

Solano County

675 Texas Street
Fairfield, California 94533
www.solanocounty.com



**Please see
page 2 of this
agenda for
participation
options for the
meeting**

Agenda - Final

Tuesday, November 10, 2020

9:00 AM

Board of Supervisors Chambers

Board of Supervisors

Erin Hannigan (Dist. 1) Chairwoman
(707) 553-5363

Monica Brown (Dist. 2), Vice-Chair (707)
784-3031

James P. Spering (Dist. 3)
(707) 784-6136

John M. Vasquez (Dist. 4)
(707) 784-6129

Skip Thomson (Dist. 5)
(707) 784-6130

SOLANO COUNTY BOARD OF SUPERVISORS
HOUSING AUTHORITY, SPECIAL DISTRICTS, SOLANO FACILITIES
CORPORATION, AND
IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

This meeting will be live-streamed and available to view at:

<http://www.solanocounty.com/depts/bos/meetings/videos.asp>

Due to COVID-19 social distancing requirements, seating will be limited in the Board Chambers. All or some of the Board members may attend the meeting telephonically and participate in the meeting to the same extent as if they were present.

PUBLIC COMMENTS: To submit public comments, please see the options below.

Email/Mail:

If you wish to address any item listed on the Agenda or Closed Session by written comment, please submit comments in writing to the Clerk of the Board by U.S. Mail or by email. Written comments must be received no later than 8:30 A.M. on the day of the meeting. The email address for the clerk is: clerk@solanocounty.com. The mailing address is: Clerk of the Board of Supervisors, 675 Texas Street, Suite 6500, Fairfield, CA 94533. Copies of comments received will be provided to the Board and will become a part of the official record but will not be read aloud at the meeting.

Phone:

To submit comments verbally from your phone during the meeting, you may do so by dialing: 1-415-655-0001 and using Access Code 809-855-665 on your phone. No attendee ID number is required. Once entered in the meeting, you will be able to hear the meeting and will be called upon to speak during the public speaking period.

The County of Solano does not discriminate against persons with disabilities. If you wish to participate in this meeting and you will require assistance in order to do so, please call the Office of the Clerk of the Board of Supervisors at 707-784-6100 at least 24 hours in advance of the event to make reasonable arrangements to ensure accessibility to this meeting.

Non-confidential materials related to an item on this Agenda submitted to the Board after distribution of the agenda packet will be emailed to you upon request. You may request materials by emailing clerk@solanocounty.com.

AGENDA

CALL TO ORDER - 9:00 A.M.

ROLL CALL

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

ITEMS FROM THE PUBLIC

This is your opportunity to address the Board on a matter not listed on the Agenda, but it must be within the subject matter jurisdiction of the Board. Please submit a Speaker Card before the first speaker is called and limit your comments to three minutes. The Board will hear public comments for up to fifteen minutes. Any additional public comments will be heard at the conclusion of the meeting. Items from the public will be taken under consideration without discussion by the Board and may be referred to staff.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

APPROVAL OF THE AGENDA

PUBLIC COMMENT ON CONSENT CALENDAR

Each speaker shall have 3 minutes to address any or all items on the Consent Calendar.

APPROVAL OF THE CONSENT CALENDAR

The Board considers all matters listed under the Consent Calendar to be non-controversial or routine and will adopt them in one motion. There will be no discussion on these items before the Board votes on the motion unless Board members request specific items be discussed and/or removed from the Consent Calendar.

CONSENT CALENDAR

GENERAL GOVERNMENT

First 5 Solano:

- 1 **20-805** Adopt the proposed ordinance amending Solano County Code Chapter 7.3, section 7.3-03(a), related to membership of the First 5 Solano Children and Families Commission
- Attachments: [A - Ordinance](#)

Human Resources:

- 2 **20-803** Adopt a resolution approving an amendment to the Alphabetical Listing of Classes and Salaries to add a new classification of Support Services

Manager with a monthly salary of \$8,420.08 - \$10,234.66

Attachments: [A - Resolution](#)

HEALTH AND SOCIAL SERVICES

Health and Social Services:

- 3 **20-797** Approve a contract with Willow Glen Care Center for \$1,780,435 to provide psychiatric medical services in residential and locked settings from November 1, 2020 through June 30, 2022; and Authorize the County Administrator to execute the contract

Attachments: [A - Contract](#)
 [B - Link to Master Agreement](#)

CRIMINAL JUSTICE

Sheriff's Office:

- 4 **20-788** Adopt a resolution and plaque of appreciation honoring Correctional Officer Mary Shortencarrier upon her retirement from the Sheriff's Office with over 33 years of dedicated public service to Solano County

Attachments: [A - Resolution](#)

- 5 **20-680** Adopt a resolution and plaque of appreciation honoring Deputy Sheriff Daryl Snedeker upon his retirement from the Sheriff's Office with over 23 years of dedicated public service to Solano County

Attachments: [A - Resolution](#)

- 6 **20-783** Adopt a resolution recognizing November 10, 2020 as Law Enforcement Records and Support Personnel Day in Solano County

Attachments: [A - Resolution](#)

LAND USE/TRANSPORTATION

Resource Management:

- 7 **20-808** Adopt ordinance adding Article II to Chapter 2.2 of the Solano County Code regulating hemp cultivation and processing in unincorporated Solano County including provisions requiring a permit and establishing permit requirements, defined geographical areas where hemp cultivation permits may be requested, required legal findings to approve a hemp cultivation permit, security and testing requirements and enforcement procedures

Attachments: [A - Staff Report October 27, 2020 BOS Meeting](#)

- [B - Links to Board of Supervisors Minutes for Hemp](#)
- [C - Proposed Hemp Ordinance Boundary with title October 20 2020](#)
- [D - September 16 2020 Minutes of Hemp Community Mtg](#)
- [E - Ordinance](#)

REGULAR CALENDAR

Rescheduled Consent Items

Consider the following:

- A)
- B)
- C)

HEALTH AND SOCIAL SERVICES

Health and Social Services/Resource Management:

- 8 **20-816** Receive an update from Dr. Bela Matyas, Public Health Officer, and Terry Schmidtbauer, Interim Director of Resource Management, regarding the coronavirus disease 2019 (COVID-19) pandemic emergency response efforts and current status of statewide guidance and take action based on staff recommendations
- Attachments: [A - State Blueprint for a Safer Economy](#)
 [B - Summary of State Orders and Directives](#)

CRIMINAL JUSTICE

Sheriff's Office:

- 9 **20-790** Receive a presentation by the Solano County Sheriff's Office on the use of the Hi-Lo siren as a warning system to alert the Solano Community of impending disasters
- Attachments: [A - Hi-Lo Siren Presentation](#)

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

ADJOURN:

To the Board of Supervisors meeting of November 17, 2020 at 9:00 A.M., Board Chambers, 675 Texas Street, Fairfield, CA



Solano County

675 Texas Street
Fairfield, California 94533
www.solanocounty.com

Agenda Submittal

Agenda #:	1	Status:	Consent Calendar
Type:	Ordinance	Department:	First 5 Solano
File #:	20-805	Contact:	Michele Harris, 784-1332
Agenda date:	11/10/2020	Final Action:	
Title:	Adopt the proposed ordinance amending Solano County Code Chapter 7.3, section 7.3-03(a), related to membership of the First 5 Solano Children and Families Commission		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Ordinance		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes _____ No X

Public Hearing Required? Yes _____ No X

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board of Supervisors adopt the proposed ordinance amending Solano County Code Chapter 7.3, section 7.3-03(a), related to membership of the First 5 Solano Children and Families Commission.

SUMMARY/DISCUSSION:

On October 27, 2020, the Board of Supervisors introduced a proposed ordinance to change the Solano County Code Chapter 7.3, section 7.3-03(a) to allow the Director of the Solano County Health and Social Services Department to nominate Commissioners to the First 5 Solano Children and Families Commission who work in Health & Social Services but reside outside Solano County. This change does not affect nominations by Board of Supervisor Member for District Representatives or the Member at Large.

If adopted, the ordinance will become effective on December 10, 2020.

FINANCIAL IMPACT:

The costs associated with preparing this agenda item are nominal and absorbed by the department's FY2020/21 Budget.

ALTERNATIVES:

The Board could reject the proposed technical change, but this is not recommended because the Commission will benefit by broadening this membership definition for the two Health & Social Service designees.

OTHER AGENCY INVOLVEMENT:

County Counsel was consulted on the proposed code amendment.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

ORDINANCE NO. 2020-___

**AN ORDINANCE AMENDING SECTION 7.3-03 OF CHAPTER 7.3 OF THE SOLANO COUNTY
CODE TO EXPAND CERTAIN CRITERIA FOR COMMISSION MEMBERSHIP**

The Board of Supervisors of the County of Solano ordains as follows:

Section 1. Section 07.3-03 of Chapter 07.3 is amended to read:

(a) The Commission shall consist of nine members, appointed by the Board of Supervisors. Commission members who shall receive a per diem of \$100 per meeting not to exceed \$200 in any calendar month, and reimbursement of reasonable expenses incurred in attending meetings and discharging other official responsibilities as authorized by the commission. ~~All members of the commission shall reside in Solano County.~~ Members of the commission shall reside in Solano County, with the exception of the members nominated by the Director of the Solano County Health and Social Services Department who shall work or reside in Solano County.

(b) The membership shall be selected as follows:

(1) Two members shall be appointed from among the county health officer and persons responsible for management of the following county functions: children's services, public health services, behavioral health services, social services, and tobacco and substance abuse prevention and treatment services. These members shall be nominated by the Director of the Solano County Health and Social Services Department.

(2) One member shall be a member of the Board of Supervisors.

(3) The remaining members of the commission shall be from among the persons described in paragraph (1) or from the following categories of individuals: recipients of project services included in the county strategic plan; educators specializing in early childhood development; representatives of a local child care resource or referral agency, or a local child care coordinating group; representatives of a local organization for prevention or early intervention for families at risk; representatives of community-based organizations that have the goal of promoting nurturing and early childhood development; representatives of local school districts; and representatives of local medical, pediatric, or obstetric associations or societies.

These members shall be selected by each member of the Board of Supervisors making one nomination from among applicants or recommending reappointment of the current member. The nominee may, but is not required, to reside in the district of the Board member making the nomination. The sixth member in this category shall be selected collectively by the entire Board of Supervisors from among all applicants for the commission or by recommending reappointment of the current member.

(4) Members shall comply with the terms of the California Political Reform Act.

Section 2. Severability

If any provision of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, including but not limited to being preempted by state law, that portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion nor other applications of the ordinance which can be given effect without the invalid provision or application.

Section 3. Effective Date

This ordinance shall be effective thirty (30) days after its passage.

Section 4. Publication

A summary of this ordinance shall be published once within fifteen (15) days after its adoption, in the Fairfield Daily Republic, a newspaper of general circulation in the County of Solano.

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on _____ by the following vote:

AYES:	Supervisors:	_____

NOES:	Supervisors:	_____
EXCUSED:	Supervisors:	_____

ERIN HANNIGAN, Chair
Solano County Board of Supervisors

ATTEST:

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By: _____
Alicia Draves, Chief Deputy Clerk

Introduced:
Adopted:
Effective



Solano County

675 Texas Street
Fairfield, California 94533
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Agenda Submittal

Agenda #:	2	Status:	Consent Calendar
Type:	Resolution	Department:	Human Resources
File #:	20-803	Contact:	Kimberly Williams, 784-2552
Agenda date:	11/10/2020	Final Action:	
Title:	Adopt a resolution approving an amendment to the Alphabetical Listing of Classes and Salaries to add a new classification of Support Services Manager with a monthly salary of \$8,420.08 - \$10,234.66		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

The Department of Human Resources recommends that the Board of Supervisors adopt a resolution to amend the Alphabetical Listing of Classes and Salaries to add the classification of Support Services Manager with a monthly salary of \$8,4820.08 - \$10,234.66.

SUMMARY:

The Department of General Services was allocated one full-time equivalent (FTE) position during the County's Fiscal Year 2020/2021 Budget Hearing held on June 25, 2020 for the classification of Support Services Manager (TBD). The new position is to provide management duties for all support services (administrative, accounting, personnel, purchasing, records management, and mail services) for the Department as well as County-wide services provided.

FINANCIAL IMPACT:

There is no fiscal impact in adopting the resolution as the recommended action to add the new classification and set the salary for the classification was included during the Department's FY2020/21 Adopted Budget. The anticipated cost in filling the position would depend on the starting salary step, as well as any additional costs associated with taxes, benefits, and negotiated cost of living adjustments.

DISCUSSION:

The Department received the Board of Supervisors' approval of the proposed reorganization to create a more effective organizational structure to support a more cohesive operation and associated position allocation changes on June 25, 2020. The Department requested that the Department of Human Resources review and develop a classification needed to strengthen cross-functional leadership capacity. The new classification of

Support Services Manager was developed as part of the proposed reorganization.

The Support Services Manager will, under the supervision of the Director of General Services or the Assistant Director of General Services, plan, organize, direct, and oversee the fiscal, procurement, and administrative duties in the Department; the incumbent will also act as the Deputy Purchasing Agent for the County. The incumbent will perform supervisory duties; review, assign, approve and sign all incoming purchase requests and contracts including proposals and requests for bids; oversee surplus storage and sales; negotiate and execute lease/purchase and rental agreements; engage independent service contractors on behalf of the County; and will collaborate with other departments and personnel regarding purchasing, mail services and records management.

The proposed monthly salary is \$8,420.08 per month (Step 1) through \$10,234.66 per month (Step 5).

ALTERNATIVES:

The Board of Supervisors could elect to not amend the Alphabetical Listing of Classes and Salaries to add the classification at the recommended salary; however, this is not recommended as the establishment of the classification and salary does not obligate funding a future position and Human Resources Department has met its obligation under Government Code section 3500 et. al. with Professional and Technical Engineers, Local 21.

The Board of Supervisors could elect to set the wage for Support Services Manager at a different value; however, this is not recommended as the proposed wage was accepted by, Professional and Technical Engineers, Local 21

OTHER AGENCY INVOLVEMENT:

Human Resources worked with staff from the Department of General Services in creating the new class specification of Support Services Manager.

On September 17, 2020, the Director of Human Resources notified all County bargaining units that the Director intended to assign the classification of Support Services Manager to bargaining Unit 19 - Professional and Technical Engineers, Local 21.

On September 17, 2020, the Director of Human Resources notified Professional and Technical Engineers, Local 21, the exclusive representative of bargaining Unit 19, of the proposed classification and wage. Local 21 and the County met and conferred on October 1, 2020, regarding the proposed classification specifications and wages. The parties concluded the meet and confer process on October 1, 2020.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

RESOLUTION NO. 2020 - ____

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
AMENDING THE ALPHABETICAL LISTING OF CLASSES AND SALARIES**

Whereas, regulation of compensation of officers and employees of the County may be fixed by resolution of the Board of Supervisors; and

Whereas, the Alphabetical Listing of Classes and Salaries requires modification from time to time.

Resolved, that the Solano County Board of Supervisors authorize the Director of Human Resources to make any technical corrections if needed; and

Further resolved, that the Solano County Board of Supervisors amends the Solano County Alphabetical Listing of Classes and Salaries as follows:

OT	Class#	Class Title	EER	Grade	Salary Range
5	187100	Support Services Manager	19S	0063	\$8,420.08 - \$10,234.66 monthly



Director of Human Resources

10-28-20

Date

Passed and adopted by the Solano County Board of Supervisors at its regular meeting on _____ by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

EXCUSED: SUPERVISORS _____

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

ATTEST:

BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By: _____
Alicia Draves, Chief Deputy Clerk



Solano County

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Agenda Submittal

Agenda #:	3	Status:	Consent Calendar
Type:	Contract	Department:	Health and Social Services
File #:	20-797	Contact:	Gerald Huber, 784-8400
Agenda date:	11/10/2020	Final Action:	
Title:	Approve a contract with Willow Glen Care Center for \$1,780,435 to provide psychiatric medical services in residential and locked settings from November 1, 2020 through June 30, 2022; and Authorize the County Administrator to execute the contract		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Contract, B - Link to Master Agreement		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes _____ No X
Public Hearing Required? Yes _____ No X

DEPARTMENTAL RECOMMENDATION:

The Department of Health & Social Services (H&SS) recommends that the Board approve a contract with Willow Glen Care Center for \$1,780,435 to provide psychiatric medical services in residential and locked settings from November 1, 2020 through June 30, 2022; and authorize the County Administrator to execute the contract.

SUMMARY:

Willow Glen Care Center (WGCC) is a non-profit agency that provides intensive mental health services in both unlocked and locked residential settings. Solano County entered a Master Agreement on October 1, 2019 for adult client placement in their locked subacute setting and in their unlocked augmented board and care. This contract will sunset that master agreement and adds an agreement to use a new facility site that Willow Glen opened effective September 2020. This contract provides assurance of five beds dedicated to Solano County clients through guaranteed payment for those bed days. This payment arrangement will assist Solano County in obtaining placement at the subacute locked level of care. Clients who do not require a locked setting may be placed at the contractor's board and care facilities. This contract will apply to any programs operated by Willow Glen should additional sites become available.

FINANCIAL IMPACT:

Funding for this agreement will be 1991 Realignment and County General Fund. When applicable, Federal Short Doyle revenues will offset the 1991 Realignment or County General Fund. Appropriations are available in the Department's FY2020/21 Adopted Budget and there is no additional impact to the County General Fund.

DISCUSSION:

On June 25, 2019, the Board of Supervisors delegated signing authority to the Director of Health and Social Services to execute Admission Agreements and Master Agreements for clients in need of a residential facility placement. On December 18, 2019, the Director of Health & Social Services executed WGCC's Master Agreement from October 1, 2019 to June 30, 2021.

The availability of mental health residential care beds is very limited throughout the State and often up to 30 counties compete for the same placement opportunity. This contract provides Solano County with a five-bed guarantee which ensures 1,825 sub-acute bed days/year for treatment of Solano County clients. This will allow Solano County to step down clients who are currently in costlier and more restrictive levels of care such as the State Hospital or an acute inpatient hospital. Willow Glen also offers a competency restoration program, included in the day rate, for the County's misdemeanor and incompetent to stand trial population. The County is responsible for either the restoration or treatment of these individuals who often wait in jail for weeks to months pending an appropriate placement.

WGCC provides a comprehensive system of care to support clients with severe and persistent mental illness. WGCC has designed a multilevel system of care ranging from a MHRC offering intensive treatment in a locked setting for the most high-risk clients to a board and care to support the step down of clients to a less restrictive, therapeutic milieu to maintain treatment stability and increase independence. WGCC offers three quality residential Board and Care facilities: Willow Glen/Rosewood, Trinity Pines, and Redwood Creek. Clients are supported in a less restrictive and less costly environment for maintaining their continued behavioral health stability.

WGCC offers two Mental Health Rehabilitation Centers (MHRCs): Cedar Grove, a locked 44-bed program and Sequoia, a locked 16-bed facility. These MHRCs specialize in structured supervision and care for persistently mentally ill adults who are unable to maintain placement at lower levels of care that are unlocked. Cedar Grove and Sequoia provide a client driven, clinician supervised rehabilitation program model that will assist clients in identifying, practicing and implementing the skills necessary to reduce utilization of inpatient hospital days and provides a stable placement in a secure environment. The goal of the Cedar Grove and Sequoia programs is to assist identified mental health clients to stabilize and maintain their mental health condition, optimize their functioning, and return to a less restrictive level of care. The Sequoia facility is eligible for Medi-Cal reimbursement which offsets the local costs to any placements at that facility. For reference, locked facilities with more than 16 beds are not reimbursable by Medi-Cal.

