0.00	450000	$ 450,000.00
306	55280	306	Contributions Other Agencies	$ 0.00	149376	$ 149,376.00
306	31960	000	Fund Balance	$ 0.00	100624	$ 100,624.00
						$ 0.00
					Total	$ 1,548,624.00

Fiscal Year: 2021/22

Board Date: 3/1/2022

Inter-Budget Log #: IB- 018

OpenGov Amendment #:

Attachment: IB017 - IB020 (8218 : FY21/22 Inter-Budgets IB017-IB020)

Colusa County Board of Supervisors

Agenda Request

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: East Park Reservoir

Submitted By: Kaline M Moore

Digitally signed by Kaline M Moore
DN: cn=Kaline M Moore, o=County of Colusa, ou=CAO, email=kmoore@countyofcolusa.org, c=US
Date: 2022.01.05 11:42:48 -08'00'

Explanation: To use ARPA funds to help supplement the cost of restocking East Park Reservoir fish population.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
046	48030	000	Transfers In	$ 100,000.00	$ 115,000.00	$ 15,000.00
						$ 0.00
270	31960	000	Fund Balance - Unreserved	$ 0.00	$ 15,000.00	$ 15,000.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 30,000.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
						$ 0.00
270	59452	270	Transfers Out	$ 1,558,305.00	$ 1,573,305.00	$ 15,000.00
						$ 0.00
046	53230	000	Special Department Expense	$ 82,850.00	$ 97,850.00	$ 15,000.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 30,000.00

Fiscal Year: 2021-22

Board Date: 3/1/2022

Inter-Budget Log #: IB- 019

OpenGov Amendment #:

Attachment: IB017 - IB020 (8218 : FY21/22 Inter-Budgets IB017-IB020)

Colusa County Board of Supervisors **Agenda Request**

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Sheriff

Submitted By: James Pastorino

Digitally signed by James Pastorino
DN: cn=James Pastorino, o=colusa county, ou=sheriff, email=jpastorino@countyofcolusa.com, c=US
Date: 2022.02.18 09:43:38 -08'00'

Explanation: Increase FY 21/22 521 budget using anticipated reimbursement funds from approved Contract C20-037,Tobacco Law Enforcement Grant Program, (TLEGP) agreement with Colusa Office of Education. Materials/Technology/Outreach items are grant approved for Fiscal Year 21/22 in the amount of $50,000. Maximum allowed for computer expense is $4,800.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	45545	521	State Grant Tobacco Program	$ 0.00 ✓	$ 50,000.00	$ 50,000.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 50,000.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	53061	521	Cell Phone & Pagers	$ 5,772.00 ✓	$ 6,329.00	$ 557.00
001	53230	521	Special Department Expenses	$ 5,000.00 ✓	$ 49,643.00	$ 44,643.00
001	53231	521	Software	$ 383,653.00 ✓	$ 384,653.00	$ 1,000.00
001	57011	521	Computer Equipment	$ 500.00 ✓	$ 4,300.00	$ 3,800.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 50,000.00

Fiscal Year: 2021/22

Board Date: 3/1/2022

Inter-Budget Log #: IB- 020

OpenGov Amendment #:

Attachment: IB017 - IB020 (8218 : FY21/22 Inter-Budgets IB017-IB020)

COUNTY OF COLUSA, CA

10.1

Request For County Board of Supervisors Action

MEETING DATE: March 1, 2022

DEPARTMENT: County Counsel

FROM: Richard Stout

SUBJECT: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, (d)(1) concerning litigation that has been formally initiated. County of Colusa v. City of Colusa, et. al. Colusa County Superior Court Case Number CV24579.

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk