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

County of Colusa
Wendy G. Tyler, CAO/Clerk to the Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
Patricia Rodriguez, Deputy Clerk
(530) 458-0508/0509
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COLUSA COUNTY
BOARD OF SUPERVISORS

Agenda

May 6, 2025

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

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

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

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

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of April 22, 2025 Closed Session
- Announcement of Closed Session

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

CONSENT AGENDA

Approve Consent Item No.'s 1 through 14.

1. BOARD OF SUPERVISORS
Approve the April 16, 2025 Special meeting Minutes and the April 22, 2025 Regular meeting Minutes.

2. APPOINTMENT/WILLIAMS FIRE PROTECTION DISTRICT
Appoint Jeremiah Karlonas to the Williams Fire Protection District to fill an unexpired term effective May 6, 2025 through July 17, 2027. **(Application Received: Jeremiah Karlonas)**

3. APPOINTMENT/LOCAL CHILD CARE PLANNING COUNCIL
Approve the Certification Statement regarding the Composition of the Local Child Care Planning Council (LPC).

4. APPOINTMENT/CYPRESS HILL CEMETERY DISTRICT
Appoint Gary Evans (Dist. 4) to the Cypress Hill Cemetery District, effective May 6, 2025 through May 5, 2028. **(Application received: Gary Evans)**

5. HEALTH AND HUMAN SERVICES
Approve State of California Grant Agreement Amendment No. 22-11296 A1 with the **California Department of Public Health (CDPH)** for implementation of the California Public Health Workforce Career Ladder Education and Development Program, effective February 1, 2022, through June 30, 2026.

6. PURCHASING AND PROCUREMENT/SHERIFF'S OFFICE
Ratify Contract with **PG&E** to relocate electrical power-lines on the East side of the new Colusa County Detention and Treatment Facility.

7. PURCHASING AND PROCUREMENT/PROBATION
Approve 5th Modification with **Corrections Software Solutions, LP,** for software maintenance services, effective February 1, 2025.

8. PURCHASING AND PROCUREMENT/DPW
Approve Contract with **All-American Construction** for road reconstruction on College City Road.

9. PURCHASING AND PROCUREMENT/AUDITOR-CONTROLLER
Approve Contract with **Foster & Foster Consulting Actuaries, Inc.** for actuarial services effective July 1, 2025.

10. PURCHASING AND PROCUREMENT/AUDITOR-CONTROLLER
Approve Contract with **OpenGov** (Order Form No. Q-05955) for the County's financial software, effective June 1, 2025.

11. PURCHASING AND PROCUREMENT/AUDITOR-CONTROLLER
Approve the 2nd Modification with **Fifth Asset Inc., dba DebtBook** for the cloud-based debt, lease and Subscription Based IT Arrangements management software program, effective April 15, 2025.

12. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Amendment A1 (23-30089) with the **California Department of Health Care Services** for the purpose of identifying and providing covered Drug Medi-Cal services for Substance Use Disorder treatment to beneficiaries residing in the Contractor's service area, effective May 6, 2025.

13. PURCHASING AND PROCUREMENT/BEHAVORIAL HEALTH
Approve 3rd Modification with **Willow Glen Care Center** for rehabilitation services effective May 1, 2025.

14. PURCHASING AND PROCUREMENT/DPW
Ratify Grazing Agreement with **Manhart Farms LLC** for grazing of livestock on and around the Evans Road landfill site.

END OF CONSENT AGENDA

III. HUMAN RESOURCES
DPW
1. Amend the Position Allocation Schedule for the Public Works Department by deleting one Marketing and Administrative Specialist position, MSC19 ($3,388-$5,560 per month) and adding one flexibly staffed Office Assistant I/II position, MSC09/MSC13 ($2,643- $4,341)/($2,920-$4,793), effective May 6, 2025.

IV. CLERK RECORDER/ELECTIONS
1. Approve letter in Support of AB 1430 (Bennett) for Recorder Fee Stabilization.

V. PURCHASING AND PROCURMENT
DHHS
1. Adopt a Resolution declaring vehicle as surplus property and authorize donation to the Ministerial Association of California Counties**.**

DHHS
2. Pursuant to Section 5.2 of the Purchasing and Procurement Policy (Policy 401), waive the competitive bidding process on the finding that grant funds will be returned if not expended by June 30, 2025 and approve Purchase Order No. 71204162025 to purchase two trailers in the amount of $21,029.01 from Johnson for the Department of Health and Human Services Public Health Emergency Preparedness Program and authorize the Purchasing Agent to sign.

TREASURER-TAX COLLECTOR
3. Approve contract with **Meeder Public Funds, Inc.** for management of treasury investments and authorize the Treasurer/Tax Collector to sign the documents.

VI. BEHAVIORAL HEALTH
1. Adopt a Proclamation proclaiming May 2025 as Mental Health Matters Month.

2. Presentation on Jail Based Behavioral Health Care.

3. Approve out-of-state travel for two (2) Behavioral Health staff members, Mayra Puga and Cesar Perez, from August 6-10, 2025 to attend the 2025

National Latino Behavioral Health Association Conference located in Albuquerque, New Mexico, from August 7-9, 2025.

VII. SUPERVISORS' REPORTS OR COMMENTS

VIII. AD-HOC COMMITTEE UPDATES

1. Williamson Act Ad-Hoc Committee (Supervisors Smith and Wilson)
2. Budget Sub Committee Ad-Hoc (Supervisors Smith and Boes)
3. Employee Hiring Ad-Hoc Committee (Supervisors Smith and Boes)
4. East Park Reservoir Ad-Hoc Committee (Supervisors Smith and Wilson)
5. Colusa Medical Center Ad-Hoc Committee (Supervisors Smith and Boes)
6. City of Colusa WWTP#2 Annexation Ad-Hoc Committee (Supervisors Corona and Boes)

IX. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

X. CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
   California Government Code section 54956.8
   Property: 199 E Webster St., Colusa, CA
   Property owner: County of Colusa
   Proposed Purchaser: Colusa Medical Center
   Negotiators: County Administrative Officer and County Counsel
   Under negotiation: Price and Terms of Sale/Lease

2. CLOSED SESSION: PUBLIC EMPLOYMENT
   California Government Code 54957(b). Title: Public Works/Airport Operations Director.

ADJOURN

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

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

ADA COMPLIANCE: Upon request, Agendas will be made available in alternative formats to accommodate persons with disabilities. In addition, any person with a disability who requires a modification or accommodation to participate or attend this meeting may request necessary accommodation. Please make your request to the

County Board Clerk, specifying your disability, the format in which you would like to receive this Agenda, and any other accommodation required no later than 24 hours prior to the start of the meeting.

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

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

COUNTY OF COLUSA, CA 2.1

Request For County Board of Supervisors Action

MEETING DATE: May 6, 2025

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: Approve the April 16, 2025 Special meeting Minutes the April 22, 2025 Regular meeting Minutes.

Approve the April 16, 2025 Special meeting Minutes the April 22, 2025 Regular meeting Minutes.

Detailed Description/Background of request

The Board of Supervisors held a duly noticed Special meeting and Regular meeting and now the Clerk is requesting approval of said meeting minutes.

Fiscal Impact/Funding Source

None

Action for the Clerk

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

ATTACHMENTS:

- 04-16-25 Joint Meeting Minutes (PDF)
- 04-22-25 Minutes (PDF)

Board of Supervisors
J. Merced Corona, District I, Vice-Chair
Daurice K. Smith, District II, Chair
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Randy Wilson, District IV
Janice A. Bell, District V
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Zone of Benefit No. 3
Halbert Charter
Jonnalee Dunn
James Peterson
Gerald Rominger
Jamie Traynham

Special Joint Meeting
COLUSA COUNTY
Board of Supervisors And
Colusa County Flood Control and Water Conservation District
Zone of Benefit No. 3
Workshop Minutes
April 16, 2025

Sites Project Office
122 Old Hwy 99
Maxwell, CA 95955

The Board of Supervisors of the County of Colusa, State of California meets in a Special Joint Meeting this 16th day of April 2025 at the hour of 1:00 p.m. Supervisors present: Janice A. Bell, J. Merced Corona, Randy Wilson, Kent S. Boes and Daurice K. Smith. Zone of Benefit No. 3 Members present: Halbert Charter, Jonnalee Dunn, Gerald Rominger, Jamie Trayhnam and James Peterson arrived at 2:23 p.m.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Mr. King raises concerns about transparency as well as the areas included in Zone 3.

1:08 p.m. the Board of Supervisors is now sitting as the Colusa County Flood Control & Water Conservation District.

I. SITTING AS COLUSA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

1. Sites Reservoir Participation Workshop.

Ms. Traynham states the reason we are all here is to have an open discussion to make sure the Supervisors understand where the Sites investment is today, what the timeline is, what options are available both to the County of Colusa participation level and Zone 3. Lengthy discussion is held regarding the following items:

- Funding Credit and Reimbursement Policy,
- Participation Priority,
- Means and ways of Rebalancing/True up,
- Water rights,
- Assigning rights to other participants,
- Timeline for onboarding waitlisted agencies,
- Opportunity Cost Fee (applies to new participants that submitted a letter of interest after March 31, 2022)

Attachment: 04-16-25 Joint Meeting Minutes [Revision 1] (10494 : Approve the April 16 Special Meeting and April 22, 2025 Regular Meeting

Comments received by Mses. Traynham and Tyler, Messrs. Urkov, Azevedo, and Supervisors Wilson and Boes.

Chair Smith states she would like to remind everyone this is an open forum, we are here to ask questions, to understand, as Mr. Azevedo stated this is incredibly complex.

Further discussion is held regard the following items:

- Relationship between the County and Zone 3,
- Diverted water,
- Storage/Leasing storage,
- Potential for CVP water storage,
- When leasing can begin,
- Successorship,
- Selling options,
- Ground water,
- Project cost,
- Negotiating with the Bureau, and
- When negotiation can start.

Comments received by Messrs King, Urkov, Rominger, Evans, Azevedo, and Supervisors Boes and Wilson, Mses Traynham, Tyler, Dunn, Meeker and Supervisor Smith.

Chair Smith adjourned the meeting at 3:05 p.m. to reconvene in Regular Session on April 22, 2025 at the hour of 9:00 a.m.

_____
Daurice Smith, Chairman

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

_____
Ann Nordyke, Chief Deputy Clerk

Attachment: 04-16-25 Joint Meeting Minutes [Revision 1] (10494 : Approve the April 16 Special Meeting and April 22, 2025 Regular Meeting

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COLUSA COUNTY
BOARD OF SUPERVISORS

Minutes

April 22, 2025

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

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 22nd day of April 2025 at the hour of 9:00 a.m. Present: Supervisors Janice A. Bell, J. Merced Corona, Randy Wilson, Kent S. Boes and Daurice K. Smith.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Mr. White announces Friends of the Colusa County Free Library Wine Tasting event on May 3, 2025.

REPORT OUT OF APRIL 8, 2025 CLOSED SESSION

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

2. LIABILITY CLAIM-California Government Code section 54956.95. Claimants: Ryan Alan Dearman. Agency claimed against: Colusa County, Sheriff, District Attorney's Office. Counsel states direction given to staff with no reportable action.

3. CLOSED SESSION: PUBLIC EMPLOYMENT-California Government Code 54957(b). Title: Director of Public Works/Director of Airport Operations. Counsel states direction given to staff with no reportable action.

4. CLOSED SESSION: PUBLIC EMPLOYMENT-California Government Code 54957(b). Title: County Administrative Officer. Counsel states direction given to staff with no reportable action.

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

Attachment: 04-22-25 Minutes (10494 : Approve the April 16 Special Meeting and April 22, 2025 Regular Meeting Minutes)

1. CLOSED SESSION: PUBLIC EMPLOYMENT
California Government Code 54957(b). Title: Director of Public Works/Director of Airport Operations.

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

I. STAFF REPORTS

Mr. Lanphier announces the Lights Festival is scheduled for this Saturday, April 26, 2025 at East Park Reservoir.

Ms. Allen updates the Board on the Migrant Center activities.

Ms. Edwards distributes information pertaining to landowner elections, a request to raise recording fees, Presidential Executive Order for elections, Election Results Accountability bill and responses from the Secretary of State regarding the Presidential Execute Order for elections. **(Handout on file in Clerk's offce)**

Ms. Tyler states we have some new technology being used today in the Board Chambers and that is a result of the elevator being shut down for its modernization. She further states we have to provide ADA access to the public therefore, a link is being used to the Board conference room for members of the public who cannot make it upstairs.

II. PROCLAMATION

1. Chair Smith makes time to adopt a Proclamation declaring the fourth Friday in April as Children's Memorial Flag Day throughout Colusa County in memory of children who have died by violence.

Comments received by Ms. Kelly.

Chair Smith reads the Proclamation into the record:

"PROCLAMATION OF THE COLUSA COUNTY BOARD OF SUPERVISORS DECLARING THE FOURTH FRIDAY IN APRIL AS CHILDREN'S MEMORIAL FLAG DAY THROUGHOUT COLUSA COUNTY IN MEMORY OF CHILDREN WHO HAVE DIED BY VIOLENCE

WHEREAS, throughout America, tragic cases of violence against children occur frequently and senselessly, destroying innocent lives and devastating families; and

WHEREAS, the people of Colusa County believe in the celebration of life, diversity and hope for the future through our children, and deplore and condemn acts of violence committed upon the children of our communities; and

WHEREAS, Colusa County CAPC (Community Advocates for Parents and Children) and the Colusa County Department Health and Human Services are committed to raising individual and public consciousness of the need to care for all our children and to honor young lives lost; and

WHEREAS, CAPC has acquired a Children's Memorial Flag from the Child Welfare League of America, which has become a recognizable symbol of the need to do a better job of protecting children, and which is sponsoring a national effort to memorialize child victims, and which has been adopted in other California communities.

Attachment: 04-22-25 Minutes (10494 : Approve the April 16 Special Meeting and April 22, 2025 Regular Meeting Minutes)

NOW, THEREFORE BE IT PROCLAIMED, that in memory of children who have died by violence, the County of Colusa does hereby proclaim the fourth Friday in April as Children's Memorial Day; and that the Children's Memorial Flag be flown on April 25th by the County of Colusa and that the Colusa County Board of Supervisors urge all citizens to increase their participation in efforts to prevent child abuse and child death, thereby strengthening the communities in which we live."

1. Adopt a Proclamation declaring the fourth Friday in April as Children's Memorial Flag Day throughout Colusa County in memory of children who have died by violence.

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

CONSENT AGENDA

Chair Smith makes time for Consent Items No.'s 1 through 16.

Ms. Tyler request Item No. 2 be pulled and considered separately.

Supervisor Bell request Item No. 4 be pulled and considered separately.

Chair Smith so directs.

Approve Consent Items No.'s 1, 3 and 5 through 16.

1. BOARD OF SUPERVISORS

Approve the April 8, 2025 Regular meeting Minutes.

3. APPOINTMENT/EMERGENCY MEDICAL GROUND TRANSPORTATION CITIZENS ADVISORY COMMITTEE

Reappoint Gumercindo Salazar Jr. (Dist. 2) to the Emergency Medical Ground Transportation Citizens Advisory Committee effective April 12, 2025 through April 11, 2027. **(Application received: Gumercindo Salazar Jr.)**

5. MIGRANT HOUSING

Adopt **Resolution No. 25-012** concerning the FY 2025-2027 Operation and Maintenance contract (#25-OMS-18601) with the **State of California Department of Housing and Community Development** authorizing the County Administrative Officer to execute the contract and any amendments thereto for the Williams Migrant Center.

6. HEALTH AND HUMAN SERVICES

Approve Contract No. **C25-044** a Sub-Recipient Agreement with **Glenn County** for Emergency Solutions Grant Funds effective November 1, 2024, and authorize County Administrative Officer to sign.