ALTERNATIVES:

The Board may choose not to approve the WGCC, Inc. contract. This is not recommended as the County is mandated to provide appropriate psychiatric services for clients served in the County mental health system. This contract will provide Solano County Behavioral Health with highly needed residential placements at locked and unlocked levels of care.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved the contract for legal sufficiency.

CAO RECOMMENDATION:

ACCEPT DEPARTMENTAL RECOMMENDATION



**County of Solano
Standard Contract**

For County Use Only
CONTRACT NUMBER:
03928-21
(Dept., Division, FY, #)
H&SS/MH
BUDGET ACCOUNT:
7744
SUBJECT ACCOUNT:
3134, 3153

1. This Contract is entered into between the County of Solano and the Contractor named below:

Willow Glen Care Center

CONTRACTOR'S NAME

2. The Term of this Contract is:

November 1, 2020 – June 30, 2022

3. The maximum amount of this Contract is:

\$1,780,435

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

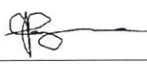



Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on October 7, 2020.

CONTRACTOR	COUNTY OF SOLANO
<u>Willow Glen Care Center</u>	
CONTRACTOR'S NAME	<u>Birgitta E. Corsello</u>
  10/21/2020 06:41 PM EDT	<u>County Administrator</u>
SIGNATURE	TITLE
<u>Jeff Payne, Executive Director</u>	<u>275 Beck Avenue, MS 5-200</u>
PRINTED NAME AND TITLE	ADDRESS
<u>1547 Plumas Court</u>	<u>Fairfield</u> <u>CA</u> <u>94533</u>
ADDRESS	CITY STATE ZIP CODE
<u>Yuba City</u> <u>CA</u> <u>95991</u>	
CITY STATE ZIP CODE	
	Approved as to Content:
	<u>Gerald Huber</u>  10/25/2020 11:19 AM EDT
	Gerald R. Huber, Director
	Health & Social Services Department
	Approved as to Form:
	<u>Ryan Fitzgerald</u>  10/27/2020 02:19 PM EDT
	COUNTY COUNSEL, DEPUTY

Rev. 12/17/09

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A **SCOPE OF WORK**

1. PROGRAM DESCRIPTION

Contractor will provide sub-acute inpatient residential treatment, including rehabilitation and/or stabilization services for clients referred by the County with the express intent of increasing client independence and stability in their lives. These services will result in clients moving toward independent community living and reduction of hospitalizations, incarcerations, and other more restrictive levels of care.

Contractor will provide treatment in a 24-hour care facility which will include settings that are either Sub-Acute locked Treatment, unlocked Residential Treatment Services, and Board and Care.

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

2. PROGRAM SPECIFIC ACTIVITIES

- A. **Sub-Acute Inpatient Treatment:** (Cedar Grove: 44-bed facility and Sequoia: 16-bed facility)
Provide sub-acute locked residential treatment, including rehabilitation and/or stabilization services, for seriously and persistently mentally ill persons referred by County. The severely and persistently mentally ill persons referred by County will hereinafter be referred to as "client(s)".
 1. Provide treatment that is specific to the population specialty and individualized to each client's medical and psychiatric diagnosis
 2. Offer a full range of psychiatric rehabilitation services and treatment activities to clients. These activities will promote stabilization of mental health disorders with the goal of reintegrating clients into the community. Evidence of these activities will be documented by Contractor in the client's records. These activities will include but are not limited to:
 - a. Psychological assessment
 - b. Symptom management training
 - c. Activities of daily living training
 - d. Group treatment
 - e. Social skills training
 - f. Vocational readiness training
 - g. Medication monitoring and management
 - h. Wellness & Recovery activities
 - i. Oversight of primary care needs
 3. Participate in County discharge planning and concurrent Utilization Review processes.
 - a. Communicate with the designated Solano County Mental Health staff on a routine basis as requested by County staff to determine an appropriate treatment/discharge plan. Each plan shall include a potential timeline for discharge and a treatment/discharge plan and identify the required outpatient services and housing that will ensure stabilization in the community.
 - b. The goal for the client is to be discharged into the lowest level of care suitable to their mental health condition.

- c. The treatment and environment for them will focus on best care practices and quality of life.
 - d. Transfer requests for patients will be worked on collaboratively to identify a suitable placement as soon as possible.
 - e. Provide County staff with a written copy of the treatment/discharge plan and any subsequent changes and revisions of that plan
 - f. Each client is assigned to a County case manager who oversees the treatment plan and collaborates with the contractor.
 - g. Transfer requests for clients shall be worked on collaboratively to identify a suitable placement as soon as possible.
 - h. Provide County staff with a written copy of the treatment/discharge plan and any subsequent charges or revisions of that plan.
 - i. Provide timely updates on any status changes for clients served so that County staff may either participate or discuss with the treatment team prior to meeting.
 - j. Provide County with schedule of Treatment Team meetings at least two (2) weeks in advance.
4. LPS Conservatorship Process
- a. Assist with and/or provide County, at County's request, timely status reports regarding conserved clients.
 - b. Assist County, at County's request, in the process of renewing Lanterman-Petris-Short Act (LPS) conservatorships including, but not limited to, timely providing original Physicians Declarations required for renewal of an LPS conservatorship and copies of documents requested in a timely manner.
 - c. Provide a staff psychiatrist or other necessary staff, to testify at LPS-related judicial proceedings at no additional cost to County.
5. Cedar Grove, a 44-bed Mental Health Rehabilitation Center and Sub-Acute Inpatient Treatment program: The County will provide a five (5) "bed guarantee" for placement of LPS conserved clients or those court-ordered for competency restoration. Contractor shall ensure County access to the 5 designated sub-acute treatment beds at its facility, 24 hours a day, 7 days a week. These beds will include all services normally rendered by an MHRC.
- a. Contractor shall make the determination of admission for referred clients in a timely manner and within 2 business days of receiving a complete referral packet. In the unusual circumstance when the Contractor is unable to make a determination within 2 business days, the Contractor will communicate verbally and in writing, the status to the County/referring party and provide a proposed timeline for a final determination.
 - b. In the event that the Contractor is considering denying placement of a client in an available, funded bed, this must be discussed with County Designee in effort to develop consensus on the appropriate placement or LOC.
 - c. Patients shall be the age of eighteen (18) years or older and eligible for County mental health services.

6. Sequoia, a 16 bed Mental Health Rehabilitation Center and Sub-Acute Treatment program: The County will submit a referral packet for general consideration. There is no implied bed guarantee between the County and the Contractor for the Sequoia facility. The Contractor will maintain program compliance as defined by Medi-Cal regulations in order to bill services as appropriate.

B. Residential Treatment: Board and care, providing the following services

1. Provide overall care planning and management of mental health conditions, including psychiatric care and other mental health rehabilitative services.
2. Provide or arrange transportation to day programs, community events, recreational activities, and medical appointments.
3. Provide life skills and psychoeducational educational opportunities such as budgeting training, communication skills, nutrition/meal planning, and substance abuse awareness.
4. Develop a treatment plan in collaboration with the client, support system, and County providers. Encourage each client to take increasing responsibility for his/her own treatment by supporting self-established goals and the use of support and treatment systems.
5. Assist each client with socialization and group activities to enhance skills with problem solving, coping, and interpersonal relationships.
6. Provide case management services to provide linkage to community resources, care coordination with primary medicine and mental health case managers, and monitoring of health conditions.
7. Provide 1:1 staffing when a client's temporary increase in acuity warrants closer observation in order to maintain safely in the current placement. Authorization of payment for 1:1 staffing must be provided within 24 hours of its initiation, or the next business day.
8. Assist each client in the development of personal hygiene, grooming, dressing, and household living skills.
9. Provide close supervision of, and when necessary intensive interactions, for behavior management consistent with the client's treatment plan.
10. Establish peer and family support to promote proactive roles within the facility as well as with family.
11. Maintain clinical documentation consistent with professional standards, and when applicable, the standards for Medicare and/or Medi-Cal.
12. Provide services that are culturally and linguistically competent.
13. Other therapies, including individual, group, recreational, and vocational, as appropriate to the client's treatment plan.
14. Notify Solano County Mental Health case manager and supervisor of Unusual Occurrence/Serious Incident involving any Solano County beneficiary within 24 hours of incident.
15. Provide referrals to representative payee services to all clients who require such assistance.
16. Assist each client or responsive party in applying for and maintaining financial/health benefits.
17. If employing staff with less education than a BA in a mental health or social work field, and less experience than 2 years in a mental health related field, training will be provided and documented around any service activity for which staff will be providing.
18. Other as specified:

- Provide restoration training and associated court reports as indicated in Penal Code 1370.01.
- Residential Treatment Services will be provided in both locked and unlocked settings.

C. Board and Care: Room and Board providing the following services

1. Supportive care, transportation to community and medical appointments.
2. Assistance with daily living skills, peer interaction, and socialization.
3. Assistance with symptom management and adherence to the treatment plan set forth by clinical providers.
4. Collaboration with mental health providers, including alerting the designated staff of any changes in the condition of the client.
5. Store and administer/dispense medication in accordance with Community Care Licensing (CCL) regulations
6. Maintain Board & Care Licensure, in accordance with CCL regulations. In the event of lapse of licensure, contractor to notify Solano County Mental Health within 24 hours.

3. GENERAL ACTIVITIES

- A. County and Contractor clinical staffs will fully communicate and cooperate with each other in the development of treatment planning, determining length of stay and readiness for discharge, and, to this end, may freely exchange patient information as a unitary treatment team.
- B. Provide mental health services that are strengths-based, person-centered, safe, effective, timely and equitable; supported by friends and the community; with an emphasis on promoting wellness and recovery.
- C. Ensure that service frequency is individualized and based upon best practices related to the need of each beneficiary and in accordance with the Solano County Mental Health Plan (MHP) level of care system.
- D. Make coordination of service care an integral part of service delivery which includes providing education and support to consumers/family members as well as consulting with community partners including but not limited to: other mental health providers, physical care providers, schools (if appropriate), etc.
- E. Maintain documentation/charting according to industry standards and strengths-based best practices. For all consumers entered into the Solano County MHP electronic health record Contractor shall adhere to documentation standards set forth by the MHP in accordance with Solano Behavioral Health trainings, practices and documentation manual.
- F. Ensure that direct clinical services are provided by licensed, registered or waived clinicians or trained support counselors:
 1. Assessment activities and therapy treatment services (1:1 therapy, family therapy, and group psychotherapy) can only be provided by licensed or registered clinicians.
 2. "Other Qualified Providers", such as mental health specialist level staff, are authorized to bill for Medi-Cal reimbursable mental health services, such as targeted case management, rehabilitative services, collateral, or plan development
 3. If Contractor employs staff with less education than a BA in a mental health or social work field, and less experience than 2 years in a mental health related field, the Contractor will provide and document training around any service activity for which the staff will be providing.
- G. Contractor shall supervise unlicensed staff in accordance with Medi-Cal and the applicable California State Board guidelines and regulations.

- H. Utilize clinical outcome measures and level of care assignment tools prescribed by the County. Such measures and tools will remain in effect until County officially notifies Contractor of a change in practice. Contractor will work with County MHP Quality Improvement when implementing additional measures. County required measures include, but are not limited to: the County client assessment and related outcome or level of care measures.
 - 1. The Primary Service Coordinator shall be responsible for completing these instruments and shall consult with Contractor treatment providers as required by the administration protocol and/or sound clinical practice.
 - I. Provide information (including brochures, postings in lobby, afterhours voicemail message, etc.) that communicates how mental health beneficiaries can access 24/7 services (e.g. crisis stabilization unit phone number, suicide prevention hotlines/text lines, and/or for full service partnership (FSP) program consumers the after-hours FSP warmline) when medically necessary.
4. **SERVICE AUTHORIZATION** (when necessary for residential board and care treatment)
- A. Services under this agreement are generally provided comprehensively under an all-inclusive day rate.
 - B. Procedures including required documentation for service authorization are provided to the Contractor by the County MHP.
 - C. Assignment of 1:1 staff to a client requires immediate notification to the County of the client need and daily reassessment and collaboration with County Designee.
5. **REFERRAL SOURCE** (when necessary for residential board and care treatment)
- A. All referrals must be approved by a designee of the Solano County Mental Health Plan.
 - B. Each program has an identified County liaison who facilitates referrals and collaborates with the service delivery provided under this agreement.
 - C. Payment is subject to retrospective review for medical necessity.
6. **PERFORMANCE MEASURE**
- A. Contractor to provide written service delivery report to include:
 - 1. Number of new individual admissions per month;
 - 2. Number of unduplicated individuals served per month;
 - 3. Number of individuals discharged to higher level per month;
 - 4. Number of individuals discharged to higher level per month.
7. **REPORTING REQUIREMENTS**
- Submit written performance measure report on a quarterly basis to be sent within 30 days following the close of each quarter to County contract manager or designee.
- A. Quarterly report indicating data associated with the performance measures above and any explanation of challenges or barriers along with successes.
8. **CONTRACT MONITORING MEETINGS**
- Contractor will review client deliverables per contract with County contract manager or designee as needed or at minimal annually. Meeting can be in person or via teleconference.
9. **PATIENT RIGHTS**

County of Solano
Standard Contract

- A. Patient rights shall be observed by Contractor as provided in Welfare and Institutions Code section 5325 and Title 9 of the California Code of Regulations, HITECH, and any other applicable statutes and regulations. County's Patients' Rights advocate will be given access to clients, and facility personnel to monitor Contractor's compliance with said statutes and regulation.
- B. Freedom of Choice: County shall inform individuals receiving mental health services, including patients or guardians of children/adolescents, verbally or in writing that:
 - 1. Acceptance and participation in the mental health system is voluntary and shall not be considered a prerequisite for access to other community services;
 - 2. They retain the right to access other Medi-Cal or Short-Doyle/Medi-Cal reimbursable services and have the right to request a change of provider, staff persons, therapist and/or case manager.

10. CULTURAL COMPETENCE

Contractor shall ensure the delivery of culturally and linguistically appropriate services to consumers by adhering to the following:

- A. Contractor shall provide services pursuant to this Contract in accordance with current State Statutory, regulatory and Policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 97-14, "Addendum for Implementation Plan for Phase II Consolidation of Medi-Cal Specialty Mental Health Services-Cultural Competence Plan Requirements," and the Solano County Mental Health Plan Cultural Competence Policy. Specific statutory, regulatory and policy provisions are referenced in Attachment A of DMH Information Notice No: 97-14, which is incorporated by this reference.
- B. Agencies which provide mental health services to Medi-Cal beneficiaries or are under Contract with Solano County are required to participate as requested in the development and implementation of specific Solano County Cultural Competence Plan provisions. Accordingly, Contractor agrees, at minimum:
 - 1. Utilize the national Culturally and Linguistically Appropriate Services (CLAS) standards in Health Care under the Quality Assurance/Quality Improvement (QA/QI) agency functions and policy making. For information on the CLAS standards please refer to the following link:
<https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>
 - 2. Develop and assure compliance with administrative and human resource policy and procedural requirements to support the hiring and retention of a diverse workforce;
 - 3. Provide culturally sensitive service provision including assurance of language access through availability of bilingual staff or interpreters and culturally appropriate evaluation, diagnosis, treatment and referral services.
- C. Provision of Services in Preferred Language:
 - 1. Contractor shall provide services in the preferred language of the consumer and/or family member with the intent to provide linguistically appropriate mental health services per ACA 1557 45 CFR 92, nondiscrimination in healthcare programs. This may include American Sign Language (ASL). This can be accomplished by a bilingual clinician or the assistance of an interpreter. The interpreter may not be a family member unless the consumer or family expressly refuses the interpreter provided.
 - 2. Contractor may identify and contract with an external interpreter service vendor, or may avail themselves to using the vendor provided and funded through Solano County Health and Social Services.

3. Contractor shall ensure that interpretation services utilized for communications or treatment purposes are provided by interpreters who receive regular cultural competence and linguistic appropriate training. Training specifically used in the mental health field is recommended.
 4. Contractor shall ensure that all staff members are trained on how to access interpreter services.
 5. Contractor will provide all informational materials, legal forms and clinical documents that the consumer or family member may review and/or sign in the consumer/family member's preferred language whenever possible.
 6. Contractor shall at a minimum provide translation of written informing materials and treatment plans in the County's threshold language of Spanish for Spanish-preferred consumers and/or family members.
- D. Cultural Competence Training:
1. Contractor shall ensure that all staff members including direct service providers, office support, and leadership complete at least one training in cultural competency per year.
 - a. Contractor will provide evidence, including sign in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving compliance training to County Quality Improvement or designee annually.
- E. Participate in County and agency sponsored training programs to improve the quality of services to the diverse population in Solano County.

11. QUALITY IMPROVEMENT ACTIVITIES

- A. Regulation changes that occur during the life of this agreement:
1. If/when Federal and/or State agencies officially communicate changes/additions to current regulations, County will communicate new expectations via County QI Information Notice, and such requirements will supersede contractual obligations delineated in this agreement.
- B. Medi-Cal Certification:
1. If the Contractor has Medi-Cal claiming programs, then Contractor will meet and maintain standards outlined on the most up-to-date DHCS Certification Protocols, as well as any standards added by the County through the most recent Behavioral Health Division policy.
 2. Contractor shall inform County of any changes in Contractor status, including changes to ownership, site location, organizational and/or corporate structure, program scope and/or services provided, Clinical Head of Service.
 - a. Contractor will communicate any such changes within 60 days to County Quality Improvement, utilizing the most up-to-date version of the *Solano County Behavioral Health Division Medi-Cal Certification Update Form*.
 3. Per DHCS requirements, Contractor shall establish hours of operation to serve Medi-Cal consumers that are the same as those hours for serving non-Medi-Cal clients.
- C. Contractor will communicate any such changes within 60 days to County Quality Improvement, utilizing the most up-to-date version of the *Solano County Behavioral Health Division Medi-Cal Certification Update Form* Staff Credentialing:
1. Contractor shall adhere to credentialing and re-credentialing requirements as stipulated in Department of Health Care Services MHSUDS Information Notice 18-019.
 2. All Contractor staff providing services that are entered into the County billing and information system must have the staff names and other required information communicated to County Quality Improvement using County Staff Master form.

3. Contractor shall provide County MHP Quality Improvement with a monthly updated list of Contractor staff by the date provided by MHP Quality Improvement.
4. Contractor shall not employ or subcontract with any provider excluded from participation in Federal health care programs.
5. Contractor shall notify County Quality Improvement when a staff provider will be terminating and shall demonstrate a good faith effort to notify in writing all individuals who were actively receiving services of the termination within 15 calendar days of receiving the termination notice from the staff.

D. Informing Materials

1. Informing materials include Solano County MHP Guide to Mental Health Services, Provider Directory, Problem Resolution forms, notices of service denial or termination.
2. Contractor shall ensure that informing materials are printable and given to those requesting services within 5 business days.
3. Contractor shall ensure that Informing Materials are made available in County threshold language of Spanish, and alternative formats (audio and large font).
4. Contractor shall provide written taglines communicating the availability of written translations or oral interpretation in specific other languages.
 - a. A hard-copy page of taglines in all prevalent non-English languages in the State of California, as provided by County MHP Quality Improvement, must be attached to all written materials provided to those requesting services.
 - b. A hard-copy page of taglines must also be available in large print (font no smaller than 18 pt.) for those with visual impairments.

E. Staff Credentialing:

1. All Contractor staff providing services that are entered into the County billing and information system must have their names and other required information communicated to County Quality Improvement using County Staff Master form.
2. Contractor will provide County MHP Quality Improvement with a monthly updated list of Contractor staff by the date provided by MHP Quality Improvement.
3. Contractor will notify County Quality Improvement when a staff provider will be terminating and will demonstrate a good faith effort to notify in writing all individuals who were actively receiving services of the termination within 15 calendar days of receiving the termination notice from the staff.

F. Contractor shall maintain medical records in such a manner that all required documentation for every consumer is stored in the secure Medical Record. Additionally, documentation will be completed with an emphasis on both timeliness and clinical accuracy in order to establish medical necessity for all specialty mental health services provided by the Contractor, as outlined in Solano County Behavioral Health Quality Improvement documentation trainings and manual.

1. Only one assessment and treatment plan covering the service authorization period is necessary to justify medical necessity for services. If another program is the Primary Service Coordinator and has completed an assessment and treatment plan, Contractor will utilize the already completed documentation to establish medical necessity for treatment, or complete a brief update to any area in need of supplemental information.
2. Required documentation includes, but is not limited to, the following:
 - a. Informing Materials
 - b. Clinical Behavioral Health Assessment
 - c. Consumer Treatment Plan
 - d. Service Authorization

- e. General Consent for Treatment
- f. Medication Consent
- g. Authorizations to Release Medical Records
- h. Acknowledgement of Receipt of Notice of Privacy Practices
- i. Notices of Action (if applicable, must be sent to Quality Improvement within 5 business days)

G. Problem Resolution:

1. Contractor shall adopt and implement the County Health and Social Services Department, Behavioral Health Division's Problem Resolution process.
 - a. The County Problem Resolution process includes Grievance, Appeal, and Expedited Appeals, as stipulated in County policy *ADM141 Beneficiary Problem Resolution Process – Grievances*, *ADM142 Beneficiary Problem Resolution Process – Appeals*, *ADM143 Beneficiary Problem Resolution Process – Expedited Appeals*, *ADM132 Request to Change Service Provider*, and *AAA210 Beneficiary Right of a Second Opinion*.
2. Contractor duties regarding Problem Resolution include, but are not limited to, the following:
 - a. Contractor shall post County notices and make available County forms and other materials informing consumers of their right to file a grievance and appeal. Required materials include the following brochures: "Beneficiary Rights & Problem Resolution Guide", "Appeal Form", "Compliment/Suggestion Form", "Grievance Form", and the "Request to Change Service Provider". Contractor shall aid consumers in filing a grievance when requested and shall not retaliate in any manner against anyone who files a grievance.
 - b. Contractor shall forward all Problem Resolution Process brochures written and completed by or on behalf of a consumer of the MHP to County Quality Improvement, immediately but no later than 24 hours from receipt, whether or not Contractor has resolved the problem.
 - c. Contractor shall provide "reasonable assistance" to individuals completing problem resolution forms, such as providing interpreting services and free access to TTY/TTD services.
 - d. Contractor shall communicate and collaborate directly with the County Quality Improvement Problem Resolution Coordinator to provide any additional information needed regarding any follow up actions to investigate/resolve the problem identified through the problem resolution process.
 - e. Contractor shall provide at no cost and sufficiently in advance of a resolution timeframe for appeals, information that the beneficiary may want to use to support the case, including parts of their medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Plan in connection with the appeal of the adverse benefit determination.

H. Serious Incident Reports (SIRs):

1. Contractor will communicate the occurrence of serious incidents to the County by completing an official County Serious Incident Report form following the process outlined in County policy *ADM-1.10 Serious Incident Reporting*, including but not limited to the following:
 - a. Contractor shall verbally notify County Quality Improvement immediately but no later than 4 hours after a serious incident.

- b. Contractor shall fax the written SIR to County Quality Improvement within 24 hours of the incident or sooner.
 - c. Contractor shall communicate directly with the County Quality Improvement designee to provide any additional information needed regarding the reported incident.
 - d. Contractor and County Behavioral Health Administration/Quality Improvement shall discuss and develop recommendations to achieve more desired outcomes in the future.
 - e. Data breaches or security incidents are required to be reported to both County Quality Improvement and County HSS Compliance Unit concurrently immediately upon discovery and no later than 24 hours.
- I. Contractor Quality Improvement Process:
 - 1. Contractor will establish and maintain an internal agency quality improvement and quality assurance process, including but not limited to the following:
 - a. Internal Quality Improvement Work Plan – The plan will set goals around Access, Timeliness, Quality and Outcomes for the Contractor and will be evaluated at least annually. A new plan will be created annually and a copy will be submitted to County Quality Improvement. Contractor will submit a revised plan if County determines the plan to be inadequate.
 - b. Internal review of Assessments/Plans – Contractor will internally review at least 25% of all Assessments and Treatment plans. A quarterly report will be sent to County Quality Improvement.
 - c. Internal review of provider progress notes – Contractor will internally review at least 10% of all progress notes. A quarterly report will be sent to County Quality Improvement.
 - d. Monitoring safety and effectiveness of medication practices – If Contractor provides medication services, Contractor will establish official policy for monitoring medication practices, including operating a Medication Prescriber peer review process. Contractor policy will specifically address procedures Contractor utilizes to monitor prescribing to children and youth.
- J. Annual County review of Contractor service delivery site and chart audit:
 - 1. County will engage in a site and chart review annually, consistent with practices outlined in the most up-to-date version of the County *Mental Health Utilization Review Handbook*.
 - 2. Contractor will provide all requested medical records and an adequate, private space in which for County staff to conduct the site review and chart audit.
 - 3. If Contractor operates a fee-for-service program and the chart audit results in service disallowances, County will subtract the audit disallowance dollars from a future vendor claim, once County audit report is finalized.
 - 4. County, State or Federal Officials have the right to audit for 10 years from any previous audit, therefore Contractor will retain records for 10 years from the completion of any audit.
- K. Compliance Investigations:
 - 1. At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement. Additionally, Contractor will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding consumers receiving services, and other data relating to all matters covered by this Agreement.

L. Service Verification:

1. Contractor will submit an executed copy of Contractor Service Verification Policy once created and will provide County a copy of Contractor's revised policy any time policy is revised/updated.
2. Contractor policy will contain measures as strict or stricter than the current County policy *QI620 Service Verification Requirements*
3. Contractor will provide evidence of following policy to Quality Improvement Service Verification Coordinator at intervals during the fiscal year as stipulated by County policy *QI620*.

M. Annual County review of Contractor service delivery site and chart audit:

1. County will engage in a site and chart review annually, consistent with practices outlined in the most up-to-date version of the County *Mental Health Utilization Review Handbook*.
2. Contractor will provide all requested medical records and an adequate, private space in which for County staff to conduct the site review and chart audit.
3. If Contractor operates a fee-for-service program and the chart audit results in service disallowances, County will subtract the audit disallowance dollars from a future vendor claim, once County audit report is finalized.

N. Conflict of Interest – Expanded Behavioral Health Contract Requirements:

1. Contractor will abide by the requirements outlined in County policy *ADM146 Disclosure of Ownership, Control and Relationship Information of Contracted Agencies*, including but not limited to the following:
 - a. Contractor will disclose the name of any person who holds an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by the Contractor to the County
 - b. Contractor will ensure all service providers receive a background check as a condition of employment as stringent as the County background policy requirements.
 - c. Contractor will require any providers or any other person within the agency with at least a 5% ownership interest to submit a set of fingerprints for a background check.
 - d. Contractor will terminate involvement with any person with a 5% ownership interest in the Contractor who has been convicted of a crime related to Medicare, Medicaid, or CFR title XXI within the last 10 years.

O. Contractor will ensure that all Contractor staff, including administrative, provider, and management staff, receive formal Compliance training on an annual basis.

1. Contractor will provide evidence, including sign in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving compliance training to County Quality Improvement annually by July 15th each Fiscal Year for the training the year prior.

P. Performance Data (1915b Waiver Special Terms and Conditions):

1. Contractor will provide County with any data required for meeting 1915b Waiver Special Terms and Conditions requirements communicated by California DHCS, within the timeline required by DHCS.

Q. Contractor will provide beneficiaries with a link to the Solano County Provider Directory upon request.

R. Physical Accessibility Requirements

1. Contractor must provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities.

2. County Quality Improvement will provide Physical Accessibility ratings for Contractor's facilities/offices during Medi-Cal certification site visits. Contractor's facilities/offices will be rated as having "Basic" or "Limited" accessibility for seniors and persons with disabilities.
 - a. "Basic" access is granted when the facility/office demonstrates access for the members with disabilities to parking, interior and exterior building, elevator, treatment/interview rooms, and restrooms.
 - b. "Limited" accessibility is granted when the facility/office demonstrates access for a member with a disability are missing or incomplete in one or more features for parking, building, elevator, treatment/interview rooms, and restrooms.
 - c. If Contractor's facility/offices are given a "Limited" rating, a Plan of Correction will be issued.

S. Program Integrity

1. Contractor shall ensure that contracted providers are enrolled through the State's Provider Enrollment process, following all requirements within Department of Health Care Services MHSUDS Information Notice 17-027.
2. Contractor must have a mechanism in place to report to the County when it has received an overpayment, to return the overpayment to the County within 45 calendar days after the date the overpayment was identified, and to notify the MHP in writing of the reason for the overpayment.

12. CONFIDENTIALITY OF MENTAL HEALTH RECORDS

- A. Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records. County and Contractor shall maintain the confidentiality of any information regarding consumers (or their families) receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the consumer's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.
- B. In the event of a breach or security incident by contractor or contractor's staff, any damages or expenses incurred shall be at the expense of the contractor.
- C. In the event of a breach or security incident by Contractor or Contractor's staff, any damages or expenses incurred shall be at Contractor's sole expense.

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- A. Review each client's progress and potential for step-down to less restrictive level of care on a monthly basis.
- B. Provide staff to attend treatment team meeting no less than quarterly.
- C. County will endeavor to give Contractor a written two-week notice upon terminating a resident's placement at Contractor's facility.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

In consideration of Contractor's satisfactory performance in providing the medically necessary Medi-Cal services described in Exhibit A, the maximum amount County agrees to compensate Contractor shall not exceed the maximum amount provided for in Section 3 of the Standard Contract, payable in accordance with the State Department of Health Care Services Medi-Cal Billing regulations and Cost report procedures and the following:

1. COMPENSATION

A. County shall compensate Contractor based on:

- (1) the actual clients authorized by the County and served by Contractor,
- (2) the actual number of days or service units Contractor provides each client, and
- (3) the interim rate(s) set forth in Exhibit B-1 attached to this Contract and incorporated by this reference
- (4) References to Medi-Cal units of services only apply to the Sequoia Psychiatric Treatment Center
- (5) Daily five (5) bed guarantee for the Cedar Grove MHRC facility only

If County determines that an increase or decrease in the rates set forth in Exhibit B-1 is warranted, County shall inform Contractor in writing of the proposed rate change and the method used to determine the amount of the change and such change will be reflected in a modified Exhibit B-1 to this Contract. The rate(s) shall not be increased/decreased unless both parties execute a written amendment to the Contract pursuant to the requirements set forth in Section 27 of Exhibit C.

- B. Contractor understands and agrees that the County will only make payments to the Contractor for day rates and Medi-Cal units of service as set forth in Exhibit B-1.**
- C. Contractor shall have the obligation and responsibility to determine revenue sources available to offset County reimbursement for the cost of treatment services rendered pursuant to this Contract. Such revenues shall include, but are not limited to, patient fees, patient insurance, Medicare, and other third party payers. Determination of patient eligibility for Medicare and other third party payers is the responsibility of the Contractor. County does not assume responsibility for such certification procedures.**
- D. Contractor will determine Medi-Cal eligibility at initial intake and each month afterward. Contractor will collect other health coverage information for insurance other than Medi-Cal. Contractor will provide County with Medi-Cal, Medicare, and other health coverage information on a Payer Financial Information (PFI) form including a copy of the Medi-Cal Eligibility Response page and copies of any other health coverage insurance cards. Contractor will provide County with a new PFI each time a client has any change in insurance, name, social security number, Client Identification Number (CIN), Medi-Cal eligibility or address.**
- E. In no event is County obligated to pay Contractor for any services provided that cannot be billed to Medi-Cal, Medicare, or other health coverage due to the fault of the Contractor, for reasons including but not limited to, missing or late treatment plans as identified on the Avatar 169A report, missing diagnoses as identified on the Avatar 169B reports, or**

Contractor failing to provide current insurance information to County by means of a PFI form including any client information necessary for billing. Contractor must reimburse County for all costs that County cannot bill due to the fault of the Contractor, within 30 days of notification of the Contractor by the County.

- F. In no event is County obligated to pay Contractor for any services provided to Medi-Cal clients which have been denied, disallowed or refused as payment for services by State or Federal authorities. Contractor must reimburse County for all disallowed costs that may have been paid to the Contractor, within 30 days of notification of the Contractor by the County.
- G. In conformity with Federal and State rules and regulations applicable to the reporting of revenues, Contractor shall deduct from the gross cost of reimbursable services the amount of payments received from or on behalf of the patients for which services were rendered by Contractor pursuant to this Contract. Amounts of claims or bills against other revenue sources which remain unpaid because the third-party payer finds such claims or bills to have been submitted by Contractor in an untimely, improper, or incomplete manner shall be deducted from gross cost in determining the amount to be claimed for reimbursement from County, if County concurs with the decision affected by such third-party payer.

2. ACCOUNTING STANDARDS

- A. Contractor shall establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for organizations/governmental entities as described in Exhibit C – section 13C.
- B. Contractor's cost allocation method must be supported by a cost allocation plan with a quantifiable methodology validating the basis for paying such expenditures. The cost allocation plan should be prepared according to the Department of Health Care Services (DHCS) and cost report procedures.
- C. Contractor shall document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices, time studies, and other official documentation that sufficiently support all charges under this Contract.

3. PERSONAL PROPERTY

Contractor shall develop and maintain a system to track the acquisition of tangible personal property purchased with County funds having a cost of at least \$1,500 and submit, upon County's request, an annual accounting of all such property purchased that includes information on cost and acquisition date. Contractor shall ensure adequate safeguards are in place to protect such assets and shall exercise reasonable care over such assets to protect against theft, damage or unauthorized use. Contractor shall, upon County's request, return such assets to the County upon Contract termination; unless the depreciated value of the asset is \$0, based on a straight-line method of depreciation (refer to CFR Part 200.436).

4. SUBMISSION OF INVOICES

Contractor will submit a Solano County vendor claim and invoices with adequate supporting documentation (to include but not limited to a spreadsheet with: patient name and number, start and stop dates of services, Institute for Mental Disorders (IMD) and/or Patch rates, other health coverage, Share of Cost and/or Supplemental Security Income payments) as to services provided no later than sixty (60) days after the last day of the month in which those services were provided.

- A. Payment of invoices is subject to County's approval. Before approving invoices, County will reconcile the supporting documentation with services entered into Avatar. Documentation not accurately reconciled to the services in Avatar will be adjusted by County or returned to Contractor for correction and resubmission. County will provide Contractor access to Solano County Avatar at Contractor's own cost.
- B. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor may submit a written appeal to a disallowance to the County Health and Social Services Mental Health Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor while appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County. The decision of the County regarding the appeal will be final.

5. SUBMISSION OF COST REPORT

- A. County will, at its discretion, schedule a cost report briefing each fiscal year. Contractor will submit its cost report and all supporting documentation by the deadline set by the County. Contractor's cost report must be complete, accurate and formatted within the guidelines provided by the Solano County Health and Social Services Department.
- B. If Contractor is currently out of compliance with the cost report's submission requirement, Contractor agrees that funds to be disbursed under the terms of this Contract will be withheld until such time as Contractor submits an acceptable cost report. County will not be liable for any interest that may accrue because of delay in payment caused by Contractor's failure to submit an appropriate cost report.
- C. If Contractor's costs are settled with the Department of Health and Social Services below the Interim Rates set forth in Exhibit B-1, Contractor agrees to reimburse the County for any overpayments as a result of the difference between the Interim Rates set forth in Exhibit B-1 and the settlement rate established by the Cost Report.
- D. If Contractor provides services to multiple counties, it must use the, reporting only the costs (activities) directly attributable to Solano County.

6. FINANCIAL STATEMENTS AND AUDITS:

- A. Contractor agrees to furnish annual audited financial statements to the County, which must be submitted within 30 days of its publication. If Contractor is not required by federal

and/or state regulations to have an independent audit of its annual financial statements, Contractor agrees to furnish unaudited annual financial statements by September 1.

- B. Contractor agrees to furnish all records and documents within a reasonable time, in the event that the County, State or Federal Government conducts an audit.

EXHIBIT B-1
BUDGET DETAIL AND PAYMENT PROVISIONS

Service Function	Mode of Service Code	Service Function Code	Avatar Service Code	Time Basis	County Maximum Rates
Adult Residential	05	65-79	H0019	Per day	\$330.00

Residential Services & Supports

Rates are per person, per day, and all-inclusive that includes basic day cost for psychiatric patients requiring a range of social rehabilitative services along with medical psychiatric treatment that includes medications, basic medical needs, and physician fees.

County shall reimburse Contractor at a rate of:

Board and Care Facilities

Redwood Creek (Willits, CA)	0 – 16 clients at \$147 a day
Trinity Pines (Chico, CA)	0 – 12 clients at \$147 a day
Willow Glen/Rosewood (Yuba City, CA)	0 – 59 clients at \$187 a day
	60 – 79 clients at \$167 a day
	80-100 clients at \$147 a day

MHRC

Cedar Grove MHRC (Yuba City, CA)	Five (5) bed guarantee*
Per client bed day	\$330/day
Per client bed guarantee day (empty bed, balance of 5 beds guaranteed)	\$330/day

*Bed guarantee to begin when facility is fully licensed to operate or the commencement of this contract, whichever is later.

Sequoia Psychiatric Treatment Center (Yuba City, CA)	\$330/day
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Additional Service Fee:

1:1 supervision services:	\$100/day – to be authorized by County Designee on each business day
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The Contractor may receive payment at the current “board and care” rate from a client’s Social Security or disability benefits.

LPS declarations will be paid for by Willow Glen Care Center (WGCC) and reimbursed by the county at a rate of \$200 for each evaluation. There is no requirement that a county utilize WGCC psychiatrists for declarations.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

(1) General Liability: (Including operations, products and completed operations.)	\$2,000,000	per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
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(2) Automobile Liability:	\$1,000,000	per accident for bodily injury and property damage.
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(3) Workers' Compensation:	As required by the State of California.
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(4) Employer's Liability:	\$1,000,000	per accident for bodily injury or disease.
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D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

(1) Cyber Liability:	\$1,000,000	per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract.
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- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers in excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

- I. Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.
- J. Verification of Coverage
 - (1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.
 - (2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.
 - (3) County must receive and approve all certificates and endorsements before work commences.
 - (4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.
 - (5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

- A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.
- B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.
- C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.
- D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

- A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.
- B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

- A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership,

joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by

personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

(1) The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

(2) The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as

well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding Sections 2 and 3 of the Standard Contract, and unless terminated by either party prior to contract termination date, at County's sole election, this Contract may be extended for up to 90 days beyond the contract termination date to allow for continuation of services and sufficient time to complete a novation or renewal contract. In the event that this Contract is extended, compensation for the extension period shall not exceed \$361,583.

2. DRUG FREE WORKPLACE

Contractor shall execute the form attached as Exhibit D-1.

3. CHILD/ADULT ABUSE

Contractor shall execute the forms attached as Exhibits D-2 and D-3.