7. PURCHASING AND PROCUREMENT/PUBLIC WORKS

Adopt **Resolution No. 24-013** declaring Vehicles/Equipment from the Public Works Department as surplus county property and authorize the Purchasing Agent to dispose of same.

Attachment: 04-22-25 Minutes (10494 : Approve the April 16 Special Meeting and April 22, 2025 Regular Meeting Minutes)

8. PURCHASING AND PROCUREMENT/IT

Approve Purchase Order No. 40803242025 with Carahsoft Technology Corp. for the annual license renewal of Carbon Black Software in the amount of $15,023.68 and authorize the Purchasing Agent to sign the purchase order.

9. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

Approve Contract No. **C25-045** 2nd Amendment to the **Mental Health Oversight and Accountability Commission (MHSOAC**) grant agreement in order to extend the term date to December 31, 2026 and to recognize that the MHSOAC has been renamed the Behavioral Health Services Oversight and Accountability Commission (BHSOAC).

10. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

Approve Contract No. **C25-046** with **Tri Counties Community Action Partnership** to provide County with Full Service Partnership (FSP) coordination services for individuals who are enrolled in the FSP program, effective May 1, 2025.

11. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

Approve Contract No. **C25-047** Amendment No. 1 to the **CalMHSA Inter-Member Transfers Participation Agreement** for foster children who are placed outside of their county of original jurisdiction to access specialty mental health services, effective June 30, 2025.

12. PURCHASING AND PROCUREMENT/DHHS

Approve Contract No. **C25-048** 7th Modification with **Fiscal Experts, Inc** for a web-based time-study application known as Time Study Buddy, effective April 22, 2025.

13. PURCHASING AND PROCUREMENT/SHERIFF'S OFFICE/ANIMAL CONTROL

Approve Contract No. **C25-049** 2nd Modification with **Yuba Sutter SPCA, Inc.** for spay/neutering and vaccination services, effective May 1, 2025.

14. PURCHASING AND PROCUREMENT/DHHS

Approve Contract No. **C25-050** a Training Services Agreement with the **University of California Davis** for state-mandated staff training for Eligibility Worker staff.

15. PURCHASING AND PROCUREMENT/DHHS

Approve Contract No. **C25-051** a Training Services Agreement with the **University of California Davis** for state-mandated staff training for Child Welfare Services social worker staff.

16. TREASURER

Accept March 2025 Treasury Monthly Investment Report as presented.

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

Chair Smith makes time for Consent Item No. 2.

Attachment: 04-22-25 Minutes (10494 : Approve the April 16 Special Meeting and April 22, 2025 Regular Meeting Minutes)

Ms. Tyler states after the posting of the April 22, 2025 Agenda the Clerks received an application from Heath Krug and request the Supervisors to take the application under consideration. She further states the Clerk has provided you a copy of the application.

Mr. Stout states these appointments are for an advisory group that deals with land use approvals and the information is public so he doesn't see any conflict.

APPOINTMENT/AIRPORT ADVISORY COMMITTEE

1. Continue appointment of Benjamin Carter to fill an unexpired term on the Airport Advisory Committee. Further, reaffirm the following appointments to fix the expiration date of the terms

S. Williams Abel term ending September 7, 2026
David Myers term ending September 4, 2028
Gene Muir term ending September 4, 2028
Mike West term ending September 6, 2027
Toby Reading term ending September 7, 2026
John Hamill term ending September 1, 2025

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

Chair Smith makes time for Consent Item No. 4.

BOARD OF SUPERVISORS

4. Approve out of State travel for Supervisor Boes to attend 2025 NACo Western Interstate Region (WIR) Conference in Pennington County, South Dakota, May 21-23, 2025.

Comments received by Ms. Tyler.

RESULT:	**DEFEATED [2 TO 3]**
MOVER:	Smith
SECONDER:	Boes
AYES:	Boes, Smith
NAYS:	Wilson, Corona, Bell

IV. HUMAN RESOURCES

1. Adopt a resolution certifying this appointment is necessary to fill a critically needed position before the 180 days have passed since retirement. **Further**, approve the appointment of a temporary, Extra Help PERS Annuitant for the District Attorney's Office as a DA Chief Investigator (TPT, MGS Range 10, Step 15, $69.30 per hour), effective May 1, 2025, not to exceed 960 hours in a fiscal year and 28 hours per week.

RESULT:	**PULLED**

Attachment: 04-22-25 Minutes (10494 : Approve the April 16 Special Meeting and April 22, 2025 Regular Meeting Minutes)

2. Authorize a Temporary PERS Annuitant/Extra Help position of Work Crew Supervisor, TPT, $26.06 per hour, effective April 23, 2025, through April 22, 2027, as needed until the end of fiscal year 24/25.

Comments received by Ms. Rhodes, Mr. Rogers and Ms. Tyler.

RESULT:	**ADOPTED [4 TO 1]**
MOVER:	Corona
SECONDER:	Bell
AYES:	Wilson, Corona, Smith, Bell
NAYS:	Boes

V. COMMUNITY DEVELOPMENT DEPARTMENT/PLANNING UNIT

1. Presentation on the 2024 General Plan Annual Progress Report.

Comments received by Ms. Fowler.

VI. PURCHASING AND PROCUREMENT/SHERIFF'S OFFICE/JAIL

1. Ratify Change Order Numbers as follows:

CCDTF3 **C25-052** CCDTF6 **C25-055** CCDTF9 **C25-058**
CCDTF4 **C25-053** CCDTF7 **C25-056**
CCDTF5 **C25-054** CCDTF8 **C25-057**

with **Clark & Sullivan and Broward Builders, Inc.** for Construction of the Colusa County Detention and Treatment Facility.

Comments received by Ms. Tyler, Asst. Sheriff Bradwell and Ms. Carden.

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

2. Approve Contract No. **C25-059** with **Consolidated Engineering, Inc.** for the asphalt project at the Sheriff's Office located at 929 Bridge St., Colusa.

Comments received by Ms. Tyler and Asst. Sheriff Bradwell.

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

VII. COUNTY ADMINISTRATIVE OFFICE

1. Approve FY24/25 Revenue and Appropriations Inter-Budget Adjustment No. IB-017, IB-018, IB-019, IB-020 and IB-021. **(4/5th vote required)**

Comments received by Ms. Tyler.

Attachment: 04-22-25 Minutes (10494 : Approve the April 16 Special Meeting and April 22, 2025 Regular Meeting Minutes)

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

VIII. BOARD OF SUPERVISORS

1. Approve letter of support for a new Police Department facility to Congressmen Doug LaMalfa.

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

IX. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Boes

Meetings/functions attended:

- Budget Ad-Hoc meeting
- Napa Correctional Facility Tour
- Westside Aggregate Project meeting
- CSAC Child Care Working Group
- Rancho Colus Ribbon Cutting
- Zone 3 Joint Special meeting
- Williams City Council meeting
- Arbuckle Golf Course Easter Egg Hunt

Supervisor Wilson

Meetings/functions attended:

- Met with Sites Authority and JPA members
- Met with Rep from Westside Aggregate regarding Sand Creek Project
- Zone 3 Joint Special meeting
- Met with Constituents regarding roads and tree trimming issues
- Met with Maxwell Unified Superintendent regarding Sites issues
- Met with Rep from Maxwell Parks and Recreation regarding Maxwell General Plan

Supervisor Corona

Meetings/functions attended:

- CAP Board meeting
- Judged 6th grade Film Festival for Arbuckle Junior High
- Zone 3 Joint Special meeting
- Rancho Colus Ribbon Cutting
- United Way Fundraiser
- Sierra Sac EMS JPA meeting
- Behavioral Health Advisory Council meeting
- Constituent calls regarding road conditions, public utility fees and Road Department Grant writer
- Toured the new Jail Construction Project

Attachment: 04-22-25 Minutes (10494 : Approve the April 16 Special Meeting and April 22, 2025 Regular Meeting Minutes)

Supervisor Bell
Meetings/functions attended:
- CAPC Wear Blue 4 Kids Event
- CAPC Family Fair
- Met with several Department Heads regarding issues or projects within their Departments
- United Way Silver Soiree
- Rancho Colusa Ribbon Cutting and tour
- CalPERS Retiree Town Hall
- Zone 3 Joint Special meeting
- Colusa-Glenn Trinity Community Action Partnership Board of Directors meeting
- Cut weeds in a County right of way for a resident
- Highway 45 cleanup for Adopt-a-Highway area
- NCWA Earth Day celebration at Llano Seco Rancho
- Joint Colusa and Glenn Groundwater Authority meeting
- Correspondence with constituents on various issues and supported fundraiser and donated to Easter celebrations

Supervisor Daurice
Meetings/functions attended:
- Zone 3 Joint Special meeting
- Budget Ad-Hoc meeting
- Rancho Colus Ribbon Cutting
- Sites Reservoir Tour
- Agenda Review
- Met with Sites Authority and JPA members
- Constituents calls regarding flight path of planes for airport

X. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Chair Smith states AB445 by Curry is coming out which is specifically for Colusa County granting additional liquor licenses especially for the Colusa Indian Community.

Ms. Tyler states the Budget Ad-Hoc will be meeting today to approve the budget instructions.

Chair Smith declares a recess at 10:30 a.m. to convene in Closed Session.

XI. CLOSED SESSION/COUNTY COUNCIL

1. CLOSED SESSION: PUBLIC EMPLOYMENT
California Government Code 54957(b). Title: Director of Public Works/Director of Airport Operations.

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

Chair Smith adjourned the meeting at 11:42 a.m. to reconvene in Regular Session on May 6, 2025 at the hour of 9:00 a.m.

Attachment: 04-22-25 Minutes (10494 : Approve the April 16 Special Meeting and April 22, 2025 Regular Meeting Minutes)

_____
Daurice K. Smith, Chair

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

BY_____
Patricia Rodriguez, Deputy Clerk

Attachment: 04-22-25 Minutes (10494 : Approve the April 16 Special Meeting and April 22, 2025 Regular Meeting Minutes)

COUNTY OF COLUSA, CA

2.2

Request For County Board of Supervisors Action

MEETING DATE: May 6, 2025

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: Appoint Jeremiah Karlonas to the Williams Fire Protection District to fill an unexpired term effective May 6, 2025 through July 17, 2027. (Application Received: Jeremiah Karlonas)

Appoint Jeremiah Karlonas to the Williams Fire Protection District to fill an unexpired term effective May 6, 2025 through July 17, 2027. (Application Received: Jeremiah Karlonas)

Detailed Description/Background of request

Staff received a resignation letter from Mr. Turner on March 18, 2025. Mr. Karlonas is seeking an appointment to the Williams Fire Protection District and if appointed, he will serve an unexpired term effective May 6, 2025 through July 17, 2027. Pursuant to the Health and Safety Co.13843 states that each member shall serve a four year term or until his or her successor qualifies and takes office.

Mr. Karlonas meets the qualifications set forth by California Health and Safety Code No. 13841 which states that each member "shall be a resident of the district". Additionally, per California Government Code section 54973 the (Maddy Act) was published in the newspaper of local circulation on December 20, 2024.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send notice of reappointment and oath of office to: Jeremiah Karlonas, PO Box 866, Williams, CA 95987. Send a copy of appoint letters to the Williams Fire Protection District, Attn: Jeff Gilbert, PO Box 755, Williams, CA 95987.

ATTACHMENTS:

- Application from Jeremiah Karlonas (PDF)
- Notice of Vacancy Williams Fire Protection District (PDF)

Patricia Rodriguez

From: noreply@civicplus.com
Sent: Wednesday, April 9, 2025 8:08 AM
To: Colusa County Board Clerk; Tiffany Jorgensen; Patricia Rodriguez
Subject: Online Form Submittal: Colusa County Board of Supervisors Application to Fill a Vacancy

Warning: Unusual sender <noreply@civicplus.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Colusa County Board of Supervisors Application to Fill a Vacancy

UPON COMPLETION PRESS SUBMIT OR RETURN TO:

Clerk to the Board of Supervisors 547 Market Street, Suite 102 Colusa, CA 95932
(530) 458-0508 boardclerk@countyofcolusaca.gov

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:	Williams Fire Protection District
NAME OF APPLICANT:	Jeremiah Karlonas
LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:	
Address1	2314 East Camp Rd.
Address2	P.O. Box 866
City	Williams
State	California
Zip	95987
PHONE:	530-908-0583
E-MAIL:	karlonas@aol.com
SUPERVISORIAL DISTRICT:	3
LIST ANY QUALIFICATIONS AND/OR REASONS YOU WISH TO SERVE ON THIS COMMITTEE:	I live in the district and would like to be involved on the board. I have been in the fire service for 20 years and believe I could be a good asset to the community and department.

Attachment: Application from Jeremiah Karlonas (10486 : Appointment to the Williams Fire Protection District)

Notice of Vacancy

Notice is hereby given that the Colusa County Board of Supervisors is soliciting applications to fill a vacancy for an unexpired term ending July 17, 2027 for the following:

1 Vacancy – Williams Fire Protection District

If you are interested in applying or would like more information about this position please contact:

Clerk to the Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932
(530) 458-0508
boardclerk@countyofcolusaca.gov

Applications are also available on the Internet at
www.countyofcolusaca.gov

03/28/2025 · CCPR

COUNTY OF COLUSA, CA 2.3

Request For County Board of Supervisors Action

MEETING DATE: May 6, 2025

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: Approve the Certification Statement regarding the Composition of the Local Child Care Planning Council (LPC).

Approve the Certification Statement regarding the Composition of the Local Child Care Planning Council (LPC).

Detailed Description/Background of request

The Local Child Care Planning Council (LPC) of Colusa County requests the County Board of Supervisors review, approve, and sign the Certification Statement regarding composition of the LPC Membership CD-3020 form for 2024-2025. The Local Child Care Planning Council of Colusa County is required by the California Department of the Education and California Education Code section 8499.3 to obtain an approval signature from an authorized County Board of Supervisors representative.

Prior Board Action

Approved 2022-2023 Certification Statement Regarding Composition of LPC Membership form CD-3020 on March 14, 2023.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send Signed Certification Statement to the Local Child Care Planning Council, Attn: Joseph Moye, 345 Fifth Street, Suite B Colusa, CA 95932.

ATTACHMENTS:

- Certification Statement for LPC Composition (PDF)

California Health & Human Services Agency | California Department of Social Services

CERTIFICATION STATEMENT REGARDING COMPOSITION OF LPC MEMBERSHIP

Due Annually on March 15
Return to: lpc@dss.ca.gov

COUNTY NAME Colusa County	
COUNTY LPC COORDINATOR Abigael Galvez Rubio	COORDINATOR EMAIL agrubio@ccoe.net

Membership Categories:

20% Consumers (Defined as a parent or person who receives, or who has received within the past 36 months, child care services.)

NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER -
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION

Attachment: Certification Statement for LPC Composition (10480 : Approve the Local Childcare Planning Council (LPC) Certification)

NAME OF REPRESENTATIVE		
ADDRESS		PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION	
NAME OF REPRESENTATIVE		
ADDRESS		PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION	
NAME OF REPRESENTATIVE		
ADDRESS		PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION	
NAME OF REPRESENTATIVE		
ADDRESS		PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION	
NAME OF REPRESENTATIVE		
ADDRESS		PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION	
NAME OF REPRESENTATIVE		
ADDRESS		PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION	

Attachment: Certification Statement for LPC Composition (10480 : Approve the Local Childcare Planning Council (LPC) Certification)

20% Child Care Providers (Defined as a person who provides child care services or represents persons who provide child care services.)