4. HIPAA COMPLIANCE-COVERED ENTITY TO COVERED ENTITY

County and Contractor each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act and agree to use and disclose protected health information as required by law. COUNTY and CONTRACTOR acknowledge that the exchange of protected health information between them is only for treatment, payment, and health care operations.

5. SPECIAL INCIDENT REPORTING

Contractor shall provide written notification to County of any critical incidents and outcomes that may have occurred at their facility, County owned facility, or to the staff or clients under the Contractor's jurisdiction. Contractor shall verbally notify the County within 4 hours and prepare a Solano County Mental Health Serious Incident Report, attached as Exhibit D-4, in accordance with Solano County Health and Social Services, Mental Health Policy and Procedures within 24 hours of the incident. Contractor shall make all records relevant to the incident available to County in order for County to properly investigate the incident as required by the State Department of Health Care Services.

6. NATIONAL VOTER REGISTRATION

Contractor is required to conduct active voter registration activities if practical. Voter registration activities shall be conducted in accordance with Health and Social Services Department, Mental Health Policy Number 24.0, National Voters Registration Act of 1993. Contractor shall complete the Voter Registration Act (VRA) Certification Form attached as Exhibit D-5, indicating that voter registration activities are actively conducted.

EXHIBIT D-1

SOLANO COUNTY

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

Willow Glen Care Center

Contractor certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).
 2. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person's or organization's policy of maintaining a drug-free workplace;
 - (c) Any available counseling, rehabilitation and employee assistance programs; and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement; and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
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-

CERTIFICATION

I certify that I am duly authorized legally to bind the Contractor to the above-described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.



10/21/2020
06:41 PM EDT

Contractor Signature

Date

EXHIBIT D-2

CHILD ABUSE REPORTING REQUIREMENTS

Section 11166 of the Penal Code requires any child care custodian, medical practitioner, nonmedical practitioner, or employee of a child protective agency who has knowledge of, or observes a child in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects, has been the victim of a child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone, and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

I, the undersigned, have read and understand the requirements of Penal Code section 11166 and will comply with its provisions.

I agree to report to my immediate supervisor any suspected child abuse situations of which I am aware and will report directly to the Child Protective Services as necessary.

Signature:  

10/21/2020
06:41 PM EDT

Date: _____

EXHIBIT D-3

ADULT ABUSE REPORTING REQUIREMENTS

Welfare and Institutions Code section 15630 and following:

The undersigned, having read the statement below, signifies knowledge and understanding of its provisions:

Section 15630 of the Welfare and Institutions Code requires any care custodian, health practitioner, or employee of an adult protective services agency or a local law enforcement agency who has knowledge of, or observes a dependent adult, in his or her professional capacity or within the scope of his or her employment who he or she knows has been the victim of physical abuse, or who has injuries under circumstances which are consistent with abuse where the dependent adult's statements indicate, or in the case of a person with developmental disabilities, where his or her statements or other corroborating evidence indicates that abuse has occurred, to report the known or suspected instance of physical abuse to an adult protective services or a local law enforcement agency immediately or as soon as practically possible by telephone and to prepare and send a written report, thereof, within 36 hours of receiving the information concerning the incident.

"Care Custodian" means an administrator or an employee of any of the following public or private facilities:

- | | |
|---|---|
| 1. Health facility | 12. Licensing worker or evaluator |
| 2. Clinic | 13. Public assistance worker |
| 3. Home health agency | 14. Adult protective services agency |
| 4. Educational institution | 15. Patient's rights advocate |
| 5. Sheltered workshop | 16. Nursing home ombudsman |
| 6. Camp | 17. Legal guardian or conservator |
| 7. Respite care facility | 18. Skilled nursing facility |
| 8. Residential care institution
including foster homes and
group homes | 19. Intermediate care facility |
| 9. Community care facility | 20. Local Law enforcement agency |
| 10. Adult day care facility,
including adult day health
care facilities | 21. Any other person who provides
goods or services necessary to
avoid physical harm or mental
suffering and who performs duties |
| 11. Regional center for persons
with developmental disabilities | |

"Health Practitioner" means a physician, surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, marriage, family and child counselor or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code, any emergency medical technician I or II, paramedic, a person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code, or psychological assistant registered pursuant to Section 2913 of the Business and Professions Code, a marriage, family and child counselor trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code, a state or county public health employee who treats a dependent adult for any condition, a coroner, or a religious practitioner who diagnoses, examines, or treats dependent adults.

I certify that a full copy of Welfare and Institutions Code section 15630 and following has been provided to me, and I have read and understand the above statement and will comply with its provisions.

Signature:  

10/21/2020
06:41 PM EDT

Date: _____

EXHIBIT D-4

Name of Supervisor: _____ Initials of Supervisor: _____

Page 33 of 36

[illegible]

Serious Incident Report

Solano County Mental Health

Please complete this report in its entirety. This report can be completed electronically, but do not email this report.

Name:	Date of Birth:	Sex: M F
Address:	Phone #:	
	Diagnosis:	
Open Case: Yes No	If yes, Medical Record #:	
Closest Relative, Conservator, or Guardian's Name:	Address and Phone #:	

Clinic/Program Name:	Incident Location:	Date & Time of Incident:
Description of Incident (Include important facts – who, what, when, where, etc. If necessary use an additional sheet(s):		
Action(s) Taken:		
Publicity of Incident (attach news clippings if available):		
Name/Title of Reporting Staff:	Date and Time Submitted:	

Supervisor/Manager Comments & Action(s) Taken:
--

Reviewed by Supervisor (Signature/Date):	Review by Manager (Signature/Date):
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EXHIBIT D-5

NATIONAL VOTER REGISTRATION ACT (NVRA) OF 1993

Company/Organization Name

Willow Glen Care Center

SOLANO COUNTY MENTAL HEALTH PROGRAMS (SCMHP):

UNDER CONTRACT WITH Solano County Health and Social Services Department (Mental Health Services).

The contractor or grant recipient named above certifies compliance with the National Voter Registration Act (NVRA) of 1993 in matters relating to providing a voter registration services to any and all consumers who utilize mental health services in the County of Solano.

The above named contractor will:

1. Publish a statement notifying employees that they shall comply with the implementation of a voter registration services as defined in the Solano County Health and Social Services Policies and Procedures Manual,
2. Establish a Voter Registration Program as required by the Solano County Health and Social Services Department, Mental Health Services, and
3. Provide, as required by NVRA, information and data as requested by the Solano County Health and Social Services Department for compliance with the Department of Mental Health (DMH) Information Notices and Implementation audits.

CERTIFICATION

I, the official named below, certify that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date, in the county below, is made under penalty of perjury under the laws of the State of California.

Signature: _____



10/21/2020
06:41 PM EDT

Date: _____

The Master Agreement with Willow Glen Care Center for the term October 1, 2019 to June 30, 2021 can be accessed at the web page linked below, in addition to being on file with the Clerk of the Board.

[A - Link to Willow Glen Care Center Master Agreement #07158-20](#)



Solano County

675 Texas Street
Fairfield, California 94533
www.solanocounty.com

Agenda Submittal

Agenda #:	4	Status:	Consent Calendar
Type:	Resolution	Department:	Sheriff's Office
File #:	20-788	Contact:	Angelica Russell 784-7064
Agenda date:	11/10/2020	Final Action:	
Title:	Adopt a resolution and plaque of appreciation honoring Correctional Officer Mary Shortencarrier upon her retirement from the Sheriff's Office with over 33 years of dedicated public service to Solano County		
Governing body:	Board of Supervisors		
District:	District 4		
Attachments:	A - Resolution		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

The Sheriff recommends that the Board of Supervisors adopt a resolution and plaque of appreciation honoring Correctional Officer Mary Shortencarrier upon her retirement from the Sheriff's Office with over 33 years of dedicated public service to Solano County.

SUMMARY/DISCUSSION:

Mary Shortencarrier began her career with Solano County's Sheriff's Office as a Correctional Officer (Entry) on October 4, 1987; and on May 29, 1988, she was promoted to Correctional Officer, whereby she served until her retirement.

Correctional Officer Shortencarrier was a valued and respected member of the Sheriff's Office and will be greatly missed by her friends and co-workers. The resolution honors Mary Shortencarrier for over 33 years of service and commends her dedication and public service to Solano County. Correctional Officer Shortencarrier's official last date of employment with the Sheriff's Office was October 4, 2020.

FINANCIAL IMPACT:

The cost associated with preparing the agenda item is nominal and absorbed by the department's FY2020/21 Adopted Budget. The costs associated with preparation and purchase of the resolution materials and plaque are included in the Board's FY2020/21 Adopted Budget.

ALTERNATIVES:

The Board may elect not to adopt a resolution and plaque of appreciation; however, this is not recommended, as this is an opportunity to honor Correctional Officer Mary Shortencarrier for her years of public service to the

Sheriff's Office and the citizens of Solano County.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2020 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING CORRECTIONAL OFFICER MARY SHORTENCARRIER UPON HER RETIREMENT FROM THE SOLANO COUNTY SHERIFF'S OFFICE WITH OVER 33 YEARS OF PUBLIC SERVICE TO SOLANO COUNTY

WHEREAS, Mary Shortencarrier began her career with Solano County's Sheriff's Office as a Correctional Officer (Entry) on October 4, 1987; and on May 29, 1988 she was promoted to Correctional Officer, whereby she served until her retirement; and

WHEREAS, Correctional Officer Shortencarrier worked numerous positions within the Custody Division including, but not limited to, Tower Officer and Roving Officer, and in the female housing modules; and

WHEREAS, Correctional Officer Shortencarrier was nominated for Correctional Officer of the Year in 1998; and

WHEREAS, Correctional Officer Shortencarrier was known to be an asset to any team she was part of, she was known for her excellent attention to detail, effective communication skills, organization skills, her outstanding rapport with co-workers and inmates, but most of all as a positive role model for new officers; and

WHEREAS, Correctional Officer Shortencarrier was a highly respected and valued member of the Sheriff's Office and will be greatly missed by her friends and co-workers.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors hereby recognizes Mary Shortencarrier for her distinguished service to the citizens of Solano County and wishes her a long, healthy, and happy retirement.

Dated this 17th day of November 2020

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

ATTEST:
BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By: _____
Alicia Draves, Chief Deputy Clerk



Solano County

675 Texas Street
Fairfield, California 94533
www.solanocounty.com

Agenda Submittal

Agenda #:	5	Status:	Consent Calendar
Type:	Resolution	Department:	Sheriff's Office
File #:	20-680	Contact:	Angelica Russell 707-784-7064
Agenda date:	11/10/2020	Final Action:	
Title:	Adopt a resolution and plaque of appreciation honoring Deputy Sheriff Daryl Snedeker upon his retirement from the Sheriff's Office with over 23 years of dedicated public service to Solano County		
Governing body:	Board of Supervisors		
District:	District 4		
Attachments:	A - Resolution		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

The Sheriff recommends that the Board of Supervisors adopt a resolution and plaque of appreciation honoring Deputy Sheriff Daryl Snedeker upon his retirement from the Sheriff's Office with over 23 years of dedicated public service to Solano County.

SUMMARY/DISCUSSION:

Daryl Snedeker began his career with the Solano County Sheriff's Office as a Reserve Deputy Sheriff in 1997 and was hired as a full-time Deputy Sheriff in October 2000, whereby he served until his retirement.

Deputy Sheriff Snedeker was a respected and valued member of the Sheriff's Office and will be greatly missed by his friends and co-workers. The resolution honors Daryl Snedeker for over 23 years of service and commends his dedication and public service to Solano County. Deputy Sheriff Snedeker's official last date of employment with the Sheriff's Office was June 23, 2020.

FINANCIAL IMPACT:

The cost associated with preparing the agenda item is nominal and absorbed by the department's FY2020/21 Adopted Budget. The costs associated with preparation and purchase of the resolution materials and plaque are included in the Board's FY2020/21 Adopted Budget.

ALTERNATIVES:

The Board may elect not to adopt a resolution and plaque of appreciation; however, this is not recommended,

as this is an opportunity to honor Deputy Sheriff Daryl Snedeker for his years of public service to the Sheriff's Office and the citizens of Solano County.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2020-

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS HONORING DEPUTY SHERIFF DARYL SNEDEKER UPON HIS RETIREMENT FROM THE SOLANO COUNTY SHERIFF'S OFFICE WITH OVER 23 YEARS OF DEDICATED SERVICE TO SOLANO COUNTY

WHEREAS, Daryl Snedeker began his career with the Solano County Sheriff's Office as a Reserve Deputy Sheriff in 1997, and was hired as a full-time Deputy Sheriff in October 2000, whereby he served until his retirement; and

WHEREAS, Deputy Sheriff Snedeker served in many positions within the Field Operations Division including, but not limited to, Patrol Deputy, Community-Oriented Policing and Problem-Solving Deputy, Court Security Bailiff, and Public Information Officer; and

WHEREAS, Deputy Sheriff Snedeker spent time as a Patrol Field Training Officer, mentoring and training numerous deputy sheriffs; and

WHEREAS, Deputy Sheriff Snedeker served as a member of the Sheriff's Mobile Field Force for 8 years and on the Sheriff's Enforcement Team conducting compliance checks on post-release community supervision offenders; and

WHEREAS, Deputy Sheriff Snedeker was a valued and respected member of the Sheriff's Office; and his service, expertise, and knowledge will be greatly missed by his friends and co-workers.

NOW, THEREFORE, BE IT RESOLVED, that the Solano County Board of Supervisors hereby recognizes Daryl Snedeker for his distinguished service to the citizens of Solano County and wishes him a long, healthy, and happy retirement.

Dated this 10th day of November 2020

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

ATTEST:
BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By: _____
Alicia Draves, Chief Deputy Clerk



Solano County

675 Texas Street
Fairfield, California 94533
www.solanocounty.com

Agenda Submittal

Agenda #:	6	Status:	Consent Calendar
Type:	Resolution	Department:	Sheriff's Office
File #:	20-783	Contact:	Angelica Russell 784-7064
Agenda date:	11/10/2020	Final Action:	
Title:	Adopt a resolution recognizing November 10, 2020 as Law Enforcement Records and Support Personnel Day in Solano County		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ____ No X
Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

The Sheriff, the District Attorney, and the Chief Probation Officer recommend the Board of Supervisors adopt a resolution recognizing November 10, 2020 as Law Enforcement Records and Support Personnel Day in Solano County.

SUMMARY:

In recognition of the contributions of law enforcement records clerks and other support staff to the California justice system, the California Law Enforcement Association of Records Supervisors (CLEARS) has designated November 10, 2020, as Law Enforcement Records and Support Personnel Day. This day has been set aside to honor the many records clerks who help law enforcement agencies identify, pursue, capture, and process suspected law breakers. The Sheriff's Office, the District Attorney's Office and the Probation Department recognize the need to raise public awareness about the services and functions of record clerks and therefore wish to participate in the upcoming Law Enforcement Records and Support Personnel Day.

FINANCIAL IMPACT:

The costs associated with preparing this agenda item are included in the Department's FY2020/21 Adopted Budget. There is no additional impact to the County General Fund.

DISCUSSION:

When most people think of law enforcement, the image of a police officer or deputy comes to mind. What most may not realize is that there are whole teams of dedicated, hard-working professionals behind the scenes working to support their agencies in a number of ways. Every action an officer makes, from a field interview to a crime report or arrest, generates some record of data. Even with the increase in paperless

technologies, most agencies still need assistance with data entry, filing and records management. Law enforcement agencies across the State of California rely every day on the hard work and dedication of their law enforcement records and support personnel to accomplish daily tasks supporting the agency's mission and operations. The Solano County records teams process tens of thousands of reports, citations, court orders, restraining orders, civil actions, court documents, subpoenas, discovery requests, transcript redactions, and warrants each year.

Records and support personnel are skilled professionals whose training and expertise contributes daily to their department's ability to serve the public, employees, the courts, allied agencies and the District Attorney's Office. For over 45 years, CLEARs has trained records professionals in the technical and legal aspects of law enforcement records. CLEARs is a professional organization with members from more than 500 law enforcement and other criminal justice agencies within California including Police, Sheriff, District Attorney, Probation, State universities and colleges, and other agencies. Over the years, California governors such as Governors Deukmejian, Wilson, and Davis introduced this day as a way to acknowledge the important contributions made by records and support personnel to our legal system and public safety.

Currently, Solano County records teams include a Forensic and Records Services Manager, a Clerical Operations Manager, Office Supervisors, Clerical Operations Supervisors, Legal Procedures Clerks, Investigative Assistants, Process Servers, Legal Secretaries and Office Assistants. These employees are worthy of recognition for their valuable and essential contributions.

Unfortunately, due to COVID-19, there will be no annual Solano County Law Enforcement Records and Support Staff Luncheon; however, it is still important to acknowledge and thank law enforcement records and support personnel for their dedication, commitment, and professionalism.

ALTERNATIVES:

The Board could choose not to adopt the resolution; however, this alternative is not recommended as this week is an opportunity to recognize the hard work and dedication of the records and support personnel.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS
RECOGNIZING THE WEEK OF NOVEMBER 10, 2020 AS
LAW ENFORCEMENT RECORDS AND SUPPORT PERSONNEL DAY IN
SOLANO COUNTY**

WHEREAS, law enforcement agencies throughout the State depend upon law enforcement records and support personnel to provide them with vital services; and

WHEREAS, law enforcement records and support personnel are crucial to helping law enforcement agencies identify, pursue, capture and process suspected law breakers; and

WHEREAS, these professionals continually use their expertise and experience to assist in tracking felons, maintaining criminal statistics and improving apprehension strategies whereby, through their efforts, criminals are booked, fingerprinted, prosecuted, and incarcerated in an efficient and safe manner; and

WHEREAS, these professionals' daily responsibilities include processing crime and accident reports, warrants, court orders, restraining orders, traffic and parking citations, civil actions, court documents, subpoenas, discovery requests, and transcript redactions; perform pre-employment criminal history checks for the Sheriff's Office and allied agencies; maintain criminal offender records; and are responsible for the release of information to the public; and

WHEREAS, these professionals provide exceptional service to customers, employees, their community, the courts, and to the District Attorney's Office; and

WHEREAS, it is important to recognize Solano County's law enforcement records and support personnel for their valuable contributions to our law enforcement and the community; and

WHEREAS, Solano County and the local law enforcement agencies will be unable to celebrate all records and support personnel during an annual appreciation luncheon, the agencies will recognize their teams individually.

NOW, THEREFORE, BE IT RESOLVED, that the Solano County Board of Supervisors recognizes November 10, 2020 as Law Enforcement Records and Support Personnel Day in Solano County.

Dated this 10th day of November, 2020

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

ATTEST:
BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By: _____
Alicia Draves, Chief Deputy Clerk



Solano County

675 Texas Street
Fairfield, California 94533
www.solanocounty.com

Agenda Submittal

Agenda #:	7	Status:	Consent Calendar
Type:	Ordinance	Department:	Resource Management
File #:	20-808	Contact:	Bill Emlen 784-6062
Agenda date:	11/10/2020	Final Action:	
Title:	Adopt ordinance adding Article II to Chapter 2.2 of the Solano County Code regulating hemp cultivation and processing in unincorporated Solano County including provisions requiring a permit and establishing permit requirements, defined geographical areas where hemp cultivation permits may be requested, required legal findings to approve a hemp cultivation permit, security and testing requirements and enforcement procedures		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Staff Report October 27, 2020 BOS Meeting, B - Links to Board of Supervisors Minutes for Hemp, C - Proposed Hemp Ordinance Boundary with title October 20 2020, D - September 16 2020 Minutes of Hemp Community Mtg, E - Ordinance		

Date:	Ver.	Action By:	Action:	Result:
Published Notice Required?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Public Hearing Required?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

DEPARTMENTAL RECOMMENDATION:

The Department of Resource Management recommends that the Board of Supervisors adopt an ordinance adding Article II to Chapter 2.2 of the Solano County Code regulating hemp cultivation and processing in unincorporated Solano County including provisions requiring a permit and establishing permit requirements, defined geographical areas where hemp cultivation permits may be requested, required legal findings to approve a hemp cultivation permit, security and testing requirements and enforcement procedures.

SUMMARY/DISCUSSION:

The proposed ordinance amending Chapter 2.2 of the Solano County Code to establish hemp cultivation regulations was introduced at the regular meeting of the Board of Supervisors on October 27, 2020 and was approved by a vote of 5-0. The ordinance is now before the Board for a second reading and adoption. The proposed ordinance was developed to address issues that emerged with hemp cultivation and processing during the 2019 growing season. 2019 was the first year that industrial hemp was planted in Solano County following State and Federal actions to remove hemp from the Schedule 1 Controlled Substance list in 2018. On November 5, 2019, approximately 10 individuals residing in the vicinity of active Hemp fields generally located west of Highway 113 in the Hawkins Road vicinity provided public comments to the Board describing a variety of impacts associated with these fields. Personnel from the Sheriff's office confirmed impacts that had been identified.

In response to the identified issues, the Board adopted an Interim Urgency Ordinance for 45 days establishing a moratorium on the cultivation and processing of industrial hemp. The Board subsequently approved a 10 month 15 day extension to the Interim Urgency Ordinance on December 10, 2020. On February 25, 2020, the

Board heard an update on the County's analysis of hemp regulatory options. As part of that discussion the Board agreed to form a Task Force led by Supervisors Thomson and Vasquez to evaluate hemp regulatory options and work with staff in developing a draft ordinance for consideration by the Board. The Task Force, which consisted of representatives from several County Departments, a representative from the hemp growers group, and a representative of the citizen group who first raised this issue at the Board, met on several occasions from April through September. They considered various regulatory options and received technical information from Agriculture Department staff on the various forms of Hemp and how it is grown and harvested. Over the course of their meetings the Task Force provided guidance on various ordinance options that ultimately resulted in the subject ordinance which was introduced for first reading by the Board on October 27, 2020. Minutes from prior Board discussions on hemp are attached for reference.

If adopted, the ordinance will become effective 30 days later, on December 10, 2020. The moratorium on hemp cultivation will terminate that same day. More details on the Ordinance are contained in the attached October 27, 2020 staff report.

FINANCIAL IMPACT:

Costs to prepare this report and analysis of the Hemp issue are absorbed by the Resource Management, Agriculture Department and County Counsel budgets. Should the Board adopt the ordinance, fee schedules will be updated to include fees to recover costs associated with processing Hemp Cultivation Permits and ongoing monitoring of permit activities and enforcement actions if necessary.

ALTERNATIVES:

The Board could choose not to take action on the second reading of the Hemp Cultivation Ordinance. Such action is not recommended as the ordinance reflects the culmination of Task Force recommendations and staff research on effective ways to regulate Hemp cultivation in the County. If the Board does not take action, the Interim Urgency Ordinance extension on the cultivation of Hemp would remain in effect until November of 2021.

OTHER AGENCY INVOLVEMENT:

The County Counsel's Office and the Sheriff's Department were both consulted in preparation of this report.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Agenda Submittal

Agenda #: 26 **Status:** Regular Calendar
Type: Ordinance **Department:** Resource Management
File #: 20-772 **Contact:** Bill Emlen X 3002
Agenda date: 10/27/2020 **Final action:**
Title: Consider introducing and receiving public comment on a proposed ordinance establishing regulations on the cultivation and processing of Industrial Hemp in unincorporated Solano County including provisions addressing permits and permit processing, defined geographic areas within the unincorporated area where Hemp Cultivation Permits may be requested, legal findings to approve a Hemp Cultivation Permit, security requirements, testing requirements and enforcement procedures
Governing body: Board of Supervisors
District:
Attachments: 1. A - Links to Board of Supervisors Minutes for Hemp, 2. B - Proposed Hemp Ordinance Boundary with title October 20, 2020, 3. C - September 16, 2020 Minutes of Hemp Community Mtg., 4. D - Hemp Ordinance

Date	Ver.	Action By	Action	Result
10/27/2020	1	Board of Supervisors		

Published Notice Required? Yes ☐ No ☒
Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

The Agriculture Department and the Department of Resource Management recommends that the Board:

1. Read the proposed ordinance by title only and waive further reading by majority vote; and
2. Receive public comment on the proposed ordinance; and
3. Introduce for first reading the proposed ordinance establishing regulations on the cultivation and processing of Industrial Hemp in unincorporated Solano County including provisions addressing permits and permit processing, defined geographic areas within the unincorporated area where Hemp Permits may be requested, legal findings to approve a Hemp Cultivation Permit, security requirements, testing requirements and enforcement procedures.

SUMMARY:

The proposed ordinance was developed to address issues that emerged with Hemp cultivation and processing during the 2019 growing season. 2019 was the first year that Industrial Hemp was planted in Solano County following State and Federal actions to remove Hemp from the Controlled Substance list in 2018. On November 5, 2019 approximately 10 individuals residing in the vicinity of active Hemp fields generally located west of Highway 113 in the Hawkins Road vicinity provided public comments to the Board describing a variety of impacts associated with these fields. Personnel from the Sheriff's office confirmed impacts that had been identified. Responding to the identified issues, the Board adopted an Interim Urgency Ordinance for 45 days establishing a moratorium on the cultivation and processing of Industrial Hemp. The Board subsequently approved a 10 month 15 day extension to the Interim Urgency Ordinance on December

10, 2010 after conducting a public hearing. Also on this agenda is a proposed 1 year extension of the Interim Urgency Ordinance which would remain in effect until a permanent ordinance becomes effective or it is allowed to lapse. Minutes from prior Board discussions on Hemp are attached for reference.

On February 25, 2020 the Board heard an update on the County's analysis of hemp regulatory options. As part of that discussion the Board agreed to form a Task Force led by Supervisors Thomson and Vasquez to evaluate Hemp regulatory options and work with staff in developing a draft ordinance for consideration by the Board. The Task Force, which consisted of representatives from several County Departments, a representative from the Hemp growers group, and a representative of the citizen group who first raised this issue at the Board, met on several occasions from April through September. They considered various regulatory options and received technical information from Agriculture Department staff on the various forms of Hemp and how it is grown and harvested. Over the course of their meetings the Task Force provided guidance on various ordinance options that ultimately resulted in the draft ordinance now before the Board for consideration and possible action.

FINANCIAL IMPACT:

Costs to prepare this report and the analysis of the Hemp issue are absorbed by the Resource Management, Agriculture Department and County Counsel budgets. Should the Board adopt the proposed ordinance, fee schedules will be updated to recover costs for processing Hemp Cultivation Permits and ongoing monitoring of permit activities. The ordinance also requires security deposits and other cost recovery provisions to address cases where permit compliance issues are identified and clean-up/enforcement actions are required.

DISCUSSION:

When the issues regarding hemp cultivation and processing emerged in fall of 2019, it became clear that the agricultural permitting processes normally utilized for other agricultural crops were not going to be sufficient to address the problems that were being experienced in the field and the impacts being felt by neighbors in the vicinity. The Interim Urgency Ordinance adopted by the Board has provided time for the County to study the issue and gain input from various stakeholders, including residents and growers, which has provided insights on the framework for a permanent ordinance and the types of provisions that should be contained therein.

Based on Board direction and comments from the three prior meetings where this issue was discussed, staff, which consisted primarily of representatives from the Agriculture Department, Resource Management, the County Counsel's office and the Sheriff's Department, considered options that ranged from a complete ban on Hemp cultivation, an added non-discretionary permit process with more defined standards to a blended discretionary process similar to a use permit with added standards and locational requirements. As discussions continued, the latter approach became the focus with refinement in such areas such as geographic areas where Hemp Cultivation Permits would be considered, the type of legal findings that would have to be made to approve a Hemp Cultivation Permit, the type of standards that would be applied, the terms of permits, security requirements and special enforcement provisions.

On September 27, 2020 the County conducted a meeting (see attached meeting summary) at the Elmira Fire Station attended by many of the residents who had expressed concerns with Hemp cultivation at the Board meetings in late 2019 and early 2020. A representative of the Farm Bureau was also in attendance. During the meeting the ordinance concept was presented to the group. Input ranged from a preference to banning Hemp cultivation entirely, limiting the area where hemp cultivation might be permitted even further, concerns over enforcement, more details on security requirements, questions on the effectiveness of testing to ensure THC levels weren't exceeded, odor issues, and lack of support for a concept that would allow for a non-discretionary process for Hemp cultivation that is contained within a fully enclosed building.

The final draft ordinance reflects guidance received from the Task Force, public comments received at the

September 27 community meeting and other settings and research on best practices used in other jurisdictions. Provided below is a summary of key provisions of the proposed ordinance.

Hemp Cultivation Permit

Said permit would be discretionary subject to approval of the Director of Resource Management or his/her designee and includes a public notice and public hearing. Any appeal of the Director's decision would be heard by the Board of Supervisors. As noted above, there was some consideration by the Task Force of a lesser permit with no public hearing for Hemp cultivation within a fully enclosed building. There was strong input from the public favoring a public hearing process and the opportunity to be heard even for cultivation of Hemp indoors. In response, and for simplicity sake, the current draft of the ordinance requires the same Hemp Cultivation Permit process regardless if cultivation is indoors or outdoors.

Terms of Hemp Cultivation Permits would be yearly but can be extended year to year at an administrative level by the Director of Resource Management. Focus of annual review would be permit compliance and any complaints that may have been received during the growing season.

Geographic Area where Hemp Cultivation Permits May Be Requested/Setback From Residence

This issue involved several considerations. It was clear when the Board heard public comments in November and December of 2019 that proximity of even very low density residential areas can create compatibility issues. In an effort to mitigate impacts of this agricultural activity with other uses in the vicinity, this ordinance limits cultivation to less densely populated areas, specifically in the far eastern portion of the County. Evaluation factored in the location of known Hemp cultivation properties from 2019. It was clear from resident testimony that cultivation in the vicinity of residents in the Clark Road area was problematic at several levels, some that might be overcome with better security standards and setbacks but others that probably were best addressed by limiting Hemp cultivation to more sparsely populated areas. The end result in the current proposal is to limit areas eligible to file a Hemp Cultivation Permit to an area bounded by Midway Road on the north, an east/west line 3 miles north of highway 12 on the south, a north/south line 1 mile west of highway 113 on the west and the easterly County line on the east. This area contains approximately 60,205 acres (See attached map). One of the 2019 Hemp Cultivation sites (New Boy Farms) for which the County did not receive complaints is within this area. The 2019 cultivation sites in the vicinity of Clark Road are not within this area nor is the site that was located in the vicinity of Old Davis Road.

In addition to the geographic limits the proposed ordinance contains a 2500 feet setback requirement from off-site residences to the closest edge of a Hemp cultivation site under separate ownership.

Legal Findings to Approve a Hemp Cultivation Permit

Two key legal findings are required for the Director of Resource Management or designee to approve a Hemp Cultivation Permit. The first requires that it be determined that the proposed site and use not constitute a nuisance or be detrimental to the public health, safety or welfare of residents or property in the vicinity of a site where a Hemp Cultivation Permit is requested. The other is that an adequate security plan has been submitted and reviewed by the Sheriff's Department and it has been demonstrated that odors will not significantly impact residents in the vicinity. On an appeal, the Board would evaluate a permit based on these same findings.

Harvesting & Processing

The Ordinance contains provisions requiring that storage and processing of a Hemp crop must be conducted indoors or in a greenhouse. Harvested crop may not remain outdoors on a cultivation site beyond the day harvest occurs. The provisions are intended to address concerns from residents of nuisance and criminal activity that has been experienced when a crop is stored or processed outdoors. The draft ordinance

prohibits processing with volatile solvents.

Security Plan Requirement

The ordinance contains provisions requiring submittal of a Hemp Cultivation Permit for review by the Solano County Sheriff's Department. It is expected plans would include physical and operation measures to deter theft and prevent other potential criminal activity. The adequacy of a security plan is a key measure to be used in determining if a Hemp Cultivation Permit may be approved.

Enforcement

Enforcement includes two different process: one under State laws and regulations for violations of maximum THC level and the second under the Ordinance for violations specific to the Ordinance. Hemp that exceeds the maximum amount of THC allowed by State law (.3%) but does not exceed one percent, must be tested again. Hemp that exceeds one percent concentration of THC on an initial test, or hemp that still exceeds .3% on the second test, must begin to be destroyed within 48 hours, with complete destruction in seven days.

For violations other than THC limit, the Ordinance contains enforcement provisions specific to hemp. Upon discovery of a violation, the process requires the County issue a notice of violation with the corrective action required and a deadline for compliance. The deadline for compliance will depend on the nature of the violation but can be shortened for more egregious issues. Failure to comply by the deadline will trigger a permit revocation process. Although due process requires an appeal right for both a notice of violation and a permit revocation, the process is as streamlined as possible to facilitate quick resolution. Alternatively, violation of the ordinance constitutes a misdemeanor, punishable by a fine not exceeding \$1,000 or by imprisonment in the county jail not exceeding six months, or by both such fine and imprisonment.

Costs

The Ordinance is written for full cost recovery, which was a priority expressed by the community. As mentioned in the Financial Impact section, the County's fee schedules will be updated to recover costs for processing Hemp Cultivation Permits and ongoing monitoring. Applicants for a Hemp Cultivation Permit must submit a bond or cash in an amount sufficient to cover all costs and expenses likely to be incurred by the County in the implementation and enforcement of the ordinance, to the extent such costs exceed the fees collected. The owner of the property on which hemp will be cultivated, if different than the applicant, must provide a notarized written consent granting permission to engage in Hemp Cultivation on the property and will be liable for all violations of the Ordinance and applicable laws with respect to Hemp use on the property.

ALTERNATIVES:

The Board could choose to not adopt the proposed ordinance. Such action is not recommended as the draft ordinance reflects recommendation the Task Force and addresses the myriad of issues that emerged the first year that hemp was permitted in 2019.

The Board could send the proposed ordinance back to staff and the Task Force for further study and revision. If the Board were to take such action, it will be important to take action on the one year extension to the urgency ordinance to ensure that that no further hemp cultivation activity occurs in the unincorporated area of the County until permanent ordinance provisions are in place.

OTHER AGENCY INVOLVEMENT:

The County Counsel's Office and the Sheriff's Department were both consulted in preparation of this report,

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Link to November 5, 2019 minutes

https://solano.granicus.com/DocumentViewer.php?file=solano_5adc2b5b24d284c45ba449579a21d828.pdf&view=1

Link to December 10, 2019 minutes

https://solano.granicus.com/DocumentViewer.php?file=solano_825634effc17a7d25a35d1a7ab18ed60.pdf&view=1

Link to February 25, 2020 minutes

https://solano.granicus.com/DocumentViewer.php?file=solano_e936f16ca1cd99dc1222cc5d5b173a26.pdf&view=1

Area Eligible for Hemp Cultivation Permits

Legend:

- Proposed Hemp Ordinance Boundary (Purple shaded area)
- City Boundaries (Black outline)
- County Boundary (Thick black outline)
- Parcel Boundaries (Thin black outline)

Map Labels:

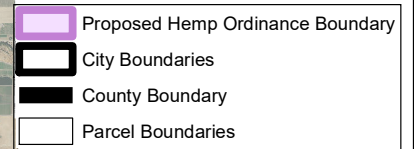
Cities: Dixon, Vacaville, Fairfield, Suisun City, Rio Vista

Roads: Putah Creek Rd, Railroad St, Putah Creek Rd, Stevenson Bridge Rd, Pedrick Rd, Kiawell Rd, Tremont Rd, Sievers Rd, Spaulding Ln, Mace Blvd, Hyde Rd, County Road 104, Levee Rd, Bulley Rd, Dixon Ave W, W A St, Pitt School Rd, W H St, W F St, Dixon Ave E, Midway Rd, Cantelow Rd, Vaca Valley Pkwy, Browns Valley Rd, Gibson Canyon Rd, N Tree Pkwy, Yellowstone Dr, N Meridian Rd, Weber Rd, Lewis Rd, Hawkins Rd, Rio Dixon Rd, Binghamton Rd, King Rd, Swan Rd, Liberty Island Rd, Bunker Station Rd, Alamo Dr, Fry Rd, Meridian Rd, McCrory Rd, N Gates Rd, Travis Ave, Rio Vista Rd, Shiloh Rd, Collingsville Rd, Birds Landing Rd, Montezuma Hills Rd, S 2nd St, Main St, River Rd, Hillside Ter.

Highways: 505, 80, 113, 12, 84

Scale: 0, 1.25, 2.5, 5 Miles

North Arrow: NORTH



Dixon

Vacaville

Fairfield

Suisun City

Rio Vista

84

113

12





SUMMARY OF HEMP COMMUNITY MEETING

SEPTEMBER 16, 2020 @ 6:00 p.m.

ELMIRA FIRE STATION

STAFF PRESENT:

Bill Emlen, Assistant County Administrator
Ed King, Agricultural Commissioner
John Vasquez, Supervisor
Skip Thomson, Supervisor
Carrie Scarlata, Assistant County Counsel
Allan Calder, Planning Manager
Jamielynn Harrison, Administrative Secretary

Assistant County Administrator Bill Emlen opened the meeting to discuss the urgency order and draft ordinance regarding hemp grow sites in Solano County. A brief history was provided regarding the county actions of cannabis grown in the area and the recent laws changing the cultivation of hemp.

Agricultural Commissioner Ed King spoke regarding the recent state legislation and the qualifications for cultivating industrial hemp.

Staff explained that State regulations are still in the process of being developed. However, there are two enhancements which are being implemented:

- 1) Growers must clear a criminal background check. They cannot have a felony conviction or substance issues; and
- 2) Growers will be required to collect a certain number of samples from their harvest.

The meeting opened for public discussion.

Mr. Manuel Maciel asked about the required security plan and stated that there were problems with "thugs" that were hired as "security" at one location.

Ms. Rosie Enriquez suggested that the security plan be part of the ordinance. She also stated that she spoke with the “security” at that same location and commented that those were the type of people she took to jail.

Mr. Emlen indicated that ordinance includes a required security plan wherein the applicants work with the Sheriff’s Office to meet the requirement.

Lewis Derfuss stated that the fumes from the cannabis grow permeate the air and the lights from the nearby grow were on continuously. He also wanted to know who would be paying for law enforcement to monitor the sites.

Ms. Enriquez asked about the outside ban versus the ordinance. Mr. Maciel asked if the ordinance will include cannabis or hemp or both. It was clarified that the ordinance will only cover industrial hemp. The County has separate ordinances addressing Cannabis.

Mr. Derfuss wanted to know what is the difference between cannabis and hemp? There was discussion of the difference.

Mr. Maciel wanted the Ag Commissioner to address the hemp market issue.

The Commissioner indicated that the processing infrastructure was not ready for the massive harvest. Since the county implemented a moratorium, it has slowed the process overall.

Jason Coleman asked if law enforcement had provided an example of the security plan? The Commissioner replied that all three growers provided a security plan.

Carol Maciel asked if input was sought from law enforcement when drafting the ordinance?