NAME OF REPRESENTATIVE Maria Rivas	
ADDRESS 1008 White Oak Dr. Williams, CA 95987	PHONE NUMBER (530) 908-2739
APPOINTMENT DATE 01/17/2023	APPOINTMENT DURATION 3 Year Duration
NAME OF REPRESENTATIVE Andrea Navarro	
ADDRESS 697 G St. Williams, CA 95987	PHONE NUMBER
APPOINTMENT DATE 02/28/2023	APPOINTMENT DURATION 3 Year Duration
NAME OF REPRESENTATIVE Raj Samra	
ADDRESS 39839 County Road 17A Woodland, CA 95965	PHONE NUMBER
APPOINTMENT DATE 09/12/2023	APPOINTMENT DURATION 3 Year Duration
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION

Attachment: Certification Statement for LPC Composition (10480 : Approve the Local Childcare Planning Council (LPC) Certification)

NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION

Attachment: Certification Statement for LPC Composition (10480 : Approve the Local Childcare Planning Council (LPC) Certification)

20% Public Agency Representative (Defined as a person who represents a city, county, or local education agency.)

NAME OF REPRESENTATIVE Maria Ayala	
ADDRESS 345 5th St Colusa, CA 95932	PHONE NUMBER (530) 458-0350
APPOINTMENT DATE 08/06/2024	APPOINTMENT DURATION 3 Year Duration
NAME OF REPRESENTATIVE Jaynae Grass	
ADDRESS 251 E. Webster Street	PHONE NUMBER (530) 452-0293
APPOINTMENT DATE 02/05/2025	APPOINTMENT DURATION 3 Year Duration
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER -
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION

Attachment: Certification Statement for LPC Composition (10480 : Approve the Local Childcare Planning Council (LPC) Certification)

NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION

Attachment: Certification Statement for LPC Composition (10480 : Approve the Local Childcare Planning Council (LPC) Certification)

20% Community Representative (Defined as a person who represents an agency or business that provides private funding for child care services, or who advocates for child care services through participation in civic or community-based organizations but is not a child care provider or CDE funded agency representative.)

NAME OF REPRESENTATIVE Kim Owens	
ADDRESS 812 King St. Arbuckle, CA 95932	PHONE NUMBER (530) 476-0822
APPOINTMENT DATE 03/24/2022	APPOINTMENT DURATION 3 Year Duration
NAME OF REPRESENTATIVE Dawn Gonzalez	
ADDRESS 519 Jay St. Colusa, CA 95932	PHONE NUMBER (530) 948-5084
APPOINTMENT DATE 01/17/2023	APPOINTMENT DURATION 3 Year Duration
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION

Attachment: Certification Statement for LPC Composition (10480 : Approve the Local Childcare Planning Council (LPC) Certification)

NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION

Attachment: Certification Statement for LPC Composition (10480 : Approve the Local Childcare Planning Council (LPC) Certification)

20% Discretionary Appointees (Appointed from any of the above categories or outside of these categories at the discretion of the appointing agencies.)

NAME OF REPRESENTATIVE Pam Niehues	
ADDRESS PO BOX 1005 Colusa, CA 95932	PHONE NUMBER (530) 277-5575
APPOINTMENT DATE 05/17/2023	APPOINTMENT DURATION 3 Year Duration
NAME OF REPRESENTATIVE Robin Diaz	
ADDRESS 50 Wintun Colusa CA 95932	PHONE NUMBER (530) 458-6550
APPOINTMENT DATE 07/23/2024	APPOINTMENT DURATION 3 Year Duration
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER -
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION

Attachment: Certification Statement for LPC Composition (10480 : Approve the Local Childcare Planning Council (LPC) Certification)

NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION

Attachment: Certification Statement for LPC Composition (10480 : Approve the Local Childcare Planning Council (LPC) Certification)

Authorized Signatures

We hereby verify as the authorized representatives of the county board of supervisors (CBS), the county superintendent of schools (CSS), and the Local Child Care and Development Planning Council (LPC) chairperson that as of _____, the above identified individuals meet the council representation categories as mandated in AB 131 (Chapter 116, Statutes 2021; Welfare and Institutions Code Section 260). Further, the CBS, CSS, and LPC chairperson verify that a good faith effort has been made by the appointing agencies to ensure that the ethnic, racial, and geographic composition of the LPC is reflective of the population of the county.

Authorized Representative – County Board of Supervisors

SIGNATURE	DATE	PHONE NUMBER

Authorized Representative – County Superintendent of Schools

SIGNATURE	DATE	PHONE NUMBER
Michael P. Wolf	3.5.2025	530-458-0310

Local Child Care Planning Council Chairperson

SIGNATURE	DATE	PHONE NUMBER
[signature]	3-19-2025	530-277-5575

Attachment: Certification Statement for LPC Composition (10480 : Approve the Local Childcare Planning Council (LPC) Certification)

COUNTY OF COLUSA, CA

2.4

Request For County Board of Supervisors Action

MEETING DATE: May 6, 2025

DEPARTMENT: Board of Supervisors

FROM: Patricia Rodriguez

SUBJECT: **Appoint Gary Evans (Dist. 4) to the Cypress Hill Cemetery District, effective May 6, 2025 through May 5, 2028. (Application received: Gary Evans)**

Appoint Gary Evans (Dist. 4) to the Cypress Hill Cemetery District, effective May 6, 2025 through May 5, 2028. **(Application received: Gary Evans)**

Detailed Description/Background of request

Mr. Evans has submitted an application to be appointed to the Cypress Hill Cemetery District to serve a 4-year term effective May 6, 2025 through May 5. 2028.

Mr. Evans meets the requirements set by the Health and Safety Code 9022 requiring the Trustee to be a voter within the District. Additionally, this vacancy was advertised in the newspaper of local circulation per California Government Code section 54973 (Maddy Act) on December 20, 2024.

Prior Board Action

N/A

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send notice of appointment and oath of office to Gary Evans PO Box 10, Stonyford, CA 95979 and the Cypress Hill Cemetery District office. Update Access database, Committee book and scan into Laserfiche.

ATTACHMENTS:

- Application from Gary Evans (PDF)

COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY

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

Office Use Only
Date Stamp
RECEIVED
APR 25 2025
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:
CYPRESS HILL CEMETARY DISTRICT

NAME OF APPLICANT:
GARY J. EVANS

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:
P.O. BOX 10 / 2636 STONYFORD-Lodoga
STONYFORD, CA 95979

CITY: STONYFORD

PHONE: 530 570-1908

E-MAIL: N/A

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

1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☐ **Notes:**

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

I WOULD LIKE TO RETURN TO THIS DISTRICT BOARD AS THERE ARE CURRENTLY OPENINGS. I SERVED ON THIS BOARD PRIOR TO MY TENURE AS DIST 4 COUNTY SUPERVISOR. I HAD SERVED ON THIS BOARD FROM THE TIME OF MY FATHERS DEATH (WHO WAS A BOARD MEMBER) IN 1976 TO 2004.

THANK YOU FOR YOUR CONSIDERATION

Gary J Evans

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

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

Attachment: Application from Gary Evans (10504 : Appointment to the Cypress Hill Cemetery District)

COUNTY OF COLUSA, CA

2.5

Request For County Board of Supervisors Action

MEETING DATE: May 6, 2025

DEPARTMENT: Health and Human Services

FROM: Kirill Obraztsov

SUBJECT: **Approve State of California Grant Agreement Amendment No. 22-11296 A1 with the California Department of Public Health (CDPH) for implementation of the California Public Health Workforce Career Ladder Education and Development Program, effective February 1, 2022, through June 30, 2026.**

Approve State of California Grant Agreement Amendment No. 22-11296 A1 with the **California Department of Public Health (CDPH)** for implementation of the California Public Health Workforce Career Ladder Education and Development Program, effective February 1, 2022, through June 30, 2026.

Detailed Description/Background of request

The Department of Health and Human Services (DHHS) Public Health Unit was awarded grant funding for implementation of California Public Health Workforce Career Ladder Education and Development Program.

The purpose of this funding is to promote career development for employees in a Public Health field and establish reimbursement of 15-100%, depending on number of staff signing up, for Master's Degrees in fields relevant to Public Health activities.

The grant's funding period is February 1, 2023, through June 30, 2026. So far, DHHS has been able to reimburse several employees for the costs associated with their education, trainings, and provide several training opportunities to staff utilizing this grant.

The amendment increases the funding from $124,570.00 to $258,570.00

Prior Board Action

C23-119 approved on 6/20/2023

Fiscal Impact/Funding Source

No impact to County General Fund as this is a revenue agreement. Expected revenues over the course of the grant program are increased by $134,000.00, to the total of $258,570.00.

Action for the Clerk
Please email the amendment to Eva Castro @ CDPH: Eva.Castro@cdph.ca.gov.
Please cc Kirill Obraztsov in the communication with CDPH.

ATTACHMENTS:

- 22-11296 Colusa Career Grant C23-119 (PDF)
- 22-11296 A1 Colusa CDPH 1229A Grant Agreement Amendment (PDF)

C23-119

California Public Health Workforce Career Ladder Education and Development Program

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

County of Colusa, hereinafter "Grantee"

Implementing the "California Public Health Workforce Career Ladder Education and Development Program," hereinafter "Project"

GRANT AGREEMENT NUMBER 22-11296

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

AUTHORITY: The Department has authority to grant funds for the Projects from 2022-2023 State Budget Act (AB 179, Chapter 249, Statutes of 2022).

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to provide

Grantee shall provide CDPH with an annual report of how Grant funds were ultimately spent. The report shall be due no later than 30 days after the end of each Calendar Year (December 31). CDPH reserves to right to postpone or withhold payment for each additional Grant year funding pending receipt and/or review of the annual report

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of $124,570.00 (One Hundred Twenty-Four Thousand Five Hundred Seventy Dollars and Zero Cents)

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on February 1st, 2022, and terminates on June 30th, 2026]. No funds may be requested or invoiced for services performed or costs incurred after June 30th, 2026.

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

California Department of Public Health	**Grantee: County of Colusa**
Name:Kristen Guerrero	Name: Ted Mamoulelis

Attachment: 22-11296 Colusa Career Grant C23-119 (10478 : Career Ladder Grant Agreement Amendment with CDPH)

Address: 1615 Capitol Ave.	Address: 251 E. Webster St.
City, ZIP: Sacramento, CA	City, ZIP: Colusa CA 95932
Phone: 916-719-5784	Phone: (530) 458-0359
E-mail: Kristen.guerrero@cdph.ca.gov	E-mail: ted.mamoulelis@countyofcolusa.com

Direct all inquiries to the following representatives:

California Department of Public Health	**Grantee: County of Colusa**
Attention: Kristen Guerrero	Attention: Ted Mamoulelis
Address 1615 Capitol Ave.	Address: 251 E. Webster St
City, Zip Sacramento, CA	City, Zip: Colusa CA 95932
Phone 916-719-5784	Phone: (530) 458-0359
E-mail Kristen.guerrero@cdph.ca.gov	E-mail: ted.mamoulelis@countyofcolusa.com

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

Remittance Address
Grantee: County of Colusa
Attention "Cashier": Christine Fusaro
Address: 251 E. Webster St
City, Zip: Colusa CA 95932
Phone: (530) 458-0870
E-mail: Christine.fusaro@countyofcolua.com

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

Attachment: 22-11296 Colusa Career Grant C23-119 (10478 : Career Ladder Grant Agreement Amendment with CDPH)

C23

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A GRANT APPLICATION

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D REQUEST FOR APPLICATION (RFA)

Exhibit E ADDITIONAL PROVISIONS

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

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

Executed By:

Date: 6/20/23

Kent Boes, Colusa County Board of Supervisor Chair
547 Market St, Suite 102
Colusa CA 95932

Timothy Bow

Digitally signed by Timothy Bow
Date: 2023.06.26 15:17:03 -07'00'

Date: _____

Tim Bow, Procurement Officer
California Department of Public Health
1615 Capitol Avenue,
Sacramento, CA 95899-7377

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

By _____, Deputy

Attachment: 22-11296 Colusa Career Grant C23-119 (10478 : Career Ladder Grant Agreement Amendment with CDPH)

Exhibit A
Frant Application

C23-119

California Department of Public Health
MEMORANDUM

DATE: May 1, 2023

TO: Colusa County Department of Health and Human Services

FROM: California Department of Public Health

SUBJECT: Notice of Award California Public Health Workforce Career Ladder and Education (PH-Career Ladder) Program

In December 2022, the California Department of Public Health (CDPH) released the Career Ladder Funding Application in accordance with funding appropriated in the 2022 State Budget Act (AB 179, Chapter 249, Statutes of 2022) to create the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder).

The purpose of this memo serves as a notice of award granted to Colusa County, for the applicant's PH-Career Ladder Program Project #1, for the total amount of $124,570.

Summary of Awarded Project(s):

Project #1
Colusa Staff Education and Growth, Priority #1.

Scope of Work:
Tuition Reimbursement 15-100% depending on number of staff signing up. Staff attaining Master's degrees in fields relevant to Public Health activities.

Awarded Funds:
FY 22/23: $50,000
FY 23/24: $57,525

Project #1
Colusa Staff Education and Growth, Priority #1.

Scope of Work:
Educational Supply Reimbursement.

Awarded Funds:
FY 22/23: $0
FY 23/24: $13,275

Project #1
Colusa Staff Education and Growth, Priority #1.

Attachment: 22-11296 Colusa Career Grant C23-119 (10478 : Career Ladder Grant Agreement Amendment with CDPH)

C23-119

Scope of Work:
Professional Certification Fees associated with education, and certification.

Awarded Funds:
FY 22/23: $2000
FY 23/24: $1,770

Funding Schedule:
Funding can be requested via invoice to CDPH's Project Representative at the beginning of each Fiscal Year (FY), according to the payment schedule below:

FY 22/23	$52,000
FY 23/24	$72,570
FY 24/25	$0
FY 25/26	$0
TOTAL	$124,570

Funding Terms
The grant's funding period will be February 1, 2023 through June, 30, 2026. The first year of funding is available for encumbrance or expenditure until June 30, 2024, to provide time to ramp up the program. Subsequent annual allocations must be expended within their respective fiscal year.

Reporting and Evaluation Requirements
CDPH will assess awarded LHJs' expenditure progress in December 2024, at which point CDPH will determine whether unused funds will need to be redirected to other LHJs or regional or collaborative workforce development efforts. CDPH will engage CHEAC, CCLHO/HOAC, and SEIU California during this assessment process, seeking to maximize awarded funds to LHJs.

CDPH requires awarded LHJs to report annually on the use of the funds and activities conducted. At a minimum, LHJs will be required to report:

- The number of individuals participating in eligible educational pursuits.
- Summary of types of credentials and skills attained through the program.
- Number of employees hired to provide coverage for employees attaining educational opportunities.

Local Health Jurisdiction's Project Representative:

Grantee: Colusa County
Name: Ted Mamoulelis
Address: 251 E. Webster St
City, ZIP: Colusa CA 95932
Phone: (530) 458-0359
E-mail: ted.mamoulelis@countyofcolusa.com

Attachment: 22-11296 Colusa Career Grant C23-119 (10478 : Career Ladder Grant Agreement Amendment with CDPH)

County of Colusa
Agreement # 22-11296

C23-119

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon execution of the Grant and at the beginning of each State Fiscal Year (FY) (July 1), Grantee may submit a single invoice for each FY consistent with the table below for a total amount not to exceed the total amount specified on the CDPH 1229 Grant Agreement.

Grant Fiscal Year	Amount
2022/2023*	$52,000.00
2023/2024	$72,570.00
2024/2025	
2025/2026	
Total	$124,570.00

*The first year of funding is available for encumbrance or expenditure until June 30, 2025, to provide time to ramp up the program.

B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than monthly in arrears to:

Kristen Guerrero
California Department of Public Health
Directors Office
1615 Capitol Ave.
Sacramento, CA 95814
Kristen.guerrero@cdph.ca.gov

C. Invoices shall:

1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
2) Bear the Grantee's name as shown on the Grant.
3) Identify the billing and/or performance period covered by the invoice.
4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State

Attachment: 22-11296 Colusa Career Grant C23-119 (10478 : Career Ladder Grant Agreement Amendment with CDPH)

Exhibit B
Budget Detail and Payment Provisions

C23-119

shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

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

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

Attachment: 22-11296 Colusa Career Grant C23-119 (10478 : Career Ladder Grant Agreement Amendment with CDPH)

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained

2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.