County Counsel Carrie Scarlotta stated that an applicant is required to submit a security plan which must be approved by the Sheriff’s Office. There are certain minimum thresholds, but the applicants surpassed the thresholds.

Ms. Enriquez stated that she was a victim of “one of those robust plans with thugs from LA off of Craig’s List” as the security personnel.

County Counsel indicated that the team was in place before there was a security demand from the county. Ms. Enriquez indicated that it did not change from the day of inception to the day of harvest.

Mr. Emlen stated that at the time, the county did not have an ordinance in place. He noted that the draft ordinance includes a discretionary process with leverage to address issues that have been identified.

Ms. Fawl asked about fees and indicated that she did not see any fees that would be compensatory to the level of weight on the Sheriff’s Office. She lives in a rural residential area where high-speed chases end on her street. What is the impact to the community? She stated that there are six deputies, which at any given time, all the deputies could be at an incident and unable to respond to her call.

County Counsel stated that the draft ordinance provides for recovery of actual costs to regulating (unintelligible)

Ms. Enriquez inquired about the fees deducted for code enforcement and bond consideration. County Counsel indicated that the bond was relevant to size of the grow and estimated per permit at § 7, page 6.

Ms. Enriquez asked if there would be a cost analysis at the time of issuance in order to protect the citizens. She also said there were 1,177 calls to the sheriff last year regarding criminal activity.

Ms. Fawl stated that a full-time sheriff should be designated to this subject. Supervisor Vasquez said that the Sheriff will justify the need and/or impact. Mr. Derfuss said that there is no benefit to the county. Are the growers being taxed? Supervisor Vasquez stated no more than any other ag property. Ms. Enriquez inquired about the orchard tax

Mr. Emlen gave a brief history on the process of drafting the preliminary ordinance. He noted the defined geographic area shown on the display map where Hemp Cultivation Permits could be requested. There are also maps showing the sphere of influence to the cities within one mile, three miles and five miles. Also noted was a provision that the grow cannot be closer than 2500 ft. from an off-sight occupied residence. Supervisor Vasquez indicated that residence could still find this too close to the boundary and could be addressed through the discretionary process..

Mr. Emlen said that discretionary means it is a process similar to filing a use permit. It is also an appealable action to the Board of Supervisors. County Counsel talked about the process of taking action in regard to violations. There will be a certain time to act and if they do not comply, the permit can be revoked. Ms. Enriquez asked how much time? County Counsel indicated that it could take months.

Mr. Enriquez asked how many code compliance officers will be employed. Mr. Emlen indicated 2 ½. Ms. Enriquez asked if that was for the entire county? This was confirmed.

Mr. Derfuss stated that the signage would draw crime. County Counsel indicated the intent was to clearly indicate the crop was Hemp and not Cannabis.

Mr. Derfuss spoke about the cannabis in an enclosed structure and the regulations. County Counsel indicated that the grow house is not permitted as a green house. There was continued discussion of inside growing.

Greg House indicated that he is opposed to any relaxation of the permit process rules and asked how much authority is given to the Sheriff's Office. Mr. Emlen stated that it was a collaborative effort.

Supervisor Vasquez stated that background checks are solely for the applicant at this time. There was also discussion regarding background checks as part of the security plans for all participants who are hired.

There was concern regarding illegal growing and the possible language in the ordinance that would provide access to those properties if they are growing illegally. Jim Currie spoke about submitting samples and harvest inspections. The county sample process is pre-harvest.

There was discussion of lab integrity. It was noted that the DEA labs for testing the hemp samples are not in Northern California. The county has a list of labs available. It was asked that the testing process can be incorporated into the ordinance.

Ms. Enriquez mentioned that there has been a problem enforcing parking in the area. The code enforcement officers are unable to enforce the rules. There was continued discussion.

It was also mentioned that there should be a growing moratorium. It was asked why the urgency for the ordinance if there are no grow sites. It was explained that the county is being proactive so there is no lapse

Mr. House indicated that there was not sufficient notice to the community for the meeting and suggested more advance notice.

There was continued discussion regarding harvesting time; early June to Thanksgiving. After the harvest is complete, there are stems and hazardous materials left in the field. When it rains, the stench from the biproduct is prevalent and overwhelming. Also, the residual materials of honey oil are also a concern. It was suggested that there should be a destruction plan. County Counsel said the extraction is part of the processing along with a site restoration plan. The plan can also be more detailed as desired.

There was continued discussion of what the types of flowers are allowed, how the testing will work with flowering plants and the process of the sample testing.

Adjourned.

ORDINANCE NO. ____

**AN ORDINANCE OF THE SOLANO COUNTY BOARD OF SUPERVISORS
REGULATING THE CULTIVATION OF INDUSTRIAL HEMP**

The Board of Supervisors for the County of Solano, State of California, ordains as follows:

SECTION 1. Findings

A. In December 2018, the federal Agricultural Improvement Act of 2018 (“Act”), otherwise known as the “2018 Farm Bill”, was signed into law. The Act removes cannabis having a THC content of .3 percent or less, otherwise referred to as hemp, from the list of prohibited Schedule I drugs under the federal Controlled Substances Act.

B. The Act allows the legal cultivation of hemp subject to an approved state regulatory scheme and local control. To that end, the State of California enacted the California Industrial Hemp Law as codified under section 81000 et seq. of the California Food and Agriculture Code.

C. Division 24 (§§ 81000-81015) of the Food and Agricultural Code addresses the growing and cultivation of hemp in California. Under the Food and Agricultural Code, any commercial grower or seed breeder of industrial hemp must register with the county agricultural commissioner prior to cultivation.

D. In 2019, the Solano County Agricultural Commissioner registered several commercial growers within the unincorporated area of Solano County.

E. Leading up to and during the harvest season, the Solano County Sheriff received numerous reports of nuisance activities, and possible criminal activities, occurring at or near hemp fields. These reported activities include attempted or actual theft of crop as well as actions by growers or their security personnel attempting to protect their crop from theft in a manner that cause nuisance or risk of harm to persons on neighboring properties.

F. The events that occurred during the 2019 harvest season demonstrate that hemp has a potential for theft unlike any other commercial agricultural commodity, and growers have responded to this potential for theft by employing extraordinary security practices. It is these actions of thieves and potential thieves, and the countermeasures taken by growers and their security personnel, that pose a risk to the community and are a public nuisance.

SECTION 2 Chapter 2.2 of the Solano County Code is amended to add Article II to read as follows:

ARTICLE II. CULTIVATION OF INDUSTRIAL HEMP

2.2-100	Purpose
2.2-110	Authority
2.2-120	Definitions
2.2-130	Limited areas for Hemp Cultivation
2.2-140	Hemp Cultivation Permit
2.2-150	Terms and conditions of Hemp Cultivation Permits
2.2-160	Permit expiration; renewal
2.2-170	Hemp transportation
2.2-180	Destruction of non-compliant crops
2.2-190	Violations
2.2-200	Enforcement
2.2-210	Limitation on County's liability

2.2-100 Purpose

It is the purpose and intent of this Ordinance to add Article II to Chapter 2.2 of the Solano County Code to impose reasonable regulations to protect the County's residents, neighborhoods, businesses and the environment from disproportionately negative impacts caused by cultivation of hemp and enforce rules and regulations consistent with state law. It is further the purpose and intent of this Ordinance to require all persons seeking to cultivate hemp in the unincorporated area of the County to obtain a permit. Nothing in this Ordinance is intended to authorize the cultivation of hemp for purposes that violate state or federal law. The provisions of this Article are in addition to any other permits, licenses, and approvals that may be required to cultivate hemp in the County, including the requirement to register with the Agricultural Commissioner pursuant to section 81003, 81004, or 81004.5 of the California Food and Agricultural Code.

2.2-110 Authority

The Board of Supervisors for the County of Solano enacts this Article under the authority granted to the County by Article XI, Section 7 of the California Constitution, Government Code Section 25845, California Food and Agricultural Code sections 81000 et. seq., and the federal Agricultural Improvement Act of 2018.

2.2-120 Definitions

For the purposes of this Article, the following definitions shall apply, unless the context clearly indicates otherwise. Any reference to California statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision. If a word is not defined in this Article, the common and ordinary meaning of the word shall apply.

A. **"Applicant"** is a Person applying for an initial or renewal Hemp Cultivation Permit under this Article.

B. **“Cultivation”** means any activity involving the propagation, planting, growing, or harvesting of hemp, including activities carried out by hemp breeders or by Established Agricultural Research Institutions for research or educational purposes. “Cultivation” also means the processing of harvested hemp, including drying, grading, trimming, extraction of plant components, or packaging for transport, when conducted on the same property where the Hemp was grown.

C. **“Enforcing officer”** means the Solano County Administrative Officer, Resource Management Director, Sheriff, or Agricultural Commissioner, or their authorized deputy(ies) or designee(s), or any person employed by the County of Solano and appointed to the position of Code Enforcement Officer, each of whom is independently authorized to enforce this Article.

D. **“Established Agricultural Research Institution”** has the same meaning as in Section 81000 of the California Food and Agriculture Code.

E. **“Extraction”** means a process by which cannabinoids are separated from Hemp plant material through chemical or physical means.

F. **“Greenhouse”** means a structure or thermally isolated area of a building that maintains a specialized sunlit environment used for and essential to the cultivation, protection, or maintenance of plants.

G. **“Hemp”** or **“Industrial hemp”** has the same meaning as in Section 81000 of the Food and Agricultural Code. That section defines industrial hemp as “an agricultural product, whether growing or not, that is limited to types of the plant *Cannabis sativa* L. and any part of that plant, including the seeds of the plant and all derivatives, extracts, the resin extracted from any part of the plant, cannabinoids, isomers, acids, salts, and salts of isomers, with a delta-9 tetrahydrocannabinol concentration of no more than 0.3 percent on a dry weight basis.”

H. **“Hemp Cultivation Permit”** means the permit established pursuant to this Article, which is required to engage in a Hemp Cultivation in the unincorporated area of Solano County.

I. **“Hoop house”** means a shade cloth structure that is readily removable and temporary in nature, without any equipment or utilities. The ends may be covered or left open and the material covering the structural members is readily removable and is typically removed and re-affixed frequently.

J. **“Indoor”** means within a fully enclosed and secure structure that complies with the California Building Code (CBC), as adopted by the County of Solano, that has a complete roof enclosure supported by connecting walls extending from the ground to the roof, and a foundation, slab, or equivalent base to which the floor is securely attached. The structure must be secure against unauthorized entry, accessible only through one or more lockable doors, and constructed of solid materials that cannot easily be broken through, such as 2” x 4” or thicker studs overlain with 3/8” or thicker plywood or equivalent

materials. Plastic sheeting, regardless of gauge, or similar products do not satisfy this requirement.

K. **“Outdoor”** means a location that is not “indoors”.

L. **“Person”** includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business, business trust, receiver, syndicate, collective, cooperative, institution, including an Established Agricultural Research Institution, or any other group or entity, or combination acting as a unit. Except where otherwise indicated by context, the singular shall include the plural.

M. **“California Industrial Hemp Law”** means Division 24 of the California Food and Agricultural Code, beginning at section 81000, as may be amended from time to time.

N. **“Permit Holder”** means a Person who has been issued a Hemp Cultivation Permit pursuant to this Article.

O. **“Processing”** means the extraction of plant components, packaging for transport, storage, including the storage in a vehicle, trailer, or other container waiting for transport, refinement, treatment, removal of flowers, or conversion of Hemp where a physical, chemical or similar change of the Hemp plant occurs. Examples of Hemp Processing include but are not limited to cooling, freezing, dehydrating, extracting oil, or the sorting, cleaning, packing, and storing of products preparatory to sale or shipment.

P. **“Site”** means the area(s) designated in the applications materials on part of a parcel or adjoining parcels under single ownership or control that may contain Hemp, including, for example, the cultivation area(s) and structure(s) used for Incidental activities.

Q. **“Volatile solvent”** means any solvent that is or produces a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures. Examples of volatile solvents include, but are not limited to, butane, hexane, and propane.

2.2-130 Limited areas for Hemp Cultivation

A. Hemp Cultivation, including seed production, may only be eligible for a Hemp Cultivation Permit within the geographical area of unincorporated Solano County bounded by:

1) The western boundary shall be a north to south line running 1 mile east of Highway 113 between Midway Road on the north to a point 3 miles north of Highway 12.

2) The eastern boundary shall be the eastern County boundary line.

3) The southern boundary shall be a line running west to east 3 miles north of Highway 12 from 1 mile east of Highway 113 and extending to the eastern County boundary line.

4) The northern boundary line shall be Midway Road as it extends from 1 mile east of highway 113 on the west to the eastern County boundary.

B. Setbacks

1) Hemp Cultivation shall be located no closer than 100 feet from the parcel boundary line and no closer than 2,500 feet from an off-Site occupied legal residence under separate ownership. Notwithstanding the foregoing, Indoor Hemp Cultivation may potentially be located within 2,500 feet of an off-Site occupied legal residence under separate ownership subject to conditions of the Hemp Cultivation Permit, which may include signed written consent of the owner of the off-Site occupied legal residence.

2) Setbacks shall be measured from the closest point of the cultivation site to the closest point of the residence.

2.2-140. Hemp Cultivation Permit

A. Prohibition. It is unlawful and shall constitute a public nuisance for any Person, including an Established Agricultural Research Institution, to engage in Hemp Cultivation within the unincorporated area of Solano County without first obtaining a Hemp Cultivation Permit. A Hemp Cultivation Permit is a discretionary permit process that requires public notice and a public hearing.

B. Applicability

1) Nothing in this Article, including the issuance of a Hemp Cultivation Permit, relieves a Person from responsibility for damage to other persons or property, or imposes liability upon the County, its officers, agents, or employees, for damage to persons or property.

2) Nothing in this Article eliminates the need for a Person undertaking Hemp Cultivation to comply with local, state, or federal law, or to obtain other permits, approvals, or authorizations required by this code or state or federal agencies.

C. Application Requirements. Prior to the review of any application for a Hemp Cultivation Permit by the Department of Resource Management, the Applicant shall submit a complete application package. A complete application package includes the following components:

1) Completed application form provided by the Department of Resource Management along with any applicable application or permit fee.

2) Applicants must submit a security plan for review and approval by the Solano County Sheriff's Office.

3) Applicants must be the deed holder of the land upon which the Hemp Cultivation will occur or provide a notarized written consent from the deed holder, in a form acceptable to the Director of Resource Management, granting permission to engage in Hemp Cultivation on the specified parcel(s).

4) Applicants must demonstrate that they satisfy the registration requirements set forth in the California Industrial Hemp Law.

5) Applicants must declare whether Hemp Cultivation will be for purposes of seed, fiber, oil, flower or nursery production.

6) Applicants must complete a California Department of Food & Agriculture Destruction Plan form, or other destruction plan form approved by the Solano County Agricultural Commissioner, detailing how the crop would be destroyed should it fail to meet the THC limits specified by the Food and Agriculture Code Section 81006(e) et seq.

7) Applicants must deposit funds or other security approved by County Counsel, which may include a bond, in an amount sufficient to cover all costs and expenses likely to be incurred by the County in the implementation and enforcement of this Article. Cash received by the County will be deposited into the County treasury and kept in a separate account for this purpose. Any funds deposited with the County and not expended by County will be refundable within one year from the date of issuance of the Hemp Cultivation Permit, unless the Applicant opts to apply the deposit to the following year's approved application.

If security is provided in the form of a bond, the bond shall be conditioned upon full and faithful performance by the Permit Holder of all obligations under this Article and the Hemp Cultivation Permit and shall be kept in full force and effect by the Permit Holder throughout the life of the Hemp Cultivation Permit and all renewals.

In the event that the Permit Holder violates any of the provisions of this Article or any County rules or orders, including failure to pay any fees due to the County, such violation shall permit the County at its option to resort to the security provided, including a bond, to cover any costs incurred.

8) Applicants must, along with the owners of the property on which the Site is located, execute an agreement to indemnify and hold harmless the County of Solano and its agents, officers, elected officials, and employees for any claims, damages, or injuries brought by affected property owners or other third parties due to the Cultivation of Hemp and for any claims brought by any person for problems, injuries, damages, or liabilities of any kind that may arise out of the Cultivation of Hemp in a form prescribed by the County. The indemnification shall apply to any damages, costs of suit, attorneys'

fees or other expenses awarded against the County, its agents, officers and employees in connection with any such action.

In addition, the agreement shall release the County of Solano, and its agents, officers, elected officials, and employees from any injuries, damages, or liabilities of any kind that result from any abatement, arrest or prosecution for cultivation in violation of state or federal laws.

D. Public hearing. The Director of Resource Management, or his/her designee, will hold a public hearing on any Hemp Cultivation Permit application.

E. Public notice. Notice of the hearing shall be given pursuant to Section 28-04 of the Solano County Code.

F. Action

1) The Director of Resource Management may approve an application for a Hemp Cultivation Permit if he/she finds that the requirements set forth in this Article are fulfilled.

2) When approving a Hemp Cultivation Permit, the Director of Resource Management may impose conditions in addition to the general conditions enumerated in Section 2.2-150 of this Article, together with guarantees that such conditions will be complied with, when such additional conditions are in the public interest.

3) Any action taken by the Director of Resource Management on a Hemp Cultivation Permit application shall not become effective until the time for filing an appeal has expired or, if an appeal has been filed, the appeal has been decided or withdrawn.

G. Required findings

1) That the Applicant exhibits proof that the establishment, maintenance or operation of a Hemp Cultivation use will not, under the circumstances of the particular case, constitute a nuisance or be detrimental to the health, safety, peace, comfort or general welfare of persons residing or working in or passing through the vicinity of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.

2) That an adequate security plan has been provided and that odor will not have a significant impact on nearby residences. Approval of a security plan by the Sheriff's Office will be substantial evidence that the standard has been met.

H. Appeals

1) The Board of Supervisors shall have power to hear and decide appeals when it is alleged by the appellant that there is error in any decision or determination

made by the Director of Resource Management or his/her designee in the administration or enforcement of this Article. Appeals will be conducted in accordance with rules and procedures established by the Office of the County Counsel.

2) Any Person aggrieved or affected by any determination made under this Article may, within ten calendar days of the date of the decision of determination, file an appeal in writing with the Clerk of the Board of Supervisors. The written appeal must contain the factual and/or legal basis for the appeal and the appeal must be accompanied by such fee or fees as may be set by the Board of Supervisors. No part of the fee or fees are refundable.

3) Filing of an appeal shall stay all proceedings until determination of the appeal. Upon receipt of such appeal, the Clerk of the Board will set the date for a hearing and provide notice of the hearing pursuant to Section 28-04 of the Solano County Code.

4) Notice of the Board of Supervisor's decision will be provided in writing to the appellant.

2.2-150 Terms and conditions of Hemp Cultivation Permits

A Hemp Cultivation Permit will state the terms and conditions upon which Hemp may be cultivated by the Permit Holder, including but not limited to the following:

A. Hemp Cultivation must be conducted in accordance with all applicable federal, state and local laws, rules, regulations and standards including but not limited to those related to setbacks, building permits, land conversion, grading, electricity, water usage, water quality, wildlife, woodland and riparian habitat and species protection, agricultural discharges and worker and environmental protections.

B. The Permit Holder must consent to inspections, crop sampling and testing that may be conducted at any reasonable time, with or without prior notice, at the discretion of the County. A Permit Holder is responsible for payment of the actual costs, including, but not limited to, the costs of staff time, for monitoring and inspection activities.