3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.

4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.

5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.

6. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.

7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

Attachment: 22-11296 Colusa Career Grant C23-119 (10478 : Career Ladder Grant Agreement Amendment with CDPH)

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.

12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.

13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.

14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

    A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
    B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
    C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
    D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
    E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

Attachment: 22-11296 Colusa Career Grant C23-119 (10478 : Career Ladder Grant Agreement Amendment with CDPH)

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: (This provision does not apply to Local Governmental Entities)

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).

B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):

1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.

2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.

3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

Attachment: 22-11296 Colusa Career Grant C23-119 (10478 : Career Ladder Grant Agreement Amendment with CDPH)

4) For publications other than those described inparagraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Attachment: 22-11296 Colusa Career Grant C23-119 (10478 : Career Ladder Grant Agreement Amendment with CDPH)

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

TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

GAVIN NEWSOM
Governor

LHJ-L 22-01

Date: December 1, 2022

To: California Local Health Jurisdictions (LHJs)

From: California Department of Public Health

Re: California Public Health Workforce Career Ladder Education and Development Program Application Guidance and Templates

I. Overview

This Local Health Jurisdiction Letter (LHJ-L) provides Local Health Jurisdictions (LHJs) with an overview of funding appropriated in the 2022-2023 State Budget Act (AB 179, Chapter 249, Statutes of 2022) to create the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder) and the process for applying for these funds.

Career Ladder Education and Development Program applications must be submitted to CDPH Director's Office (DO) by **January 31, 2023** via email to Susan.Fanelli@cdph.ca.gov with a cc to Kristen.Guerrero@cdph.ca.gov.

The Director's Office, in collaboration with the County Health Executives Association of California (CHEAC), California Conference of Local Health Officers/Health Officers Association of California (CCLHO/HOAC) and Service Employees International Union California (SEIU), will review all applications submitted by LHJs and determine funding awardees and amounts.

Of the $75.6 million Public Health Equity and Readiness Opportunity (HERO) Initiative investments, $12.8 million ($3.2 million per year, over four years) has been allocated for California Public Health Workforce Career Ladder Education Development Program to support state and local workforce retention.

This application opportunity will cover the entire four years of the PH-Career Ladder Program, covering fiscal years 2022-23 to 2025-26. The first year of funding is available for encumbrance or expenditure until June 30, 2025, to provide time to ramp up the program. Subsequent annual allocations must be expended within their respective fiscal year.

Attachment: 22-11296 Colusa Career Grant C23-119 (10478 : Career Ladder Grant Agreement Amendment with CDPH)

CDPH intends to provide 70 percent – $8.9m ($2.24 million per year) – to LHJs. CDPH will use the remaining 30 percent – $3.9m ($1.3 million per year) to support the CDPH workforce. Local Health Jurisdictions may apply to CDPH for grants to support education and training opportunities for incumbent employees within the governmental public health workforce. The purpose of these funds is to support worker upskilling to improve retention of the public health workforce and help incumbent workers develop their skills to meet future public health demands.

II. Eligible uses of funding

Eligible uses of funding shall include any of the following so long as it supports the public health workforce in a local health department:

- Providing stipends to eligible employees to offset the loss of compensation for up to 12 hours per work week for eligible educational pursuits. Stipends shall be up to $600 per week per eligible employee for up to 12 weeks per year. An individual can receive stipend payments each year of the program, for a total of 48 weeks. As such, funding in Year 1 will be limited to the included stipend amount and timeline.
- Hiring additional employees to support the goals of the program, such as covering employees while they participate in eligible educational pursuits.
- Reimbursing eligible employees for educational costs such as tuition, registration fees, or other related educational expenses when participating in eligible educational pursuits.
    - Allowable costs include but are not limited to continuing education for nurses and other disciplines, payment of licensure costs, examination fees, educational programs including certification and degree programs in public health, environmental health, or related fields such as social services or behavioral health, and wellness and trauma informed training.
    - Note: Loan repayments **are not** an eligible use of this funding.

Definitions

"Eligible employee" means a full or part-time employee within a local health department or the State Department of Public Health who has been employed by that entity for a minimum of one year. Staff hired during the first year of the PH-Career Ladder program (FY 2022-23) may be eligible to participate in subsequent years of the program.

"Eligible educational pursuits" includes any of the following:

(A) Educational programs at regionally accredited institutions in the public health field, such as nursing, microbiology, public health, public administration, epidemiology, lab science, and community health;

(B) Industry-recognized training programs related to the public health field;

Attachment: 22-11296 Colusa Career Grant C23-119 (10478 : Career Ladder Grant Agreement Amendment with CDPH)

(C) Continuing education units required to maintain an individual's license or certification; or

(D) Earn and learn programs, as defined in subdivision (q) of Section 14005 of the Unemployment Insurance Code, in the public health field. Eligible educational pursuits can be completed in person, online, or through hybrid training opportunities.

III. Local Health Jurisdiction Application Process

LHJs should provide a letter of interest to CDPH that will serve as the application, indicating how the jurisdiction will use the funds consistent with the purposes outlined above and a budget for the full 4-year term of funds (broken out by year). LHJs should follow the sample Letter of Intent (Attachment A). In addition, for each proposed project the LHJ must complete the Project Template (Attachment B).

LHJs may apply individually, as a region, or as a multi-LHJ applicant. LHJs choosing to apply as a regional or multi-LHJ applicant may also apply separately as long as there is no overlap in proposed activities. LHJs are also strongly encouraged to partner with respective labor organizations to promote the best use of these funds in supporting your workforce. CDPH cannot provide direct reimbursement to individuals employed by LHJs.

Submissions must include the following:

- Number of employees that will be served each year (this may include multi-year educational pursuits for an employee or different employees served in each year of the program).
- The proposed use of the funds, including itemized costs for each activity.
- The total amount requested.
- The total number of staff that will be included in each proposed activity.
- Description of how the various funding considerations listed below will be addressed by your planned activities.

Funding awards will be determined by CDPH in collaboration with CHEAC, CCLHO/HOAC, and SEIU California. When applying, LHJs should include a list of activities in priority order.

IV. Funding considerations will include:

- Diversity in geography and size of LHJ(s) applying, and proposed activities
- Total cost of each activity over 4-year timeframe
- Number of employees proposed to be served under each activity – cohorts vs. individual support
- Workforce gaps identified and how the activities will reduce the gaps (e.g., provide a copy of a needs assessment or other evidence of the workforce gaps that exist in the LHJ)

Attachment: 22-11296 Colusa Career Grant C23-119 (10478 : Career Ladder Grant Agreement Amendment with CDPH)

- Individual cost of each employee served
- Type of training/activity for upskilling employees and whether the LHJ has used an education/institutional partner for the training/activity (preference for public higher education entities and/or labor-management training entities that have experience training public sector employees)
- Timeline for use of the proposed funds
- How the activity builds on other federal, state, or local funding streams dedicated to workforce development
- Health Equity – how the proposed activity fosters diversity, equity, and inclusion in workforce development
- Opportunities for partnership between LHJs and the State (e.g., please contact Kristen Guerrero if you have an idea for partnering with the state)
- Jurisdictions with high vacancy rates and how upskilling addresses current and/or projected vacancies, and LHJ ability to learn and scale

LHJs are encouraged to limit administrative costs and if possible leverage other funding sources for both administrative costs and for items such as training platforms/software. Including these administrative and equipment costs in the proposed budget will drive up the cost per employee served and may make applications less competitive. The goal is to support development of as many staff as possible.

While individual award amounts are not yet determined, CDPH estimates that awards could range between $50,000 and $500,000 over the 4-year period, depending on the number of applications received. Other important information:

- There is no minimum award amount that may be requested.
- No LHJ will receive more than 30% of the total available funds.
- Funds will be disbursed to awarded LHJs on an annual basis at the beginning of each fiscal year.

V. Timeline

CDPH anticipates utilizing the following timeline for this program:

- October 2022: Information Released to LHJs
- November 7, 2022: LHJ Informational Webinar
- November 30, 2022: CDPH to Distribute Application Materials
- January 31, 2023: LHJ Applications Due to CDPH
- February – March 2023: Funding Awards Announced
- December 2024: CDPH Expenditure Assessment (see below)

Attachment: 22-11296 Colusa Career Grant C23-119 (10478 : Career Ladder Grant Agreement Amendment with CDPH)

VI. Reporting & Evaluation

CDPH will assess awarded LHJs' expenditure progress in December 2024, at which point CDPH will determine whether unused funds will need to be redirected to other LHJs or regional or collaborative workforce development efforts. CDPH will engage CHEAC, CCLHO/HOAC, and SEIU California during this assessment process, seeking to maximize awarded funds to LHJs.

CDPH will also require awarded LHJs to report annually on the use of the funds and activities conducted. At a minimum, LHDs will be required to report:

- The number of individuals participating in eligible educational pursuits
- Summary of types of credentials and skills attained through the program
- Number of employees hired to provide coverage for employees attaining educational opportunities

VII. Questions

Questions can be directed to Kristen Guerrero at Kristen.guerrero@cdph.ca.gov.

VIII. Attachments

- Attachment A: Career Ladder Education and Development Program Letter of Intent Template
- Attachment B: Career Ladder Education and Development Program: Project Overview Template

Attachment: 22-11296 Colusa Career Grant C23-119 (10478 : Career Ladder Grant Agreement Amendment with CDPH)

Attachment A
Career Ladder Education and Development Program: Letter of Intent

Place Template language on Jurisdiction Letterhead, determine need for paragraphs highlighted in red font and fill in as needed.

Date

To:
California Department of Public Health
Director's Office
Attention: Kristen Guerrero
MS 0500
P.O. Box 997377
Sacramento, CA 95899-7377

RE: APPLICATION FOR CAREER LADDER FUNDS

This letter serves as our formal request for funds to develop our public health workforce via the following projects, listed in priority order:

1.
2.
3.

These projects are further outlined in attached project overview including a description of each project, an itemized list of costs by year, the target audience and intended number of participants, as well as other required information.

Our Agency acknowledges that this is a competitive process and that our Agency may be awarded funds for all, some, or none of the proposed projects. Given this competitive process, Our Agency has prioritized the projects in the order listed above. Our Agency acknowledges the list of considerations that will be reviewed in making funding decisions and have done our best to include information to address these considerations as appropriate.

Please indicate if you are submitting letters of support if they have worked with employee organizations/union or other partners as part of this application process or you have other data that supports your choice of projects. Please indicate here if you are submitting other attachments. If no applicable information to provide, delete this paragraph.

Attachment: 22-11296 Colusa Career Grant C23-119 (10478 : Career Ladder Grant Agreement Amendment with CDPH)

Please indicate if you are applying on behalf of more than one jurisdiction or partnering with the state for any activity. In addition to this letter of intent, please have each jurisdiction involved submit a letter of support/collaboration in the project. Please also break out the number of participants to be served by jurisdiction for each project.

If awarded funding, our Agency certifies that we will provide required data and information including actual expenditures according to progress report dates as identified by CDPH. Our agency further certifies that the signatory of this letter is authorized to apply on behalf of the jurisdiction.

Sincerely,

First & Last Name
Title
Organization

Attachment: 22-11296 Colusa Career Grant C23-119 (10478 : Career Ladder Grant Agreement Amendment with CDPH)

Attachment B
Career Ladder Education and Development Program: Project Overview Template

LHJ must complete this 2-page template for each project. If easier text boxes may be deleted in the narrative portion of this template and LHJ can simply type below each header.

Add LHJ name here.

Project Title and (Priority Number)

Fill in title here (#1)

Description of Project

Add description of the project. *Note: if your program incorporates stipends, please answer the following question: If future budget allocations allow for greater flexibility in stipend duration, would your program design benefit from more than 12 weeks per year? Please respond Yes or No.*

Target Audience

Describe the target audience and overall number of participants anticipated

Why and how was this project prioritized?

Describe why you chose this project including how you included your workforce or data in the decision-making.

Attachment: 22-11296 Colusa Career Grant C23-119 (10478 : Career Ladder Grant Agreement Amendment with CDPH)

Intended Outcomes

How will this project help you to better prepare your workforce, retain them, and/or provide a career path for your existing staff?

Attachment: 22-11296 Colusa Career Grant C23-119 (10478 : Career Ladder Grant Agreement Amendment with CDPH)

Budget by Year

Year 1 Budget – FY 2022-23	**Total Year 1**
Line item #1 (w/ brief description)	*Cost Line Item #1*
Line item #2 (w/ brief description)	*Cost Line item #2*
Line item #3 (w/ brief description)	*Cost Line Item #3*
Line item #4 (w/ brief description)	*Cost Line Item #4*
Total number of participants Year 1	*Total # of Participants Year 1*
Year 2 Budget – FY 2023-24	**Total Year 2**
Line item #1 (w/ brief description)	*Cost Line Item #1*
Line item #2 (w/ brief description)	*Cost Line item #2*
Line item #3 (w/ brief description)	*Cost Line Item #3*
Line item #4 (w/ brief description)	*Cost Line Item #4*
Total number of participants Year 2	*Total # of Participants Year 2*
Year 3 Budget – FY 2024-25	**Total Year 3**
Line item #1 (w/ brief description)	*Cost Line Item #1*
Line item #2 (w/ brief description)	*Cost Line item #2*
Line item #3 (w/ brief description)	*Cost Line Item #3*
Line item #4 (w/ brief description)	*Cost Line Item #4*
Total number of participants Year 3	*Total # of Participants Year 3*
Year 4 Budget – FY 2025-26	**Total Year 4**
Line item #1 (w/ brief description)	*Cost Line Item #1*
Line item #2 (w/ brief description)	*Cost Line item #2*
Line item #3 (w/ brief description)	*Cost Line Item #3*
Line item #4 (w/ brief description)	*Cost Line Item #4*
Total number of participants Year 4	*Total # of Participants Year 4*
TOTAL BUDGET REQUEST	**Total for All 4 Years**

Attachment: 22-11296 Colusa Career Grant C23-119 (10478 : Career Ladder Grant Agreement Amendment with CDPH)

Exhibit E
Additional Provisions

1. Cancellation / Termination

A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.

B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:

1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.

2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.

3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.

D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.

E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.

H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

Attachment: 22-11296 Colusa Career Grant C23-119 (10478 : Career Ladder Grant Agreement Amendment with CDPH)

Exhibit E
Additional Provisions

1) Place no further order or subgrants for materials, services, or facilities.

2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.

4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.

I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.

2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

Attachment: 22-11296 Colusa Career Grant C23-119 (10478 : Career Ladder Grant Agreement Amendment with CDPH)

Exhibit E
Additional Provisions

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

3. Dispute Resolution Process

A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.

1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.

2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

Attachment: 22-11296 Colusa Career Grant C23-119 (10478 : Career Ladder Grant Agreement Amendment with CDPH)

Exhibit E
Additional Provisions

C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.

E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

Attachment: 22-11296 Colusa Career Grant C23-119 (10478 : Career Ladder Grant Agreement Amendment with CDPH)

Attachment: 22-11296 A1 Colusa CDPH 1229A Grant Agreement Amendment (10478 : Career Ladder Grant Agreement Amendment with CDPH)

CALIFORNIA Director's Office -- Operations PROGRAM

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

County of Colusa, hereinafter "Grantee"

Implementing the project, "California Public Health Workforce Career Ladder Education and Development Program," hereinafter "Project"

AMENDED GRANT AGREEMENT NUMBER 22-11296, A1

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

AUTHORITY: The Department has authority to grant funds for the Project under 2022-2023 State Budget Act (AB 179, Chapter 249, Statutes of 2022) **and Health and Safety Code 131085(b)(4).**

PURPOSE FOR AMENDMENT: The purpose of the Grant amendment is to:

This amendment aims to increase in funding by $134,000, raising the total contract amount from $124,570 to $258,570. Furthermore, it reallocates unspent funds of $72,570 from fiscal year 2023/24 to fiscal year 2024/25. The additional funding was granted to the county as part of the legislative budget revision in May 2023. Relevant details can be found in the attached Health and Safety Code section 131085 and the funding appropriated in the 2022 State Budget Act (AB 179, Ch 249, Statutes of 2022).

AMENDED GRANT AMOUNT: This amendment is to increase the grant amount by $134,000 and is amended to read: $258,570.00 (Two Hundred Fifty Eight Thousand Five Hundred Seventy Dollars and Zero Cents).

Exhibit A, ATTACHMENT 1 – **GRANTEE'S WRITTEN MODIFICATIONS TO THE GRANT APPLICATION AS A REQUIRED CONDITION OF THE GRANT AWARD, this document shall supersede the Grant Application in addition the approved budget shall, to supersedes the proposed budget in the Grant Application. Incorporated by reference.**

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS – **Attached.**

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

California Department of Public Health	Grantee: **County of Colusa**
Name: Kristen Guerrero	Name: Abigale Henderson
Address: 1615 Capitol Ave.	Address: 251 E. Webster St
City, ZIP: Sacramento, CA	City, ZIP: Colusa CA 95932
Phone: 916-719-5784	Phone: (530) 458-0266
Fax:	Fax:
E-mail: Kristen.guerrero@cdph.ca.gov	Email: abigale.henderson@countyofcolusaca.gov

Direct all inquiries to:

California Department of Public Health, Director's Office	**Grantee: County of Colusa**
Attention: Kristen Guerrero	Attention: Abigale Henderson
Address: 1615 Capitol Ave.	Address: 251 E. Webster St
City, Zip: Sacramento, CA	City, Zip: Colusa CA 95932
Phone: 916-719-5784	Phone: (530) 458-0266
Fax:	Fax:
E-mail: Kristen.guerrero@cdph.ca.gov	Email: abigale.henderson@countyofcolusaca.gov

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

Remittance Address
Grantee: County of Colusa
Attention "Cashier": Christine Fusaro
Address: 251 E. Webster St
City, Zip: Colusa CA 95932
Phone: (530) 458- 0870
Fax: Christine.fusaro@countyofcolua.com

Attachment: 22-11296 A1 Colusa CDPH 1229A Grant Agreement Amendment (10478 : Career Ladder Grant Agreement Amendment with CDPH)

E-mail:

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

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

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

Executed By:

Date:

Daurice Kalfsbeek-Smith, Colusa County Board of Supervisor, Chair

547 Market Street, Suite 102

Colusa, CA 95932

Date:

Vanessa Manson

Chief, Contracts Management Unit

California Department of Public Health

1616 Capitol Avenue, Suite 74.317, MS 1802

P.O. Box 997377

Sacramento, CA 95899-7377

Attachment: 22-11296 A1 Colusa CDPH 1229A Grant Agreement Amendment (10478 : Career Ladder Grant Agreement Amendment with CDPH)

California Department of Public Health
MEMORANDUM

DATE: June 28, 2023

TO: Colusa County Department of Health and Human Services

FROM: California Department of Public Health

SUBJECT: Notice of Award California Public Health Workforce Career Ladder and Education (PH-Career Ladder) Program – Rounds 1 and 2

In December 2022, the California Department of Public Health (CDPH) released the Career Ladder Funding Application in accordance with funding appropriated in the 2022 State Budget Act (AB 179, Chapter 249, Statutes of 2022) to create the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder).

Originally, the Administration's January budget plan proposed a reduction to current year funding, and as noted in the April 21, 2023, Memorandum, CDPH was only able to allocate a portion of the original funds to projects, and in such cases, only for use during the first two (2) years of the the program (Round 1 Funding Memorandum). Per the June 20, 2023 Memorandum, as part of the May Revision and 2023 Budget Act, the Administration restored all original funding to the PH-Career Ladder allowing CDPH to to allocate additional funding for the full four (4) year period of the program for all previously funded projects and to allow additional projects to be funded as well (Round 2 Funding Memorandum).

According to the Memorandum dated May 1, 2023 (the Round 1 Funding Notice of Award), Colusa County Department of Health and Human Services was awarded funding for up to two years as requested for PH- Career Ladder Program Project #1. Round 2 funding provides these projects with funding for years 3 and/or 4 of the program for a total of $258,570.

The total for all awarded projects over the 4-year period is $258,570.

Round 1 and 2 Funding Summary of Awarded Project(s):

Project #1
Colusa Staff Education and Growth, Priority #1.

Scope of Work:
Tuition Reimbursement 15-100% depending on number of staff signing up. Staff attaining Master's degrees in fields relevant to Public Health activities.

Round 1 Awarded Funds:
FY 22/23: $50,000

Attachment: 22-11296 A1 Colusa CDPH 1229A Grant Agreement Amendment (10478 : Career Ladder Grant Agreement Amendment with CDPH)

FY 23/24: $57,525
Round 2 Awarded Funds:
FY 24/25: $65,0000
FY 25/26: $45,000

Project #1
Colusa Staff Education and Growth, Priority #1.

Scope of Work:
Educational Supply Reimbursement.

Round 1 Awarded Funds:
FY 22/23: $0
FY 23/24: $13,275
Round 2 Awarded Funds:
FY 24/25: $15,000
FY 25/26: $5,000

Project #1
Colusa Staff Education and Growth, Priority #1.

Scope of Work:
Professional Certification Fees associated with education, and certification.

Round 1 Awarded Funds:
FY 22/23: $2,000
FY 23/24: $1,770
Round 2 Awarded Funds:
FY 24/25: $2,000
FY 25/26: $2,000

Round 1 and 2 Combined Funding Schedule:
Funding can be requested via invoice to CDPH's Project Representative at the beginning of each Fiscal Year (FY), according to the payment schedule below:

FY 22/23	$52,000
FY 23/24	$72,570
FY 24/25	$82,000
FY 25/26	$52,000
TOTAL	$258,570

Funding Terms
The grant's funding period will be July 1, 2022 through June, 30, 2026. The first year of funding is available for encumbrance or expenditure until June 30, 2024, to provide time to ramp up the program. Subsequent annual allocations must be expended within their respective fiscal year.

Attachment: 22-11296 A1 Colusa CDPH 1229A Grant Agreement Amendment (10478 : Career Ladder Grant Agreement Amendment with CDPH)

Reporting and Evaluation Requirements

CDPH will assess awarded LHJs' expenditure progress in December 2024, at which point CDPH will determine whether unused funds will need to be redirected to other LHJs or regional or collaborative workforce development efforts. CDPH will engage CHEAC, CCLHO/HOAC, and SEIU California during this assessment process, seeking to maximize awarded funds to LHJs.

CDPH requires awarded LHJs to report annually on the use of the funds and activities conducted. At a minimum, LHJs will be required to report:

- The number of individuals participating in eligible educational pursuits.
- Summary of types of credentials and skills attained through the program.
- Number of employees hired to provide coverage for employees attaining educational opportunities.

Local Health Jurisdiction's Project Representative:

Grantee:	Colusa County
Name:	Abigale Henderson
Address:	251 E. Webster St
City, ZIP:	Colusa CA 95932
Phone:	(530) 458-0266
E-mail:	abigale.henderson@countyofcolusaca.gov

Attachment: 22-11296 A1 Colusa CDPH 1229A Grant Agreement Amendment (10478 : Career Ladder Grant Agreement Amendment with CDPH)

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

~~A. Upon execution of the Grant and at the beginning of each State Fiscal Year (FY) (July 1), Grantee may submit a single invoice for each FY consistent with the table below for a total amount specified on the CDPH 1229 Grant Agreement.~~

A. Upon completion of project activities as provided in Exhibit A Grant Application/ Attachment 1 Grantee Written Modification, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this agreement.

~~Grant Fiscal Year~~	~~Amount~~
~~2022/2023~~	~~$52,000~~
~~2023/2024~~	~~$72,570~~
~~2024/2025~~	~~$0.00~~
~~2025/2026~~	~~$0.00~~
~~Total~~	~~$124,570~~

~~*The first year of funding is available for encumbrance or expenditure until June 30, 2024, to provide time to ramp up the program.~~

B. Invoices shall include the Grant Number and shall be submitted either electronically or in hard copy not more frequently than monthly in arrears to:

Kristen Guerrero
California Department of Public Health
Directors Office
1615 Capitol Ave.
Sacramento, CA 95814
Kristen.Guerrero@cdph.ca.gov

C. Invoices shall:

1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
2) Bear the Grantee's name as shown on the Grant.
3) Identify the billing and/or performance period covered by the invoice.
4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

Attachment: 22-11296 A1 Colusa CDPH 1229A Grant Agreement Amendment (10478 : Career Ladder Grant Agreement Amendment with CDPH)

Exhibit B
Budget Detail and Payment Provisions

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

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

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

Attachment: 22-11296 A1 Colusa CDPH 1229A Grant Agreement Amendment (10478 : Career Ladder Grant Agreement Amendment with CDPH)

COUNTY OF COLUSA, CA

2.6

Request For County Board of Supervisors Action

MEETING DATE: May 6, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Ratify contract with PG&E to relocate electrical power-lines on the East side of the new Colusa County Detention and Treatment Facility.

Ratify contract with **PG&E** to relocate electrical power-lines on the East side of the new Colusa County Detention and Treatment Facility.

Detailed Description/Background of request

The Colusa County Sheriff's Office continues progress towards the construction of the Colusa County Detention and Treatment Facility (CCDTF). The facility will be located directly adjacent, and connected to the existing Colusa County Jail at 929 Bridge Street in Colusa, CA. The new CCDTF has been planned to replace the existing, antiquated offender housing with a new, modern 96-bed facility. While all offender housing and programs will be located in the new building, the CCDTF will continue to rely on some security and operational services that are currently located in the existing building.

The State of California is requiring the County of Colusa to relocate the PG&E electrical power-lines on the East side of the new CCDTF Facility. To ensure the relocation of this utility, the County of Colusa is required to engage in a contractual agreement with Pacific Gas and Electric.

To prevent a delay in the project, CAO Wendy Tyler signed the contractual agreement between the County of Colusa and Pacific Gas & Electric for the relocation of electrical power-lines in support of the Colusa County Detention and Treatment Facility project. Staff is requesting that the agreement now be ratified.

Prior Board Action

None.

Fiscal Impact/Funding Source

The total amount of the agreement is $48,359.33 and will be charged to the Owner's Construction Contingency.

Action for the Clerk

Assign a contract number and provide a copy to Assistant Sheriff Mike Bradwell.

ATTACHMENTS:

- PG&E Contract - Jail Project (PDF)

Customer Payment Coupon

References	
Notification #	125820234
Contract #	50119188 V1
ERR-PM #	35613483
Customer #	4099193

March 05, 2025

Colusa County Sheriff's Office
929 Bridge St
COLUSA, CA 95932

Customer Cost Summary

929 BRIDGE STREET - COLUSA CO JAIL, COLUSA

Amounts Due		Total Due
Elec Reloc & Rearrangement Non-Refundable Payment	$48,359.33	
		$48,359.33

Important Payment Information

To complete your contract ONLINE

- Follow the instructions provided with your electronic contract
- Submit payment at **https://www.pge.com/contractpayments**

To complete your contract BY MAIL

- Please make check payable to: **PG&E** or **Pacific Gas and Electric**
- Complete, sign and return the enclosed agreement(s), the SACAC form and the customer payment coupon with your payment
- **Remit payment and SACAC form to**:
  PG&E CFM/PPC Department
  PO BOX 997340
  Sacramento, CA 95899-7340

IMPORTANT MESSAGE

Please review the enclosed information and total due. This document needs to be returned with the enclosed agreements.

If you complete your contract ONLINE, a copy will be saved to your Customer Connections Online (CCO) account at **pge.com/cco.**

To learn more about PG&E's gas and electric safety initiatives and resources please visit **pge.com/safety.**

Have Questions?
Please Call 1-800-422-0436

12582023

DRAFT-DRAFT

Attachment: PG&E Contract - Jail Project (10424 : Ratify Contract with PG&E)

®Pacific Gas and Electric Company
Agreement to Perform Tariff Schedule Related Work

DISTRIBUTION:
- ☐ Applicant (Original)
- ☐ Division (Original)
- ☐ ACCTG. SVCS.

REFERENCES:
- Notification # 12[illegible]
- Contract # 50119188 V1
- RR-PM # 35613483

March 05, 2025

Colusa County Sheriff's Office, A GOVERNMENT AGENCY (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragragh 3 herein. PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefore, subject to the following conditions:

1. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.

2. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.

3. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits A, B, C, etc):

LOCATION: **929 BRIDGE STREET - COLUSA CO JAIL, COLUSA**
DESCRIPTION OF WORK ELECTRIC: **Relocated PGE primary pole due to new building construction**
DESCRIPTION OF WORK GAS:

		Electric	Gas
Engineering and Administrative Costs	(+)	$10,951.28	$0.00
Including Applicant Design Value of		$0.00	$0.00
Re-engineering/Comp Prep/Add'l AD Plan Checks	(+)	$0.00	$0.00
Facilities (Cable, Transformers / Gas Pipe)	(+)	$22,718.64	$0.00
Trench, Conduits & Substructures	(+)	$0.00	$0.00
Tie-In / Meters	(+)	$2,163.47	$0.00
Trench Permits & Land Rights	(+)	$3,397.98	$0.00
Inspection Fees	(+)	$0.00	$0.00
Subtotal	(=)	$39,231.37	$0.00
Including Net Joint Pole Credit Value of		$0.00	$0.00
plus ITCC @ 24% Electric 0% Gas	(+)	$9,415.53	$0.00
plus Non Taxable Work	(+)	$0.00	$0.00
D.0405055 Line Extension Costs - Residential	(+)	$0.00	$0.00
D.0405055 Line Extension Costs - Non-Residential	(+)	$0.00	$0.00
less Value of Relocation Applicant Design Work	(-)	$0.00	$0.00
less Work Provided by Applicant	(-)	$0.00	$0.00
less Salvag[illegible]	(-)	$287.[illegible]	$0.00
Total Payment	(=)	$48,3[illegible]	$0.00

DRAFT - DRAFT

125820234

Advice No. 1635-G/1342-E
62-4527 (Rev 1/91)
Se[illegible]
Effective 4/02/91

Attachment: PG&E Contract - Jail Project (10424 : Ratify Contract with PG&E)

4. Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum o

Forty-eight thousand three hundred fifty-nine dollars and thirty-three cents $48,359.33