C. A Permit Holder must grant to the County of Solano the right to enter onto any Hemp Cultivation Site, and any buildings or enclosures in which Hemp is located, with or without prior notice, as reasonably necessary to inspect, sample and/or test the crop and to destroy non-compliant crops pursuant to the California Industrial Hemp Law and this Article.

D. Hemp Cultivation must be conducted in accordance with a security plan reviewed by the Solano County Sheriff's Office. Such plan must, at a minimum, describe physical and operational security measures sufficient to deter theft, mitigate other potential crime, and appropriately secure Hemp and Hemp derived products.

E. Any structure(s) used for Hemp Cultivation must have all permits required under state law and Solano County Code.

F. Drying and trimming of Hemp must be conducted in a Hoop House, in a Greenhouse or Indoors. Harvested Hemp may not remain Outdoors beyond the day it is harvested.

G. Permit holders may conduct Hemp Processing on the Site, but all Processing activities must occur Indoors within secure permitted buildings/structures.

H. The following restrictions apply to Hemp nursery production:

1) No flowering plants allowed; and

2) Applicants for the cultivation of transplants or seed must have a license to sell nursery stock issued by the California Department of Food and Agriculture as required under California Food and Agricultural Code Section 6721 et seq.

I. All parcels used for Hemp Cultivation shall have onsite signage indicating that Hemp is being cultivated on site. The signs shall be in English and Spanish and:

1) State: "INDUSTRIAL HEMP – NO TRESPASSING".

2) Be of a size so that the wording on the sign is clearly visible and readable to a person with normal vision from a distance of 25 feet; and

3) Use letters and symbols that are of a color that sharply contrasts with their immediate background; and

4) Be posted at the corners of the parcel and at all usual points of entry to the parcel, including each road, footpath, walkway, or aisle that enters the cultivation area. When a parcel is adjacent to a public right-of-way, such as a road, trail, or path, signs shall be posted at intervals not exceeding 600 feet along the parcel's border with the right-of-way.

J. Applicants are responsible for the actual costs incurred by the County in regulating Hemp cultivation, including, but not limited to, the costs of staff time associated with processing a Hemp Cultivation Permit, inspecting and monitoring Hemp cultivation Sites, sampling and testing, coordination with other affected County departments, and associated activities of the Sheriff's Office or an Enforcing Officer. The amount of fees for such permits will be set by the Board of Supervisors and not exceed the amount reasonably required to inspect, administer, or process the required permits, certificates, licenses, or other forms or documents, or to defray the costs of regulation required to be carried out by the County including all costs of enforcement.

K. Failure to pay all fees attributable to County costs incurred due to the permitting or regulation of Hemp is cause for revocation or non-renewal of the Hemp Cultivation Permit until all outstanding fees are paid in full.

L. Testing of Hemp done pursuant to this Article must be done by a laboratory approved by the County.

M. Processing using Volatile Solvents is prohibited.

N. Any violation of the terms of the Hemp Cultivation Permit is cause for revocation or non-renewal of the Hemp Cultivation Permit.

O. The owner(s) of the property on which the Site is located is responsible and jointly liable for all violations of this Article and applicable laws with respect to the property and the Hemp Cultivation Permit.

2.2-160. Permit expiration, renewal

A. Expiration. A Hemp Cultivation Permit expires one year from the date of issuance.

B. Renewal. A Hemp Cultivation Permit is subject to annual renewal. The Director of Resource Management may administratively approve a Hemp Cultivation Permit renewal if all the following criteria are met:

- 1) The Permit Holder has requested renewal;
- 2) The Permit Holder has paid any applicable renewal fee;
- 3) The Permit Holder has registered with the County Agricultural Commissioner for the following year pursuant to the California Industrial Hemp Law;
- 4) The use is being conducted in full compliance with all conditions of the Hemp Cultivation Permit and all requirements of law and this Article;
- 5) That the use for which the Hemp Cultivation Permit was granted has not been conducted so as to be a nuisance or detrimental to the public health, welfare, or safety; and
- 6) The Permit Holder has taken substantial steps towards putting the property into the use for which the Hemp Cultivation Permit was granted within the preceding year.

C. If the criteria is not met for administrative approval, the Applicant must submit a new application and follow the application process required by this Article for an initial Hemp Cultivation Permit.

2.2-170. Hemp transportation

Any Person transporting Hemp must have in their possession a copy of the certificate of registration issued by the County Agricultural Commissioner and a certificate of analysis demonstrating that the Hemp has met the 0.3 % THC maximum level permitted by law.

2.2-180. Destruction of non-compliant crops

A Hemp crop that does not comply with the provisions of this Article and all applicable provisions of state and federal law, and associated rules and regulations, must be destroyed. Crop destruction will proceed in accordance with all applicable laws and regulations, including Food and Agricultural Code section 81006 and California Code of Regulations, title 3, sections 4950 and 4950.1; however, if a second laboratory test report from crop retesting indicates the percentage concentration of THC exceeds three-tenths of one percent but is less than one percent, destruction of the non-compliant Hemp crop must be completed within 7 days instead of 45 days.

2.2-190. Violations

A. The cultivation of Hemp in violation of federal, state, and local laws and/or rules and regulations, including the duty to register with the State, obtain a Hemp Cultivation Permit, and to comply with requirements for cultivation, sampling, laboratory testing, harvesting, and crop destruction, is deemed to be conducted or maintained in a manner inconsistent with proper and accepted customs and standards on agricultural land and constitutes a public nuisance.

B. Any person guilty of a violation of the provisions of this Article will be liable for such costs, expenses and disbursements paid or incurred by the County in abatement and prosecution of the violation.

C. It is unlawful and constitutes a misdemeanor for any person to violate or fail to comply with any provision of this Article. A misdemeanor shall be punishable by a fine not exceeding \$1,000 or by imprisonment in the county jail not exceeding six months, or by both such fine and imprisonment.

D. Each person is guilty of a separate offense each and every day during any portion of which any violation of any provision of the ordinances of the County is committed, continued or permitted by any such person.

E. In addition to any other remedy, violation of any of the provisions of this Article may be remedied by injunction or other civil proceedings.

F. All remedies listed in this Article, including permit revocation, shall be cumulative and not exclusive. The County is authorized to pursue any proceedings or remedies provided by law.

G. The Permit Holder is responsible for any and all violations of applicable state and/or local laws, as well as any the provisions of this Article, whether committed

by the Person holding the Hemp Cultivation Permit, any employee or agent of the Person holding the Hemp Cultivation Permit, which violations occur in or about the Person holding the Hemp Cultivation Permit or whether or not the violations occur within that Person's presence.

2.2-200. Enforcement

A. Violation notices and orders

The Enforcing Officer may issue a violation notice to any Person that is not in compliance with this Article. The notice shall include the violation(s) found, the specific corrective action required, a date for corrective action to be completed, and notice that failure to comply with the notice may result in revocation of the Hemp Cultivation Permit and the right to request an appeal to the Director of Resource Management, or his/her designee, within five days of receipt of the notice. Failure to request a hearing within the specified time frame waives such right.

The appeal request must set forth the factual and/or legal basis for the appeal, as applicable, and be received by the Department of Resource Management by the deadline. Failure to request a hearing in the manner required and within the specified time frame waives such right.

B. Administrative hearing proceedings

Upon receipt of a written request for an appeal of a notice of violation, the Department of Resource Management will schedule the appeal and provide written notice of the time and location of the appeal to the appellant. The Director of Resource Management or his/her designee shall serve as the administrative hearing officer. At the time and date specified on the notice, the administrative hearing officer shall hear the violations charged against the appellant. The administrative hearing officer will review the evidence and determine the validity of the violations and determine the appropriate remedy to correct the violation, if any.

C. Permit Revocation. Failure to correct the violation, as required by the notice of violation if not appealed, or as ordered by the administrative hearing officer after appeal, may result in the revocation of the Hemp Cultivation Permit, under the following conditions:

1) The County will issue notice of intention to revoke the Hemp Cultivation Permit, which shall contain notice of the Permit Holder's right to request an appeal hearing in front of the Director of Resource Management or his/her designee.

2) The Permit Holder may appeal the revocation by submitting a written appeal to the Department of Resource Management within ten days after the date of the notice of revocation. The appeal must set forth the factual and/or legal basis for the appeal, as applicable, and be received by the Department by the deadline, not just postmarked by that date. The required filing fee, if any, must also accompany an appeal.

a. Failure to request a hearing in the manner required and within the specified time frame waives such right and the Department of Resource Management may revoke the Hemp Cultivation Permit without a hearing.

b. The appellant shall be given notice as to the time, date, and location of the hearing. The notice shall be delivered by certified United States Mail and be postmarked at least calendar ten days prior to the date of the hearing.

c. Formal rules of evidence or procedure shall not apply at the appeal hearing, including rules relating to evidence, witnesses and hearsay. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. Director of Resource Management has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.

d. The standard of proof shall be by a preponderance of the evidence.

D. Appeal. A Permit Holder may appeal a decision of the Director of Resource Management to revoke a Hemp Cultivation Permit to the Solano County Board of Supervisors.

1) All appeals must be submitted in writing to the Department of Resource Management within five days of the decision to revoke the Hemp Cultivation Permit. The appeal shall contain reasons and pertinent documentation why the appellant believes the decision to be unwarranted. Failure to request a hearing in the manner required and within the specified time frame waives such right and the Department of Resource Management may revoke the Hemp Cultivation Permit without a hearing. The required filing fee, if any, shall also accompany appeals.

2) The appellant shall be given notice as to the time, date, and location of the hearing. The notice shall be delivered by certified United States Mail and be postmarked at least ten days prior to the date of the hearing. The Clerk of the Board shall set the time and place of the hearing and give notice to the appellant and the Director of Resource Management.

2.2-210 Limitation on County's liability

To the fullest extent permitted by law, the County of Solano does not and will not assume any liability whatsoever with respect to having issued a Hemp Cultivation Permit pursuant to this Article.

SECTION 3 TERMINATION OF MORATORIUM ON HEMP CULTIVATION AND PROCESSING

The Interim Ordinance of the County of Solano Extending a Temporary Moratorium on the Cultivation or Processing of Industrial Hemp within the Unincorporated Areas of the

County of Solano adopted by the Solano County Board of Supervisors on October 27, 2020 shall terminate concurrently with the effective date of this Ordinance, as set forth in Section 6 below.

SECTION 4 CEQA

The Board finds that this ordinance is exempt from the California Environmental Quality Act (CEQA) because it is not a project under CEQA. Additionally, if it were deemed a project it would be categorically exempt under California Code of Regulations Title 14, Division 6, Chapter 3 section 15060(c)(2) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, section 15308 because this ordinance will assure the protection of the environment, and 15321 because it amounts to an action by an agency for enforcement of a law, general rule, standard or objective administered or adopted by the agency.

SECTION 5 Validity

If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Board of Supervisors declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, words, or phrases may be declared invalid or unconstitutional.

SECTION 6 Effective Date

This ordinance shall take effect and be in full force after 30 days from the date of passage.

PASSED AND ADOPTED by the Solano County Board of Supervisors at its regular meeting on November 10, 2020 by the following vote:

AYES: SUPERVISORS

NOES: SUPERVISORS

EXCUSED SUPERVISORS:

ERIN HANNIGAN, Chair
Solano County Board of Supervisors

ATTEST:
BIRGITTA E. CORSELLO, Clerk
Solano County Board of Supervisors

By: _____
Alicia Draves, Chief Deputy Clerk



Solano County

675 Texas Street
Fairfield, California 94533
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Agenda Submittal

Agenda #:	8	Status:	Regular Calendar
Type:	Report	Department:	Health and Social Services
File #:	20-816	Contact:	Dr. Bela Matyas, 784-8400
Agenda date:	11/10/2020	Final Action:	
Title:	Receive an update from Dr. Bela Matyas, Public Health Officer, and Terry Schmidtbauer, Interim Director of Resource Management, regarding the coronavirus disease 2019 (COVID-19) pandemic emergency response efforts and current status of statewide guidance and take action based on staff recommendations		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - State Blueprint for a Safer Economy, B - Summary of State Orders and Directives		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ☐ No ☒

Public Hearing Required? Yes ☐ No ☒

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board receive an update from Dr. Bela Matyas, Public Health Officer, and Terry Schmidtbauer, Interim Director of Resource Management, regarding the coronavirus disease 2019 (COVID-19) pandemic emergency response efforts and current status of statewide guidance.

For information, updates and resources on COVID-19, please visit the Solano County Public Health web page at www.SolanoCounty.com/COVID19 <<http://www.SolanoCounty.com/COVID19>>.

SUMMARY/DISCUSSION:

On August 28, 2020, Governor Newsom unveiled a new plan for regulating activities in relation to COVID-19 transmission throughout the State with revised criteria for loosening and tightening restrictions on activities. The new plan, Blueprint for a Safer Economy, imposes risk-based restrictions on sectors across the State and expands the time between the changes. Every county in California is assigned to a tier based on its testing positivity and adjusted case rate using metrics from the prior three weeks. The plan creates a four colored tier system with Purple (widespread), Red (substantial), Orange (moderate) and Yellow (minimal) - based on how prevalent COVID-19 is in each county and the extent of community spread.

The metrics are updated by the State weekly to show county tier status, date of tier assignment, number of consecutive weeks meeting the next tier's criteria, case rates, adjusted case rate for tier assignment, testing positivity, and test rates.

Solano County moved from the Purple (widespread) Tier to the Red (substantial) Tier on September 21, 2020. The County has been in this current tier for six weeks. However, due to a recent spike in case rate across Solano County, there is the possibility that the County could move back to the more restrictive Purple Tier.

Solano County Public Health is addressing the rising number of cases by increasing outreach efforts and partnerships with community-based and faith-based organizations that serve hard-to-reach communities, and closely monitoring the County's case rate and other criteria set by the State for determining a county's movement to a lessor or more restrictive tier assignment.

Additionally, a new health equity metric took effect on October 6, 2020. In order to advance to the next less restrictive tier, each county will need to meet an equity metric or demonstrate targeted investments to eliminate disparities in levels of COVID-19 transmission. The California Health Equity Metric is designed to help guide counties in their continuing efforts to reduce COVID-19 among Californians who have been disproportionately impacted by the pandemic.

For more information about the State's Blueprint for a Safer Economy and to find the reopening status of businesses in Solano County, visit <https://covid19.ca.gov/safer-economy>.

CAO RECOMMENDATION

APPROVE DEPARTMENTAL RECOMMENDATION

Blueprint for a Safer Economy

Activity and Business Tiers

SECTORS	Widespread Tier 1	Substantial Tier 2	Moderate Tier 3	Minimal Tier 4
Critical Infrastructure	Open with modifications	Open with modifications	Open with modifications	Open with modifications
Limited Services	Open with modifications	Open with modifications	Open with modifications	Open with modifications
Outdoor Playgrounds & Outdoor Recreational Facilities **	Open with modifications	Open with modifications	Open with modifications	Open with modifications
Hair Salons & Barbershops	Open Indoors with modifications	Open indoors with modifications	Open indoors with modifications	Open indoors with modifications
All Retail (including critical infrastructure, except standalone grocers)	Open Indoors with modifications • Max 25% capacity	Open Indoors with modifications • Max 50% capacity	Open Indoors with modifications	Open Indoors with modifications

SECTORS	Widespread Tier 1	Substantial Tier 2	Moderate Tier 3	Minimal Tier 4
Shopping Centers (Malls, Destination Centers, Swap Meets)	Open Indoors with modifications <ul style="list-style-type: none"> • Max 25% capacity • Closed common areas • Closed food courts 	Open indoors with modifications <ul style="list-style-type: none"> • Max 50% capacity • Closed common areas • Reduced capacity food courts (see restaurants) 	Open indoors with modifications <ul style="list-style-type: none"> • Closed common areas • Reduced capacity food courts (see restaurants) 	Open Indoors with modifications <ul style="list-style-type: none"> • Reduced capacity food courts (see restaurants)
Personal Care Services***	Open Indoors with modifications	Open indoors with modifications	Open indoors with modifications	Open indoors with modifications
Museums, Zoos, and Aquariums	Outdoor Only with modifications	Open indoors with modifications <ul style="list-style-type: none"> • Indoor activities max 25% capacity 	Open indoors with modifications <ul style="list-style-type: none"> • Indoor activities max 50% capacity 	Open indoors with modifications
Places of Worship	Outdoor Only with modifications	Open indoors with modifications <ul style="list-style-type: none"> • Max 25% capacity or 100 people, whichever is fewer 	Open indoors with modifications <ul style="list-style-type: none"> • Max 50% capacity or 200 people, whichever is fewer 	Open indoors with modifications <ul style="list-style-type: none"> • Max 50% capacity
Movie Theaters	Outdoor Only with modifications	Open Indoors with modifications <ul style="list-style-type: none"> • Max 25% capacity or 100 people, whichever is fewer 	Open indoors with modifications <ul style="list-style-type: none"> • Max 50% capacity or 200 people, whichever is fewer 	Open indoors with modifications <ul style="list-style-type: none"> • Max 50% capacity

SECTORS	Widespread Tier 1	Substantial Tier 2	Moderate Tier 3	Minimal Tier 4
Hotels and Lodging	Open with modifications	Open with modifications <ul style="list-style-type: none"> +Fitness centers (+10%) 	Open with modifications <ul style="list-style-type: none"> +Fitness centers (+25%) +Indoor pools 	Open with modifications <ul style="list-style-type: none"> +Fitness Centers (50%) +Spa facilities etc.
Gyms and Fitness Centers	Outdoor Only with modifications	Open indoors with modifications <ul style="list-style-type: none"> Max 10% capacity +Climbing walls 	Open indoors with modifications <ul style="list-style-type: none"> Max 25% capacity +Indoor pools 	Open indoors with modifications <ul style="list-style-type: none"> +Saunas +Steam rooms Max 50% capacity
Restaurants	Outdoor Only with modifications	Open indoors with modifications <ul style="list-style-type: none"> Max 25% capacity or 100 people, whichever is fewer 	Open indoors with modifications <ul style="list-style-type: none"> Max 50% capacity or 200 people, whichever is fewer 	Open indoors with modifications <ul style="list-style-type: none"> Max 50% capacity
Wineries	Outdoor Only with modifications	Outdoor Only with modifications	Open indoors with modifications <ul style="list-style-type: none"> Max 25% capacity indoors, or 100 people, whichever is fewer 	Open indoors with modifications <ul style="list-style-type: none"> Max 50% capacity or 200 people indoors, whichever is fewer

SECTORS	Widespread Tier 1	Substantial Tier 2	Moderate Tier 3	Minimal Tier 4
Bars, Breweries, and Distilleries (where no meal provided) (follow restaurants where meal is provided)	Closed	Closed	Open Outdoors with modifications	Open indoors with modifications <ul style="list-style-type: none"> Max 50% capacity
Family Entertainment Centers	Outdoor Only with modifications e.g. <ul style="list-style-type: none"> Kart Racing Mini Golf Batting Cages 	Outdoor Only with modifications e.g. <ul style="list-style-type: none"> Kart Racing Mini Golf Batting Cages 	Open Indoors for naturally distanced activities with modifications <ul style="list-style-type: none"> Max 25% capacity Bowling Alleys 	Open indoors for activities with increased risk of proximity and mixing with modifications <ul style="list-style-type: none"> Max 50% capacity Arcade Games Ice and roller skating Indoor playgrounds
Cardrooms, Satellite Wagering	Outdoor Only with modifications	Outdoor Only with modifications	Open indoors with modifications <ul style="list-style-type: none"> Max 25% capacity 	Open indoors with modifications <ul style="list-style-type: none"> Max 50% capacity
Offices	Remote	Remote	Open indoors with modifications <ul style="list-style-type: none"> Encourage telework 	Open indoors with modifications <ul style="list-style-type: none"> Encourage telework
Professional Sports	Open <ul style="list-style-type: none"> Without live audiences With modifications 	Open <ul style="list-style-type: none"> Without live audiences With modifications 	Open <ul style="list-style-type: none"> Without live audiences With modifications 	Open <ul style="list-style-type: none"> Without live audiences With modifications