Upon completion of requested work, ownership shall vest in: ☒ PG&E ☐ Applicant

Executed this 25 day of March, 2025

Colusa County Sheriff's Office,
A GOVERNMENT AGENCY
Applicant

PACIFIC GAS & ELECTRIC COMPANY

By: Wendy Tyler

Wendy Tyler
Print/Type/Name

By: Brian Fulkerson

Title: CAO

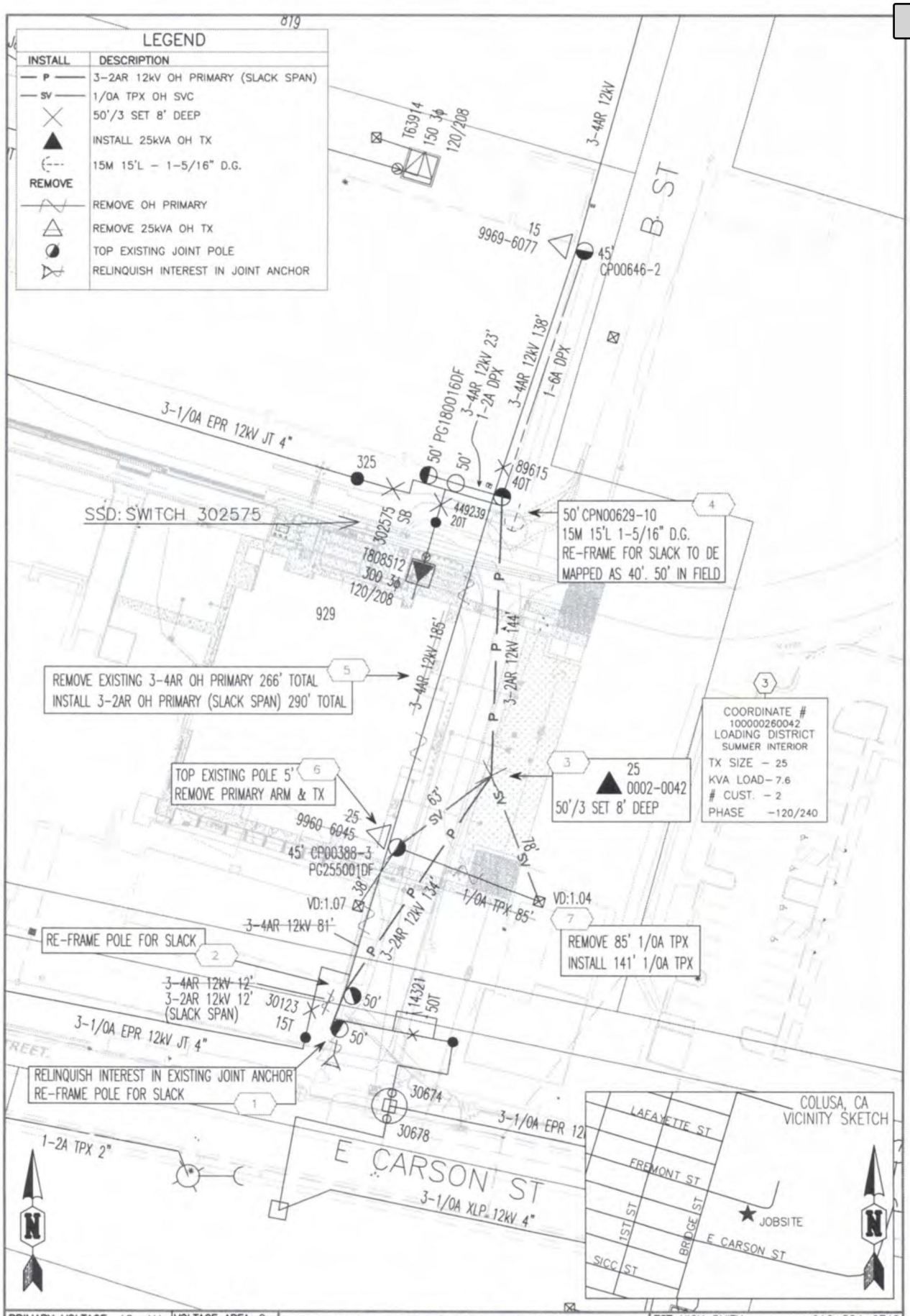
Title: Service Planning Supervisor

Mailing Address: 929 Bridge St
COLUSA, CA 95932

Attachment: PG&E Contract - Jail Project (10424 : Ratify Contract with PG&E)

DRAFT-DRAFT

125820234



PRIMARY VOLTAGE: 12 kV	VOLTAGE AREA: 2	CONSTRUCTION SKETCH	EST: NICK SMITH 916-584-0748
LATITUDE: 39.20511	LONGITUDE: -122.00264	929 BRIDGE STREET - COLUSA CO JAIL	ADE: JASON WEAVER 530-277-7243
SOURCE SIDE DEVICE: SWITCH 302575		COLUSA	SUPV: MARTIN NEPPER 530-228-4032
SUB & CIRCUIT: COLUSA 1104			REP: SCOTT DEALBA 530-338-4060
DSGN SAG: LIGHT	RAPTOR ZONE: YES		PLNR: ANDRES FUENTES 707-513-6210
LOADING AREA: LIGHT	ARRESTER DIST: 2	811 Know what's below. Call before you dig.	NOTIF: 125820234 JPA#: PG255001DF
CORROSION AREA: NON	INSULATION DIST: D	NO ENVIRONMENTAL ISSUES	SCALE: NTS DATE: 0
EXEMPT EQUIP.INST.: NO	FIRE AREA: LRA-TIER 1	GAS CONFLICT: YES	NEAR LOC: 3, 4 PM: 35613483 SHEET:

Attachment: PG&E Contract - Jail Project (10424 : Ratify Contract with PG&E)

COUNTY OF COLUSA, CA

2.7

Request For County Board of Supervisors Action

MEETING DATE: May 6, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve 5th Modification with Corrections Software Solutions, LP, for software maintenance services, effective February 1, 2025.

Approve 5th Modification with **Corrections Software Solutions, LP**, for software maintenance services, effective February 1, 2025.

Detailed Description/Background of request

The Probation Department is requesting this 5th modification with Corrections Software Solutions, LP to extend the contract term and increase compensation. Corrections Software Solutions is the case management system for the Probation Department.

The Probation Department requests to extend the term of the contract from January 31, 2025 to January 31, 2027. Additionally, they request to adjust the compensation to $1,560 per month with a not to exceed amount of $37,440 for the term of the contract.

Prior Board Action

C11-292, C14-014, C16-181, C20-028 and C23-068

Fiscal Impact/Funding Source

Budgeted 150-153-535. Not to exceed $37,440 for the term of the extension.

Action for the Clerk

Please obtain signatures, number contract and forward to:

Corrections Software Solutions, LP
Attn: James Redus
316 North Lamar
Austin, TX, 78703

ATTACHMENTS:

- 5th Mod_Correstions Software Solutions, LP (DOCX)
- C23-068_4th Mod_Corrections Software Solutions, LP (PDF)
- C20-028_3rd Mod_Corrections Software Solutions, LP (PDF)

- C16-181_2nd Mod_Corrections Software Solutions, LP (PDF)
- C14-014_1st Mod_Corrections Software Solutions, LP (PDF)
- C11-292 Corrections Software Solutions, LP (PDF)

Fifth Modification for Software Installation and Maintenance Services

This Fifth Modification of Contract Cl1-292 for computer software and maintenance services is between County of Colusa ("County"), a political subdivision of the State of California, and Corrections Software Solutions, LP ("Contractor"), a limited partnership.

Background

On December 20, 2011, the parties executed contract C11-292 for the provision of services related to the installation of computer software, the maintenance of the software, and a licensing agreement for the software at the Colusa County Probation Department ("Contract").

On January 28, 2014, the parties executed a first modification (C14-014) extending the term to January 31, 2017. This modification also removed five items from the Scope of Services and increased compensation.

On November 1, 2016, the parties executed a second modification (C16-191) extending the term to January 31, 2020.

On February 18, 2020, the parties executed a third modification (C20-028) extending the term to January 31, 2023.

On March 28, 2023, the parties executed a fourth modification (C23-068) extending the term to January 31, 2025 and increasing compensation.

The contract expired on January 31, 2025, however the contractor has continued to perform work under the terms and conditions of the agreement.

The parties now want to modify the Contract to again extend the term of the contract and increase the compensation.

Modification

The parties agree to modify the Contract effective February 1, 2025, as follows:

1. Section 1, Duration of Contract, is modified to extend the term of the contract from January 31, 2025 through January 31, 2027.

2. Attachment B, Payment Schedule shall be deleted.

3. Section 3, Compensation for Services is deleted and replaced as follows:

   County will pay Contractor compensation not to exceed thirty-seven thousand four hundred forty dollars ($37,440.00). Payments shall be distributed over a twenty-four month period, with a monthly amount of one thousand five hundred sixty dollars ($1,560.00).

Attachment: 5th Mod_Corrections Software Solutions, LP [Revision 1] (10427 : Approve 5th Mod with Corrections Software Solutions, LP)

Each month, Contractor shall provide County with an invoice for the services to be provided in the upcoming month. Upon receipt of the invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices. Invoices shall:

1) Be prepared on Contractor's letterhead.
2) Bear Contractor's name as shown on the contract.
3) Bear the contract number.
4) Itemize the costs incurred.
5) Include a summary of the services provided.
6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

COUNTY OF COLUSA

_____Date:_____
Daurice Smith, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

CORRECTIONS SOFTWARE SOLUTIONS, LP

_____Date:_____
Signature

_____
Printed Name and Title

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

_____
Patricia Rodriguez, Deputy Clerk

Attachment: 5th Mod_Corrections Software Solutions, LP [Revision 1] (10427 : Approve 5th Mod with Corrections Software Solutions, LP)

Fourth Modification of Contract C11-292 for Software Installation and Maintenance Services

This Fourth Modification of Contract C11-292 for computer software and maintenance services is between County of Colusa (County), a political subdivision of the State of California, and Corrections Software Solutions, LP (Contractor), a limited partnership.

Background

On December 20, 2011, the parties executed contract C11-292 for the provision of services related to the installation of computer software, the maintenance of the software, and a licensing agreement for the software at the Colusa County Probation Department ("Contract").

On January 28, 2014, the parties executed a first modification (C14-014) extending the term to January 31, 2017. This modification also removed five items from the Scope of Services and increased compensation.

On November 1, 2016, the parties executed a second modification (C16-191) extending the term to January 31, 2020.

On February 18, 2020, the parties executed a third modification (C20-028) extending the term to January 31, 2023.

The parties now want to modify the Contract to again extend the term of the contract and increase the compensation.

Modification

The parties agree to modify the Contract effective February 1, 2023 as follows:

1. Section 1, Duration of the Contract, is modified to extend the term of the contract from January 31, 2023 through January 31, 2025.
2. Section 3, Compensation, is modified to increase the monthly rate to one thousand five hundred and sixty dollars ($1,560.00) per month for 36 months, not to exceed $56,160.00 for the term of the this extension.

COUNTY OF COLUSA

Date 3/28/23

Kent S. Boes, Board Chair

CORRECTIONS SOFTWARE SOLUTIONS, LP

Date: 4-13-23

James Redus, President

APPROVED AS TO FORM

Richard Stout, County Counsel

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

Patricia Rodriguez, Deputy

Attachment: C23-068_4th Mod_Corrections Software Solutions, LP (10427 : Approve 5th Mod with Corrections Software Solutions, LP)

Third Modification of Contract C11-292 for Software Installation and Maintenance Services

This Third Modification of Contract C11-292 for computer software and maintenance services is between County of Colusa (County), a political subdivision of the State of California, and Corrections Software Solutions, LP (Contractor), a limited partnership.

Background

On December 20, 2011, the parties executed contract C11-292 for the provision of services related to the installation of computer software, the maintenance of the software, and a licensing agreement for the software at the Colusa County Probation Department ("Contract").

On January 28, 2014, the parties executed a first modification (C14-014) extending the term to January 31, 2017. This modification also removed five items from the Scope of Services and increased compensation.

On November 1, 2016, the parties executed a second modification (C16-191) extending the term to January 31, 2020.

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

Modification

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

1. Section 1, Duration of the Contract, is modified to extend the term of the contract from February 1, 2020 through January 31, 2023.

COUNTY OF COLUSA

Date: 2/18/2020

Denise J. Carter, Board Chair

CORRECTIONS SOFTWARE SOLUTIONS, LP

Date: 5-8-20

James Redus, President

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by

Melissa Kitts, Deputy

Attachment: C20-028_3rd Mod_Corrections Software Solutions, LP (10427 : Approve 5th Mod with Corrections Software Solutions, LP)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/8/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Insurance Associates, LLC 103 Powell Court, Ste 200 Brentwood TN 37027	**CONTACT NAME:** Ben Pyron **PHONE (A/C, No, Ext):** 615-515-6040 **FAX (A/C, No):** **E-MAIL ADDRESS:** bpyron@com-ins.com
INSURED GOVESER-01 Corrections Software Solutions, LP 201 4th Ave. North, Suite 1220 Nashville TN 37219	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hartford Fire Ins Co / 19682 **INSURER B :** Hartford Casualty Ins. Co / 29424 **INSURER C :** AXIS Insurance Company / 37273 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 186859581 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			20UUNKI4408	7/15/2019	7/15/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ $1M/$3M
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			20UUNKI4408	7/15/2019	7/15/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			20XHUKN2559	7/15/2019	7/15/2020	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		20WBAS9453	7/15/2019	7/15/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			P00100002380302	7/15/2019	7/15/2020	Limit	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Colusa County CA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Craig W Meyer

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Attachment: C20-028_3rd Mod_Corrections Software Solutions, LP (10427 : Approve 5th Mod with Corrections Software Solutions, LP)

Second Modification of Contract C11-292 for Software Installation and Maintenance Services

This Second Modification of Contract for computer software is between Colusa County, a political subdivision of the State of California ("County"), and Corrections Software Solutions, LP, a limited partnership ("Contractor").

Background

On December 20, 2011, the parties executed contract C11-292 ("Contract") for the provision of services related to the installation of computer software, the maintenance of the software, and a licensing agreement for the software at the Colusa County Probation Department

On January 28, 2014 the parties executed a first modification to the contract (C14-014) extending the term to January 31, 2017. The First Modification also removed five items from the Scope of Services and increased compensation.

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

Modification

The parties agree to modify the Contract effective November 1, 2016 as follows:

1. Section 1, Duration of Contract, is modified to extend the termination date from January 31, 2017 to January 31, 2020 unless otherwise terminated as provide for in the Contract.

COUNTY OF COLUSA

Date: 11-1-16

Denise J. Carter, Board Chair

CONTRACTOR

Date: 11-1-16

Signature

JAMES REDUS, PRESIDENT

Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

by Patricia R

Patricia Rodriguez, Deputy Board Clerk

Attachment: C16-181_2nd Mod_Corrections Software Solutions, LP (10427 : Approve 5th Mod with Corrections Software Solutions, LP)

Modification of Contract

This modification is made between Colusa County, a political subdivision of the State of California ("County"), and Corrections Software Solutions, LP ("Contractor").

Background

On December 20, 2011, the parties entered into contract C11-292 for the provision of services related to the installation of computer software, the maintenance of the software, and a licensing agreement for the software at the Colusa County Probation Department. A copy of contract C11-292 is on file at the office of the Colusa County Board Clerks, and is incorporated into this modification by this reference as though set forth fully herein.

The parties now agree to modify the contract as follows:

Modification

Section 1, Duration of Contract, is modified so the term of the contract shall begin on February 1, 2014, and end on January 31, 2017.

Section 2, Scope of Services, is modified to remove the following items from the contract:

1. Installation of Operating System and Application Software on Contractor's virtual environment (Cloud implementation);
2. Setup each workstation in County's Probation Department for access to Contractor's Server;
3. Complete Contractor's Case Management application;
4. Complete Contractor's Case Management application; and
5. Contractor will work with the County's Information Technology Department on the setup of the extraction for the conversion.

Section 3, Compensation for Services, is modified as follows:

> County will pay Contractor compensation not to exceed thirty-seven thousand six hundred twenty dollars ($37,620.00). Payments shall be distributed over a thirty-six month period, with a monthly amount of one thousand forty-five dollars ($1,045.00).
>
> Each month, Contractor shall provide County with an invoice for the services provided for the preceding month. Upon receipt of the invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.
>
> Invoices shall:

Attachment: C14-014_1st Mod_Corrections Software Solutions, LP (10427 : Approve 5th Mod with Corrections Software Solutions, LP)

C___-_____

1) Be prepared on Contractor's letterhead.
2) Bear Contractor's name as shown on the contract.
3) Bear the contract number.
4) Itemize the costs incurred.
5) Include a summary of the services provided.
6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

Construction

All other terms and conditions shall remain in full force and effect.

This modification is executed in Colusa, California on this 28th day of January, 2014.

COUNTY OF COLUSA

Kim Dolbow Vann, Board Chair

CONTRACTOR

Signature

James Rodus President

Printed Name and Title

APPROVED AS TO FORM:

Marcos A. Kropf, County Counsel

ATTEST

Kathleen Moran
County Clerk Recorder and ex officio Clerk to the Board of Supervisors

Attachment: C14-014_1st Mod_Corrections Software Solutions, LP (10427 : Approve 5th Mod with Corrections Software Solutions, LP)

Corrections Software Solutions

C14-014

1-28-14

Probation

DATA PROCESSING CONTRACT

The COUNTY OF COLUSA ("COUNTY") and Corrections Software Solutions, LP ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. **Duration of Contract.**

This contract shall commence on February 1, 2012, and end on January 31, 2014, unless sooner terminated as specified herein.

2. **Scope of Services.**

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. **Compensation for Services.**

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. **General Terms and Conditions.**

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. **Insurance Limits.**

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

(a) Comprehensive general liability insurance: 1,000,000
(b) Professional liability insurance: 1,000,000
(c) Comprehensive motor vehicle liability insurance: 300,000

6. **Termination.**

The number of days of advance written notice required for termination of this contract is 60.

7. **Specific Terms and Conditions** *(check one)*

[X] There are no additional provisions to this contract.

[ ] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

[ ] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

Attachment: C11-292 Corrections Software Solutions, LP (10427 : Approve 5th Mod with Corrections Software Solutions, LP)

8. **Information about Contract Administrators.**

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Name: Steve Bordin

Title: Chief Probation Officer

Address: 532 Oak Street

Colusa, California 95932

Telephone No.: 530-458-5871

Fax No.: 530-458-2895

Contract Administrator for CONTRACTOR:

Name: James Redus

Title: President, Corrections Software Solutions

Address: 316 North Lamar

Austin, Texas 78703

Telephone No.: 512-347-1366

Fax No.:

SIGNATURES

APPROVED BY COUNTY:

Name: Mark D. Marshall, Chair

Chair, Colusa County Board of Supervisors

Date: 12-20-11

APPROVED BY CONTRACTOR:

Name:

Title: CPO

Date: 1/6/12

APPROVED AS TO LEGAL FORM:

Colusa County Counsel

By: Thomas R Parker

Date: 22 Dec. 2011

Attachment: C11-292 Corrections Software Solutions, LP (10427 : Approve 5th Mod with Corrections Software Solutions, LP)

Attachment: C11-292 Corrections Software Solutions, LP (10427 : Approve 5th Mod with Corrections Software Solutions, LP)

ATTACHMENT A

SCOPE OF SERVICES

CONTRACTOR agrees to provide the following services:

1. Installation of Operating System and Application Software on CONTRACTOR'S virtual environment (Cloud implementation).
2. Setup each workstation in COUNTY's Probation Department for access to CONTRACTOR's Server.
3. Complete conversion from existing case management application.
4. Complete CONTRACTOR's Case Management application.
5. Customized changes for COUNTY are included at no charge.
6. Training on-site as needed at no extra charge.
7. Application support at no extra charge.
8. Software Enhancements and Resolutions at no extra charge.
9. Access to CONTRACTOR's support website for support ticket entry and retrieval.
10. CONTRACTOR shall design application changes and additions and present these to COUNTY for approval before development. CONTRACTOR understands that after COUNTY signs off on proposed changes, there may be additional application enhancements to further satisfy the COUNTY's requirements of the Case Management System.
11. CONTRACTOR will provide COUNTY with a Non-exclusive License agreement as part of this Contract.
12. CONTRACTOR will work with the COUNTY's Information Technology Department on the setup of the extraction for the conversion.

Attachment: C11-292 Corrections Software Solutions, LP (10427 : Approve 5th Mod with Corrections Software Solutions, LP)

COUNTY agrees to provide the following services:

1. COUNTY will provide all hardware for operations including workstations, printers, cameras, signature pads, scanners or other devices.

2. COUNTY will provide internet access from the Probation Department's workstations in order to operate the application software via the internet.

3. All COUNTY workstations must have in operation Internet Explorer 6.0 or better and Microsoft Word 2000 or better.

4. COUNTY must assist CONTRACTOR with the explanation of code files, tables, and data flow of application currently used by the department.

5. All information necessary for the proper design of the application enhancements shall be provided and explained by COUNTY to CONTRACTOR.

6. COUNTY will provide data in a tab delimited format with corresponding dictionaries from the existing Case Management Information.

Attachment: C11-292 Corrections Software Solutions, LP (10427 : Approve 5th Mod with Corrections Software Solutions, LP)

ATTACHMENT B

PAYMENT SCHEDULE

B-1. BILLING
Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

[ ] One month in arrears.
[ ] Upon the complete performance of the services specified in Attachment A.
[X] The basis specified in paragraph B-4.

B-2. PAYMENT
Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION
COUNTY shall pay to CONTRACTOR: (check one)

[ ] a total lump sum payment of $ _____, or

[X] a total sum not to exceed $ $39,620

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)
[ ] There are no additional terms of compensation.
[X] The following specific terms of compensation shall apply: (Specify)

COUNTY shall pay CONTRACTOR a onetime mobilization fee of $2,000 for the setup of the application, installation of the server, and conversion from existing provider.

COUNTY shall pay CONTRACTOR a monthly service fee is $1,045.00 per month for 36 months, which totals $37,620.

Attachment: C11-292 Corrections Software Solutions, LP (10427 : Approve 5th Mod with Corrections Software Solutions, LP)

ATTACHMENT C
General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

(a) Each policy shall be issued by a company authorized by law to transact business in the State of California.

(b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.

(c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.

(d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

(a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.

(b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

Attachment: C11-292 Corrections Software Solutions, LP (10427 : Approve 5th Mod with Corrections Software Solutions, LP)

(c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.

(d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

Attachment: C11-292 Corrections Software Solutions, LP (10427 : Approve 5th Mod with Corrections Software Solutions, LP)

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

Attachment: C11-292 Corrections Software Solutions, LP (10427 : Approve 5th Mod with Corrections Software Solutions, LP)

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-1 5. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

(a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or

(b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or

Attachment: C11-292 Corrections Software Solutions, LP (10427 : Approve 5th Mod with Corrections Software Solutions, LP)

(c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contact, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also

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represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT C.

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ATTACHMENT D TO DATA PROCESSING SERVICE AGREEMENT

NONEXCLUSIVE LICENSE AGREEMENT

Corrections Software Solutions, L.P. ("CSS"), with offices located at 316 North Lamar Boulevard, Austin, Texas 78703, for good and valuable consideration, hereby grants a royalty-free, non-exclusive, limited license ("License") to:

The COUNTY OF COLUSA, with offices at 532 Oak Street, Colusa, CA 95932, collectively "Licensee",

to use certain software programs and related materials ("Programs") for the designated processing system identified in the attached **CONTRACT**, subject to the terms and conditions hereof.

Programs shall include executable modules for each software program identified in any Contract or Addendum to this Agreement; User Help is contained in the application.

Onsite Installation

LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ THIS LICENSE AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. LICENSEE FURTHER AGREES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE LICENSE AGREEMENT BETWEEN CSS AND THE LICENSEE AS CONCERNS THE LICENSE OF THE PROGRAMS AND NO VARIATIONS IN THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL HAVE ANY EFFECT UNLESS AGREED TO IN WRITING IN ADVANCE BY CSS. THIS AGREEMENT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, OR ANY OTHER COMMUNICATION BETWEEN CSS AND LICENSEE RELATING TO THIS LICENSE AGREEMENT.	Signed: _____ Mr. Steve Bordin Chief Probation Officer, Colusa County Date: _____ For CSS Use ONLY

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TERMS AND CONDITIONS

1. LICENSE

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All license fees and any first year support fees, mobilization, user, multiple-site or other fees, along with any installation and training fees, whether specified herein or in an associated contract for services by CSS, shall be paid to CSS upon mutual execution of this License Agreement or as specified in **Data Processing Contract** hereto or in such services agreement. Any other sums due hereunder shall be payable within ten (10) days of Licensee's receipt of CSS's invoice therefore. Any past due amounts shall bear interest from the date when due until paid at the highest rate allowable by law. All payments due hereunder shall be made in lawful money of the United States of America, and shall be made to CSS at its address specified above or at such address as may from time to time be designated by CSS in writing. In addition to the fees, charges, expenses and other amounts due and payable under this License Agreement, Licensee shall pay any and all local, state, federal, and other sales, use, excise, privilege or gross receipts taxes and duties, tariffs, assessments or levies, however designated, assessed or levied, resulting from this License or any activities conducted hereunder (exclusive of taxes based on CSS's net income); provided, that if Licensee claims legal exemption from any tax or taxes, such as sales tax, it shall promptly provide CSS with a copy of the applicable tax exemption certificate.

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e. Open records requests. Should Licensee receive a request under the federal Freedom of Information Act ("FOIA") or any local or state open records act or regulation (collectively, "Open Records Acts") for disclosure, access to, or copying of any proprietary information provided by or belonging to CSS or any of its licensors, including but not limited to disclosure of, access to, or a copy of the Programs or any part thereof, Licensee shall immediately notify CSS, including notice in writing and a copy of the said request, so that CSS may determine what steps it may wish to take to protect such information. Time is of the essence in Licensee providing notice to CSS. If the applicable Open Records

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Act requires a governmental entity or other party contesting whether requested records are required to be disclosed under the Act to do or take any action within some specified time in order to initiate a determination by a judicial or other authority whether disclosure is required, client is required to take such actions as may be necessary or appropriate timely to initiate such process and avoid waiver of its or of CSS' rights to obtain such a determination, and to avoid by delay in informing CSS or in initiating such process materially prejudicing the practical ability of CSS to initiate such process and satisfy applicable requirements to obtain such a determination.

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j. No Waiver of Rights. No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the party against which such waiver or consent is asserted; the terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.

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l. Cooperation. Licensee shall cooperate fully with CSS in the maintenance and protection by CSS of any intellectual property ownership or other rights or interest of CSS in the Programs or other intellectual property or interests therein that are the subject matter of this License.

APPROVALS

IN WITNESS WHEREOF, this Nonexclusive License Agreement is executed to be effective as of the 1 day of Febrary, 2012.

Licensee	Corrections Software Solutions
BY: _____	BY: _____
NAME: Mr. Steve Bordin	NAME: James Redus
TITLE: Chief Probation Officer, Colusa County	TITLE: President
DATE: 1/6/12	DATE: 1-19-12

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Corrections
Software
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C11-292
12-20-11
Probation

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COUNTY OF COLUSA, CA 2.8

Request For County Board of Supervisors Action

MEETING DATE: May 6, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve contract with All-American Construction for road reconstruction on College City Road.

Approve contract with **All-American Construction** for road reconstruction on College City Road.

Detailed Description/Background of request

The Department of Public Works is requesting to perform road reconstruction on College City Road. In general, the project consists of general pavement reconstruction, utility preservation shoulder backing and pavement striping/markings. The proposed project limits are from Twelfth Street in the town of College City to White Road.

A Request for Bid (RFB) was issued and ten responsive bids were received as follows:

All-American Construction	**$2,087,159.70**
Knife River	$2,196,525.60
R&R Pacific Construction	$2,229,229.00
Mountain Cascade	$2,249,428.45
McGuire & Hester	$2,298,500.44
Consolidated Engineering	$2,303,961.12
DeSilva Gates	$2,338,338.00
George Reed	$2,443,837.00
Lamon Construction	$2,498,971.90
JD Pasquetti	$2,691,785.50

Bids have been reviewed by Interim Public Works Director and Assistant CAO with the recommendation to award the bid to All-American Construction.

Prior Board Action

Adopted plans, specifications and working details for the RFB on December 17, 2024.

Fiscal Impact/Funding Source

Budgeted with SB 1 and Road Funds.

Action for the Clerk

Please number contract, obtain signatures, register the project with DIR and forward to:

All-American Construction
1700 Acacia Ave.
Sutter, Ca, 95982

ATTACHMENTS:

- Contract_All-American Construction_College City Rd (DOCX)
- Attachment A (PDF)
- Project Location (PDF)

Colusa County Department of Public Works Contract for Construction on County Roads Road construction – College City Road CONTRACT NO. 3000178-2025

This roadway paving contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and All-American Construction, Inc. ("Contractor"), a California Corporation. This is a public works contract subject to Department of Industrial Relations registration, and payment of prevailing wage.

Services to be Performed: Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with the work called for in the Contract Documents, including but not limited to the Notice of Bidders, Special Provisions, Bid Book, and Contractors bid or proposal for the County's construction on College City Road, Contract No. 3000178-2025, as more specifically detailed in Attachment "A." Additionally, all terms and conditions of the Request for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this Contract. This includes:

A. Contractor's bid and proposal;
B. The California Department of Transportation Standard Plans dated 2018;
C. The California Department of Transportation Standard Specifications dated 2018; and
D. The Notice to Bidders, Special Provisions, and Bid Book for Contract No. 3000178-2025, dated March 1, 2024, including all addendums and attachments thereto.

1. **Term and Liquidated Damages:** This Contract shall begin on the date of the issuance of the Notice to Proceed and shall continue until all requested services are completed before the expiration of 75 WORKING DAYS, beginning either on the fifteenth (15) calendar day after the Notice to Proceed has been issued by County of Colusa or the first physical work day, whichever occurs first. Attention is directed to the provisions in Section 8-1.04, "Start of Job Activities," in Section 8-1.14, "Contract Termination," and in Section 8-1.10, "Liquidated Damages," of the Standard Specifications. Liquidated Damages shall be $4,800 per day.

2. **Compensation:** County will pay Contractor compensation not to exceed $2,087,159.70, as bid. Compensation will be paid in accordance with paragraph 4, Method of Payment.

   A. Retention: An amount of 5% shall be deducted from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.

Attachment: Contract_All-American Construction_College City Rd [Revision 1] (10452 : Approve contract with All-American Construction, Inc.)

3. **Method of Payment:** Upon completion of the services provided for in paragraph 1, Contractor shall provide County with a final invoice. Upon receipt of the final invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

    A. Invoices shall:
    - **1)** Be prepared on Contractor's letterhead.
    - **2)** Bear Contractor's name as shown on the contract.
    - **3)** Bear the contract number.
    - **4)** Itemize the costs incurred.
    - **5)** Include a summary of the services provided.
    - **6)** Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

4. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

    A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

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

    C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.

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

    A. Contractor shall maintain all documents and records which demonstrate

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performance under this Contract for a minimum period of 5 years, or for any longer period required by law, from the date of termination or completion of this Contract.

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

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

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

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

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

A. Workers' Compensation Coverage: Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation

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Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least 30 days prior to such change.

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

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

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

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

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

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

3) Providing the policy of insurance shall act for each insured and

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additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

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

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

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

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

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

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

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

10. **Department of Industrial Relations Registration:** Contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5.

11. **Prevailing Wage:** This Contract is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. Contractor is required to post a copy of

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the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

12. **Payment Bond:** Pursuant to Chapter 5, of Title 3, of Part 6, of Division 4 of the California Civil Code, if the Contract compensation exceeds $25,000, Contractor shall, before commencement of any work, provide County with a payment bond equal to 100% of the compensation payable in accordance with this Contract to secure the Contractor's, and any subcontractor's, performance and provide coverage for the services to be provided pursuant to this Contract by Contractor and any subcontractor.

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

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

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

If to County: Colusa County Public Works
Attn: Director
1215 Market Street
Colusa, CA 95932
530.458.0466

If to Contractor: All-American Construction, Inc.

Attachment: Contract_All-American Construction_College City Rd [Revision 1] (10452 : Approve contract with All-American Construction, Inc.)

1700 Acacia Ave
Sutter CA 95982
530.617.5111

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

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

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

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

20. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

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

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

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

22. **Partial Invalidity**. If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full

Attachment: Contract_All-American Construction_College City Rd [Revision 1] (10452 : Approve contract with All-American Construction, Inc.)

force and effect and shall not be affected or invalidated.

23. **Attachments:** All attachments referred to are incorporated and made part of the Contract.
Attachments include: All-American Construction, Inc **Bid for 3000178-2025**

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on this 6th day of May, 2025.