SECTORS	Widespread Tier 1	Substantial Tier 2	Moderate Tier 3	Minimal Tier 4
Live Audience Sports***	Closed	Closed	Outdoors Only <ul style="list-style-type: none"> • Max 20% • Regional visitors (120 miles) • Advanced reservations only • Assigned seating only • In-seat concessions only (No concourse sales) 	Outdoors Only <ul style="list-style-type: none"> • Max 25% • Regional visitors (120 miles) • Advanced reservations only • Assigned seating only • In-seat concessions only (No concourse sales)
Amusement Parks***	Closed	Closed	Smaller Parks Open <ul style="list-style-type: none"> • • 25% capacity or 500 people, whichever is fewer • Outdoor attractions only • In-county visitors only • Advanced reservations only 	Larger Parks Open <ul style="list-style-type: none"> • 25% capacity • Advanced reservations only

**Outdoor playgrounds and outdoor recreational facilities updated September 28, 2020

***Personal care services, live audience professional sports and amusement parks updated October 20, 2020

SUMMARY OF STATE ACTIONS RELATED TO COVID-19

Updated November 2, 2020

Date	Order	Order No.	Authority	Summary	Link	
ACTIONS BY GOVERNOR NEWSOM						
5/4/2020	Executive Order (EO)	N-60-20	GOV 8567, 8571, 8627, 8665 and HSC 120125, 120130, 120135, 120140, 120145, 120150, 120175, 131080	Residents are directed to continue to obey State public health directives and guidance , as made available at https://covid19.ca.gov/stay-home-except-for-essential-needs/	https://www.gov.ca.gov/wp-content/uploads/2020/05/5.4.20-EO-N-60-20.pdf https://covid19.ca.gov/stay-home-except-for-essential-needs/	
3/19/2020	EO	N-33-20	California State Constitution, and GOV 8567, 8627, 8665	Directs all individuals living in the State of California to stay at home except as needed to facilitate authorized, necessary activities or to maintain the continuity of operations of critical infrastructure sectors. Also, directed all California residents to immediately heed current State public health directives.	https://www.gov.ca.gov/wp-content/uploads/2020/03/3.19.20-attested-EO-N-33-20-COVID-19-HEALTH-ORDER.pdf	
3/4/2020			California State Consitution, including California Emergency Services Act and GOV 8625	Governor proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19 pandemic.	https://www.gov.ca.gov/wp-content/uploads/2020/03/3.4.20-Coronavirus-SOE-Proclamation.pdf	
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH ORDERS AND DIRECTIVES						
9/12/2020	CDPH	Guidance	EO N-60-20	Provides updated plan for Californians to gather outside their household and replaces 3/16/20 gatherings guidance. Applies to public/private gatherings and other gatherings not covered by existing sector guidance. Gatherings unless otherwise specified are not permitted across the state of California until further guidance is issued by CDPH.	https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Guidance-for-the-Prevention-of-COVID-19-Transmission-for-Gatherings.aspx	
9/4/2020	CDPH	Guidance	EO N-60-20	Updated guidance that applies to groups of children and youth in controlled, supervised, and indoor environments operated by local educational agencies, or other authorized non-profits, or other authorized providers, including but not limited to public and private schools; licensed and license-exempt child care settings; organized and supervised care environments.	https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/small-groups-child-youth.aspx	
8/28/2020	Public Health Officer	Order	HSC 120125, 120130(c), 120135, 120140, 120145, 120150, 120175, 120195 and 131080; and EO N-60-20 and N-25-20	Updated framework for reopening, known as California's Plan for Reducing COVID-19 and Adjusting Permitted Sector Activities to Keep Californians Healthy and Safe, relies on a set of Tiers corresponding to specific epidemiological profiles based on indicators of disease burden including case rates per capita and percent of positive COVID-19 tests and proportion of testing with a county. Pursuant to the framework, local jurisdictions may reopen specified sectors according to their respective county's tier. Supersedes the 7/13/20 State Public Health Officer Order.	https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/8-28-20_Order-Plan-Reducing-COVID19-Adjusting-Permitted-Sectors-Signed.pdf https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/COVID19CountyMonitoringOverview.aspx	

SUMMARY OF STATE ACTIONS RELATED TO COVID-19

Updated November 2, 2020

Date	Order	Order No.	Authority	Summary	Link	
8/25/2020	CDPH	Guidance	EO N-60-20	Applies to groups of children and youth in controlled, supervised, and indoor environments operated by local educational agencies, non-profits, or other authorized providers, including but not limited to public and private schools; licensed and license-exempt child care settings; organized and supervised care environments; recreation programs; before and after school programs; youth groups; and day camps.	https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/small-groups-child-youth.aspx	
7/17/2020	CDPH	Guidance	EO N-60-20	Schools and school districts may reopen for in-person instruction at any time if they are located in a local health jurisdiction that has not been on the county monitoring list within the prior 14 days.	https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Schools%20Reopening%20Recommendations.pdf	
7/13/2020	Public Health Officer	Order	EO N-60-20; and HSC 120125, 120130(c), 120135, 120140, 120145, 120150, 120175, 120195 and 131080	Closes, on a statewide basis, indoor operations for certain sectors, and both indoor and outdoor operations for bars, and indoor operations for dine-in restaurants, wineries/tasting rooms, movie theaters, entertainment centers, zoos/museums, and other similar establishments, consistent with the June 28 and July 1 restrictions on counties on the County Monitoring List; and operations where social distancing and use of face coverings is difficult i.e. gyms/fitness centers, places of worship, personal care services, hair salons, barbershops and malls.	https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/SHO%20Order%20Dimming%20Entire%20State%207-13-2020.pdf	
7/1/2020	CDPH	Guidance	EO N-60-20	Guidance on closure of sectors in response to COVID-19 specific to counties on County Monitoring List for three consecutive days, requiring closure of indoor operations of various sectors, including restaurants, wineries, and certain entertainment venues, as well as all bars indoor and outdoor.	https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Guidance-on-Closure-of-Sectors-in-Response-to-COVID-19.aspx	
6/28/2020	CDPH	Guidance	EO N-60-20	Due to statewide data demonstrating a significant increase in the spread of COVID-19, guidance setting forth selective sector closing of bars and similar establishments in counties on the County Monitoring List.	https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Bar-Closure-Guidance.aspx	
6/18/2020	CDPH	Guidance	EO N-60-20	Mandates that face coverings be worn statewide in certain situations (inside of, in line to enter and any public space; obtaining healthcare services; waiting or riding public transportation; engaged in work, interacting or in a space visited by the public; food prepared for distribution; common areas such as hallways and parking facilities; enclosed room where unable to physically distance). See link for additional information.	https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Guidance-for-Face-Coverings_06-18-2020.pdf	
5/7/2020	Public Health Officer	Order	EO N-60-20, and HSC 120125, 120140, 131080, 120130(c), 120135, 120145, 120175, 120150	Gradual movement into Stage 2; however, a local health jurisdiction may implement or continue more restrictive public health measures if the local health officer believes conditions warrant it.	https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/SHO%20Order%205-7-2020.pdf	

SUMMARY OF STATE ACTIONS RELATED TO COVID-19

Updated November 2, 2020

Date	Order	Order No.	Authority	Summary	Link	
5/7/2020	Public Health Officer	Order	EO N-33-20; and HSC 120125, 120140, 131080, 120130(c), 120135, 120145, 120175 and 120150	Provided path forward from the "Stay-at-Home" Order in California's Pandemic Roadmap that identifies four stages of the pandemic: safety and preparation (Stage 1), reopening of lower-risk workplaces and other spaces (Stage 2), reopening of higher-risk workplaces and other spaces (Stage 3), and finally an easing of final restrictions leading to the end of the stay at home order (Stage 4).	https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/SHO%20Order%205-7-2020.pdf	
3/19/2020	Public Health Officer	Order	EO N-60-20, and HSC 120125, 120140, 131080, 120130(c), 120135, 120145, 120175, 120150	Orders all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors.	https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Health%20Order%203.19.2020.pdf https://www.cisa.gov/identifying-critical-infrastructure-during-covid-19	
3/16/2020	CDPH	Guidance	EO N-60-20	All gatherings to be postponed or cancelled. Gathering is any event that brings people together in an indoor or outdoor space.	https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/CDPHGuidanceforthePreventionofCOVID19TransmissionforGatherings.aspx	
3/19/2020	Public Health Order	Order	HSC 120125, 120140, 13080, 120130(c), 120135, 120145, 120175, 120150	Directed all individuals living in the State of California to stay at home except as needed to facilitate authorized, necessary activities or to maintain the continuity of operations of critical infrastructure sectors.	https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Health%20Order%203.19.2020.pdf	
ADDITIONAL INFORMATION						
			CDPH	Blueprint for a Safer Economy - blueprint for reducing COVID-19 in the State with revised criteria for loosening and tightening restrictions on activities.	https://covid19.ca.gov/safer-economy/#top	
			CDPH	Blueprint Activity and Business Tiers - New blueprint for reducing COVID-19 in the State and revised criteria for loosening and tightening restrictions on activities. Every county is assigned to a tier based on its test positivity and adjusted case rate for tier assignment including metrics from the last three weeks.	https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Dimmer-Framework-September_2020.pdf	
			GOV 8571	During a state of emergency the Governor may suspend any regulatory statute, or statute prescribing the procedure for conduct of state business, or the orders, rules, or regulations of any state agency, where the Governor determines and declares that strict compliance with any statute, order, rule, or regulation would in any way prevent, hinder, or delay the mitigation of the effects of the emergency.	https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=1.&title=2.&part=&chapter=7.&article=3.	
			GOV 11340 et seq	Agency responsible for carrying out the rulemaking part of the California Administrative Procedures Act. Allows an agency to adopt a new regulation if it is within their scope of authority and consistent with state law.	https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=3.&title=2.&part=1.&chapter=3.5.&article=1.	
			EO N-60-20	Information on County Data Monitoring	https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/COVID19CountyMonitoringOverview.aspx	
			EO N-60-20	County Data Monitoring Roadmap	https://covid19.ca.gov/roadmap-counties/#top	

SUMMARY OF STATE ACTIONS RELATED TO COVID-19

Updated November 2, 2020

Date	Order	Order No.	Authority	Summary	Link	
ADDITIONAL ACTIONS BY GOVERNOR NEWSOM						
10/28/2020	EO	N-83-20		Directs the California Department of Transportation to create a process for issuing temporary encroachment permits enabling commercial activities in the state highway right-of-way, allowing businesses located along state highways to expand their outdoor dining options onto sidewalks and parking areas, where safety permits.	https://www.gov.ca.gov/2020/10/28/governor-newsom-signs-executive-order-on-actions-in-response-to-covid-19-10-28-20/	
10/28/2020	EO	N-83-20		Allows people 70 years of age or older to renew their drivers' licenses by mail.	https://www.gov.ca.gov/2020/10/28/governor-newsom-signs-executive-order-on-actions-in-response-to-covid-19-10-28-20/	
9/23/2020	EO	N-80-20		Extends authorization for local governments to halt evictions for commercial renters impacted by the COVID-19 pandemic through March 31, 2021, and address a variety of issues in response to the pandemic.	https://www.gov.ca.gov/wp-content/uploads/2020/09/9.23.20-EO-N-80-20-COVID-19-signed.pdf	
9/23/2020	EO	N-80-20		Order extends provision allowing certain posting, filing and notice requirements under the CEQA to be fulfilled electronically.	https://www.gov.ca.gov/wp-content/uploads/2020/09/9.23.20-EO-N-80-20-COVID-19-signed.pdf	
9/3/2020	EO	N-78-20 N-44-20		Extends consumer protections against price gouging through March 4, 2021 as California continues to respond to the COVID-19 pandemic.	https://www.gov.ca.gov/wp-content/uploads/2020/09/9.3.20-EO-N-78-20.pdf	
8/28/2020	EO	N-77-20		Expedites efforts by the Department of General Services and the Department of Public Health to establish and operate up to three sites for use as laboratories to increase the State's COVID-19 testing capacity. To begin by 11/1/20 and run at full capacity by no later than 3/1/21. Will enable the State to provide up to an additional 150,000 COVID-19 diagnostic tests a day, with a contractual turnaround time of 24-48 hours.	https://www.gov.ca.gov/2020/08/28/governor-newsom-signs-executive-order-to-help-increase-states-testing-capacity/	
8/26/2020	EO	N-76-20		Extends the deadline for county elections officials to count and verify signatures submitted for initiative petitions seeking to qualify for the November 2022 ballot, giving the elections officials needed flexibility to focus on preparations for the General Election this November.	https://www.gov.ca.gov/2020/08/26/governor-newsom-signs-executive-order-on-elections/	
8/24/2020	EO	N-75-20		Allows the California Department of Consumer Affairs, in consultation with the California Department of Public Health, to issue waivers permitting pharmacists and pharmacy technicians to conduct CLIA-waived COVID-19 tests. Also, enables certain adoption paperwork to be completed remotely. Waives a time limit to allow individuals to continue receiving CalWORKs benefits; permits Franchise Tax Board to share tax return information with the Dept. of Social Services.	https://www.gov.ca.gov/2020/08/24/governor-newsom-signs-executive-order-in-response-to-covid-19-8-24-20/	
8/14/2020	EO	N-73-20		Deploying affordable and reliable broadband networks throughout California.	https://www.gov.ca.gov/category/executive-orders/	
7/31/2020	EO	N-72-20		Extends deadline for county assessment appeals boards to issue a decision pending tax assessment appeals filed on or before March 4.	https://www.gov.ca.gov/category/executive-orders/	

SUMMARY OF STATE ACTIONS RELATED TO COVID-19

Updated November 2, 2020

Date	Order	Order No.	Authority	Summary	Link	
6/30/2020	EO	N-71-20		Extends authorization for local governments to halt evictions for renters impacted by the COVID-19 pandemic, through September 30.	https://www.gov.ca.gov/category/executive-orders/	
6/30/2020	EO	N-71-20		Waives eligibility re-determinations for Californians who participate in Medi-Cal to ensure they maintain their health coverage.	https://www.gov.ca.gov/category/executive-orders/	
6/30/2020	EO	N-71-20		Suspends face-to-face visits for eligibility for foster care.	https://www.gov.ca.gov/category/executive-orders/	
6/30/2020	EO	N-71-20		Permits IHSS program caseworkers to continue caring for older adults and individuals with disabilities through video conferencing assessments.	https://www.gov.ca.gov/category/executive-orders/	
6/30/2020	EO	N-71-20		Extends waivers temporarily broadening the capability of counties to enroll persons into CalWORKs program, allowing for self-attestation of pregnancy and conditions of eligibility, and waiving in-person identification requirements.	https://www.gov.ca.gov/category/executive-orders/	
6/22/2020	EO	N-70-20		Extends a waiver that allows retailers to temporarily pause in-store redemption of beverage containers to mitigate spread of COVID-19.	https://www.gov.ca.gov/category/executive-orders/	
6/22/2020	EO	N-70-20		Suspends requirement for recycling centers to hold minimum number of hours of operation.	https://www.gov.ca.gov/category/executive-orders/	
6/15/2020	EO	N-69-20		Extends waivers temporarily broadening the capability of counties to enroll persons into the CalWORKs program.	https://www.gov.ca.gov/category/executive-orders/	
4/22/2020	EO	N-56-20		Empowering schools to focus on responding to COVID-19 and to provide transparency to their communities.	https://www.gov.ca.gov/category/executive-orders/	
3/13/2020	EO	N-26-20		Ensures California public school districts retain State funding even in the event of physical closures.	https://www.gov.ca.gov/category/executive-orders/	
				ADDITIONAL EXECUTIVE ORDERS CAN BE FOUND AT:	https://www.gov.ca.gov/category/executive-orders/	



Solano County

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Agenda Submittal

Agenda #:	9	Status:	Regular Calendar
Type:	Presentation	Department:	Sheriff's Office
File #:	20-790	Contact:	Angelica Russell, 784-7064
Agenda date:	11/10/2020	Final Action:	
Title:	Receive a presentation by the Solano County Sheriff's Office on the use of the Hi-Lo siren as a warning system to alert the Solano Community of impending disasters		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Hi-Lo Siren Presentation		

Date:	Ver.	Action By:	Action:	Result:
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Published Notice Required? Yes ___ No X
Public Hearing Required? Yes ___ No X

DEPARTMENTAL RECOMMENDATION:

The Sheriff recommends that the Board of Supervisors receive a presentation on the use of the Hi-Lo siren as a warning system to alert the Solano Community of impending disasters.

SUMMARY/DISCUSSION:

The European Hi-Lo siren produces an unfamiliar sound; however, it has a major role in alerting the public to emergencies. The Hi-Lo siren emits an audible two-tone alarm and can be used from a moving vehicle. The Sheriff's Office successfully deployed the Hi-Lo siren during the LNU Fire.

In response to the 2017 wildfires, Sheriff Offices from Solano, Napa, Sonoma, and Lake Counties installed Hi-Lo sirens in their patrol cars to improve public safety and emergency evacuations during impending disasters. The Hi-Lo siren plays an important part in the County's mass notification system as it helps to notify residents of a natural disaster in their area and alerts them to seek news media (e.g., television, radio, and reliable social media news sources such as the Sheriff's Office Facebook page) immediately.

The intent of this presentation is to familiarize the Board and the public with the sound and use of the Hi-Lo siren which, when used in conjunction with other forms of mass notification systems already in place, such as Alert Solano, will assist the Sheriff's Office in getting important information to our community at critical times.

FINANCIAL IMPACT:

There are no financial implications associated with the Board receiving this presentation. The sirens are included in patrol vehicles and there is no additional cost for implementation. The cost associated with preparing the agenda item is nominal and absorbed by the department's FY2020/21 Adopted Budget.

ALTERNATIVES:

The Board can choose not to receive this presentation; however, this alternative is not recommended as this presentation will disseminate valuable information to the Solano Community on the use of the Hi-Lo siren.

OTHER AGENCY INVOLVEMENT:

None.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Hi-Lo Sirens

An Alert Warning System

Presented to Solano County Board of Supervisors
on November 10th, 2020
Solano County Sheriff's Office

The Solano County Sheriff's Office is implementing a new tool to warn our community of a public emergency. Solano County Sheriff's Office vehicles have recently been outfitted with the Hi-Lo siren.



11/10/20

Hi - Lo Sirens

2

Hi-Lo Sirens

- Our goal is to inform the public about the Hi-Lo siren; which in turn, will make future evacuations more efficient.

Hi-Lo Sirens

An aerial photograph of a large, multi-story building that has been severely damaged, likely by a wildfire. The building's roof is missing, and its internal structure is exposed. It is situated on a hillside with sparse, dry vegetation. In the background, a winding road and more hills are visible under a hazy sky.

SB909 amends Section 27002 of the Vehicle Code to include the use of Hi-Lo sirens for audible warning sound that may only be used for the purposes of notifying the public of an immediate evacuation in case of emergency.

- The Hi-Lo siren must be authorized by the shift supervisor or officer in charge (OIC) prior to use.
- The Hi-Lo siren will be used from a moving vehicle; However, it shall not be used for “code 3” driving or law enforcement traffic stops.
- The Hi-Lo siren will not be used indiscriminately.