COUNTY OF COLUSA

_____
Daurice Smith, Chair of the
Board of Supervisors County of
Colusa

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

ALL-AMERICAN CONSTRUCTION

_____
Signature

_____
Printed Name and Title

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

By_____
Patricia Rodriguez, Deputy Clerk

Attachment: Contract_All-American Construction_College City Rd [Revision 1] (10452 : Approve contract with All-American Construction, Inc.)

COUNTY OF COLUSA DEPARTMENT OF PUBLIC WORKS

PAYMENT BOND

(Section 3247, Civil Code)

WHEREAS, The County of Colusa, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor_____hereafter designated as the "Principal", a contract for the work described as follows:

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.
NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ Dollars ($ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to fixed by the court.
This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

_____
_____
_____
Principal

_____ _____
Surety **(SEAL)**

_____ _____
By: Attorney-in-Fact

_____

NOTE: Signatures of those executing for the surety must be properly acknowledged.

Attachment: Contract_All-American Construction_College City Rd [Revision 1] (10452 : Approve contract with All-American Construction, Inc.)

CERTIFICATE OF ACKNOWLEDGMENT

Pursuant to California Civil Code Section 1189 & 1195

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of
California,
County of Colusa

On_____before me_____,
(insert name and title of the officer)

personally appeared_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(SEAL)

Attachment: Contract_All-American Construction_College City Rd [Revision 1] (10452 : Approve contract with All-American Construction, Inc.)

COUNTY OF COLUSA DEPARTMENT OF PUBLIC WORKS

PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the City / County of_____, acting by and through the Department of Public Works, has awarded to Contractor_____, Hereafter designated as the "Contractor", a contract for the work described as follows:

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Colusa in the sum of $ _____ dollars ($ _____), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Colusa , its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of_____, 2025.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

_____

_____

_____

_____

_____

_____

_____

_____

Contractor

_____

Name of Surety **(SEAL)**

_____

By: Attorney-in-Fact

Attachment: Contract_All-American Construction_College City Rd [Revision 1] (10452 : Approve contract with All-American Construction, Inc.)

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGMENT

Pursuant to California Civil Code Section 1189 & 1195

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of
California,
County of
Colusa

On_____before me_____,
(insert name and title of the officer)

personally appeared_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(SEAL)

Attachment: Contract_All-American Construction_College City Rd [Revision 1] (10452 : Approve contract with All-American Construction, Inc.)

(DO NOT DETACH)
BID TO THE COUNTY OF COLUSA DEPARTMENT OF PUBLIC WORKS
CONTRACT NO. - 3000178-2025

NAME OF BIDDER: All-American Construction, Inc.
BUSINESS P.O. BOX: _____
CITY, STATE, ZIP: _____
BUSINESS STREET ADDRESS: 1700 Acacia Ave
(Please include even if P.O. Box used)
CITY, STATE, ZIP: Sutter, CA 95982
TELEPHONE NO: AREA CODE (530) 617-5111
FAX NO: AREA CODE (530) 267-5236
EMAIL ADDRESS: derrek@all-americanconstructioninc.com
CONTRACTOR LICENSE NO.: 948762

The work for which this bid is submitted is for construction in conformance with the Special Provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2018, the Standard Specifications, dated 2018, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The project plans for the work to be done are entitled:

COUNTY OF COLUSA DEPARTMENT OF PUBLIC WORKS PROJECT PLANS FOR

ROAD RECONSTRUCTION COLLEGE CITY
WHITE ROAD TO 12TH STREET COLLEGE CITY

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item

Attachment: Attachment A (10452 : Approve contract with All-American Construction, Inc.)

total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the *COUNTY OF COLUSA*'s Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *COUNTY OF COLUSA,* and that discretion will be exercised in the manner deemed by the *COUNTY OF COLUSA* to best protect the public interest in the prompt and economical completion of the work. The decision of the *COUNTY OF COLUSA* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this bid shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the *COUNTY OF COLUSA*, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *COUNTY OF COLUSA* that the contract has been awarded, the *COUNTY OF COLUSA* may, at its option, determine that the bidder has abandoned the contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this bid shall operate and the same shall be the property of the *COUNTY OF COLUSA.*

Attachment: Attachment A (10452 : Approve contract with All-American Construction, Inc.)

CONTRACTORS BID

College City Road – White Road to 12th Street College City

College City Road; ROAD NO. 178

NO.	ITEM DESCRIPTION	UNIT QUANTITY	UNIT COST	AMOUNT
1	MOBILIZATION	1	115,000	115,000
2	SIGNS & TRAFFIC CONTROL	1	85,000	85,000
3	CLEARING AND GRUBBING	1	6,000	6,000
4	PULVERIZE ROADBED	499,200	0.08	39,936
5	12" CEMENT TREATMENT	55,466	9.70	538,020.20
6	HMA 4"	10,805	105.00	1,134,525.00
7	SHOULDERBACKING	167.00	485.00	80,995.00
8	PAVEMENT MARKING – WHITE (S)	44.00	45.00	1,980
9	TRAFFIC MARKING DETAIL 6 (S)	7,858.00	1.25	9,822.50
10	TRAFFIC MARKING DETAIL 19 (S)	2,292.00	2.75	6,303
11	TRAFFIC MARKING DETAIL 22 (S)	1,494.00	4.00	5,976.00
12	TRAFFIC MARKING DETAIL 27 B&C (S)	33,280.00	0.95	31,616.00
13	REMOVAL OF RAIL AND POSTS	163.00	17.00	2,771.00
14	GRADING	180.00	33.00	5,940.00
15	MGS & POSTS	175.00	85.00	14,875.00
16	SKT-TERM END SECTION	2.00	4,200	8,400

TOTAL 2,087,159.70

Note: Evaluation of the submitted bids utilizing the various sources of information shall be the sole and final determination of the County of Colusa and may not be based solely on cost.

Attachment: Attachment A (10452 : Approve contract with All-American Construction, Inc.)

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.33C, "Subcontractor List", of the Standard Specifications and Section 2 of these special provisions.

LIST OF SUBCONTRACTORS

Name and Address	Description of Portion of Work Subcontracted
Pavement Recycling Systems 10240 San Sevaine Way Jurupa Valley, CA 91752	Pulverize & FDR-C
Specialized Pavement Marking 19652 N. Hirsch Ct. Anderson, CA 96007	Pavement Marking Traffic Marking
Highway Specialty Company, Inc. 4212 Roseville Road North Highlands, CA 95660	Remove & Install Guardrail
VSS Emultech 3785 Channel Drive Sacramento, CA 95691	SS1 Tack Oil

Attachment: Attachment A (10452 : Approve contract with All-American Construction, Inc.)

Prior Work Performance References

Public Agency: Elk Grove Unified School District

Project Manager: Michael Bean

Phone Number: 916-686-7711

Dates and Description of Work: 2024 - Site Paving Project @ Florin High School. Paving of Parking Lots, hard courts & Fire lanes.

Public Agency: CA Dept of Transportation

Project Manager: Daniel Gibbs

Phone Number: 530 759 3733

Dates and Description of Work: 2024 - CDOT 02-3J7504 Place HMA on State Highway in Lassen County.

Public Agency: The County of Sutter

Project Manager: Scott Riddle

Phone Number: 530 822-7400

Dates and Description of Work: 2023/2024 - Various location in Sutter County - Place HMA.

Attachment: Attachment A (10452 : Approve contract with All-American Construction, Inc.)

Public Agency: The County of Placer

Project Manager: Matt Randall

Phone Number: 530-745-3564

Dates and Description of Work: 2023 - Paving Project - Various Locations in Placer County.

Public Agency: The City of Meadowview

Project Manager: Zuhair Amawi

Phone Number: 916-808-7620

Dates and Description of Work: 2021/2022 - Meadowview Road Complete Street Rehab Project - Complete Street Rehab project. Paving, Concrete, grading & underground.

Public Agency: The County of Yuba

Project Manager: Brett Pologuin

Phone Number: 530-749-5416

Dates and Description of Work: 2020 - Yuba County Overlay - Various locations in Yuba County - Place HMA on roadways.

Attachment: Attachment A (10452 : Approve contract with All-American Construction, Inc.)

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS BID)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder All-American construction, inc., proposed subcontractor _____, hereby certifies that he has, has not, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Attachment: Attachment A (10452 : Approve contract with All-American Construction, Inc.)

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has, has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Attachment: Attachment A (10452 : Approve contract with All-American Construction, Inc.)

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire: Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

N/A

Attachment: Attachment A (10452 : Approve contract with All-American Construction, Inc.)

Noncollusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the COUNTY of COLUSA
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Attachment: Attachment A (10452 : Approve contract with All-American Construction, Inc.)

Accompanying this proposal is Bidder's Bond

(NOTICE: INSERT THE WORDS "CASH($_____)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.) in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

All-American Construction, Inc.
Jason Stokes - President | Treasurer
Derrek Stokes - Vice President | Secretary

Licensed in conformance with an act providing for the registration of Contractors,
License No. 948762 Classification(s) A & B

ADDENDA -This Proposal is submitted with respect to the changes to the contract included in addenda (if any)

number/s 1, 2, 3

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 1/21/2025

Sign Here

Derrek Stokes
Vice President
Signature and Title of Bidder

Business Address 1700 Acacia Ave

Place of Business Sutter, CA

Place of Residence Sutter, CA

Attachment: Attachment A (10452 : Approve contract with All-American Construction, Inc.)

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

We, All-American Construction, Inc.

as Principal, and

Everest National Insurance Company

as Surety are bound unto the County of Colusa, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for Performing Road Reconstruction College City Road from White Road to 12th Street College City

(Copy here the exact description of work, including location as it appears on the bid)

for which bids are to be opened at Colusa, California on January 21, 2025

(Insert place where bids will be opened) *(Insert date of bid opening)*

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as providedby law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: January 09, 2025.

All-American Construction, Inc.

DEREK STOKES, VP

Principal

Everest National Insurance Company

Surety

By Cassandra Medina

Cassandra Medina, *Attorney-in-fact*

Attachment: Attachment A (10452 : Approve contract with All-American Construction, Inc.)

CERTIFICATE OF ACKNOWLEDGMENT
Pursuant to California Civil Code Section 1189 & 1195

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of
California,
County of
Colusa

On_____before me _____, (insert name and title of the officer)
personally appeared_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

-See Attached - Nevada Notary Acknowledgment Complies with Nevada Revised Statute Chapter 240.

Signature _____

(SEAL)

Attachment: Attachment A (10452 : Approve contract with All-American Construction, Inc.)

NEVADA NOTARY ACKNOWLEDGMENT

THE STATE OF NEVADA

COUNTY OF Washoe

This instrument was acknowledged before me on January 9th, 2025

(date) by Cassandra Medina, (name of person).

Julie Heimdal

Notary Public Signature

JULIE HEIMDAL
Notary Public
State of Nevada
Appt. No. 23-5258-02
My Appt. Expires Aug. 11, 2027

Print Julie Heimdal

Title Notary Public

(Seal)

Attachment: Attachment A (10452 : Approve contract with All-American Construction, Inc.)

everest

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Elizabeth Collodi, John Hopkins, John Weber, Joseph H. Weber, Renee Ramsey, Sara Walliser, Mindy Whitehouse, Jennifer Lakmann, Deanna Quintero, Bill Rapp, Jason March, Matthew Foster, Tony Clark, Samantha Watkins, Phil Watkins, Brad Espinosa, Paula Senna, Pam Sey, Breanna Boatright, Kathleen Le, Sharon Smith, Cassandra Medina

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

***RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 10th day of October 2023.

Everest Reinsurance Company and Everest National Insurance Company

By: Anthony Romano, Senior Vice President

On this **22nd of March 2023**, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 9th day of January 2025.

By: Sylvia Semerdjian, Assistant Secretary

ES 00 01 04 16

Attachment: Attachment A (10452 : Approve contract with All-American Construction, Inc.)

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sutter }

On Jan 20, 2025 before me, Elizabeth A. Sennett-Stokes, Notary Pu
Date *Here Insert Name and Title of the Officer*

personally appeared Derrek Stokes
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ELIZABETH A. SENNETT-STOKES
Notary Public - California
Sutter County
Commission # 2450852
My Comm. Expires Jun 19, 2027

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

Attachment: Attachment A (10452 : Approve contract with All-American Construction, Inc.)

Attachment A
COUNTY OF COLUSA

PURCHASING AND PROCUREMENT
547 Market Street, Suite 110, Colusa, CA 95932

ADMINISTRATION
Molly West, Assistant CAO
(530) 458-0437

(530) 458-0438 . FAX (530) 458-0435

ADDENDUM TO RFB DOCUMENTS

REQUEST FOR BIDS: Road Reconstruction - College City Road

ADDENDUM No. 3

DATE: January 14, 2025

To All Potential Proposers:

This addendum is issued to modify the previously issued documents and/or given for informational purposes and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession. ***Bidder shall acknowledge receipt of any and all addenda at the bottom of this document.***

Per request/question – "Spec. section 10-1.16 HMA, last sentence states " This item is subject to the asphalt and fuel price adjustments as outlined in 5-1.10 Payments of these special provisions. This is in conflict to the response in question #2.

This addendum is to notify bidders that Spec. section 10-1.16 HMA, last sentence is in error and this addendum removes this sentence.

In addition, any text referencing culverts (Page 23 of 52 10-1-1.13) and Geoteck fabric (Page 23 of 52 10-1-1.16) is removed. The bid schedule does not included these as bid items so the reference should be removed.

ACKNOWLEDGEMENT OF ADDENDA

The undersigned Bidder acknowledges receipt of and use of the Addenda above in the preparation of this bid.

Addendum No.3, dated January 14, 2025

_____ 1/20/2025

Name Date

DERREK STOKES

Print Name

Attachment: Attachment A (10452 : Approve contract with All-American Construction, Inc.)

Attachment A

COUNTY OF COLUSA

PURCHASING AND PROCUREMENT

547 Market Street, Suite 110, Colusa, CA 95932

ADMINISTRATION
Molly West, Assistant CAO
(530) 458-0437

(530) 458-0438 . FAX (530) 458-0435

ADDENDUM TO RFB DOCUMENTS

REQUEST FOR BIDS: Road Reconstruction - College City Road

ADDENDUM No. 2

DATE: January 3, 2025

To All Potential Proposers:

This addendum is issued to modify the previously issued documents and/or given for informational purposes and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession. ***Bidder shall acknowledge receipt of any and all addenda at the bottom of this document.***

Per request/question – "Please provide the Geotechnical Engineering report for this project"

This information is not necessary for a contractor to bid the project, however attached is the technical document labeled "SoilsTesting-Section Recommendations"

AWKNOWLEDGEMENT OF ADDENDA

The undersigned Bidder acknowledges receipt of and use of the Addenda above in the preparation of this bid.

Addendum No.2, dated January 3, 2025

Name _____ Date 1/20/2025

DERREK STOKES
Print Name

Attachment: Attachment A (10452 : Approve contract with All-American Construction, Inc.)

Attachment A

COUNTY OF COLUSA

PURCHASING AND PROCUREMENT

547 Market Street, Suite 110, Colusa, CA 95932

ADMINISTRATION
Molly West, Assistant CAO
(530) 458-0437

(530) 458-0438 . FAX (530) 458-0435

ADDENDUM TO RFB DOCUMENTS

REQUEST FOR BIDS: Road Reconstruction - College City Road

ADDENDUM No. 1

DATE: January 2, 2025

To All Potential Proposers:

This addendum is issued to modify the previously issued documents and/or given for informational purposes and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession. ***Bidder shall acknowledge receipt of any and all addenda at the bottom of this document.***

Please remove - Page 13 Special Provisions. "The project site work will commence in the Summer of 2024 at a time agreed to by both County and Contractor when weather conditions allow."

And replace with - Page 13 Special Provisions. "The project site work will commence in the Summer of 2025 at a time agreed to by both County and Contractor when weather conditions allow."

AWKNOWLEDGEMENT OF ADDENDA

The undersigned Bidder acknowledges receipt of and use of the Addenda above in the preparation of this bid.

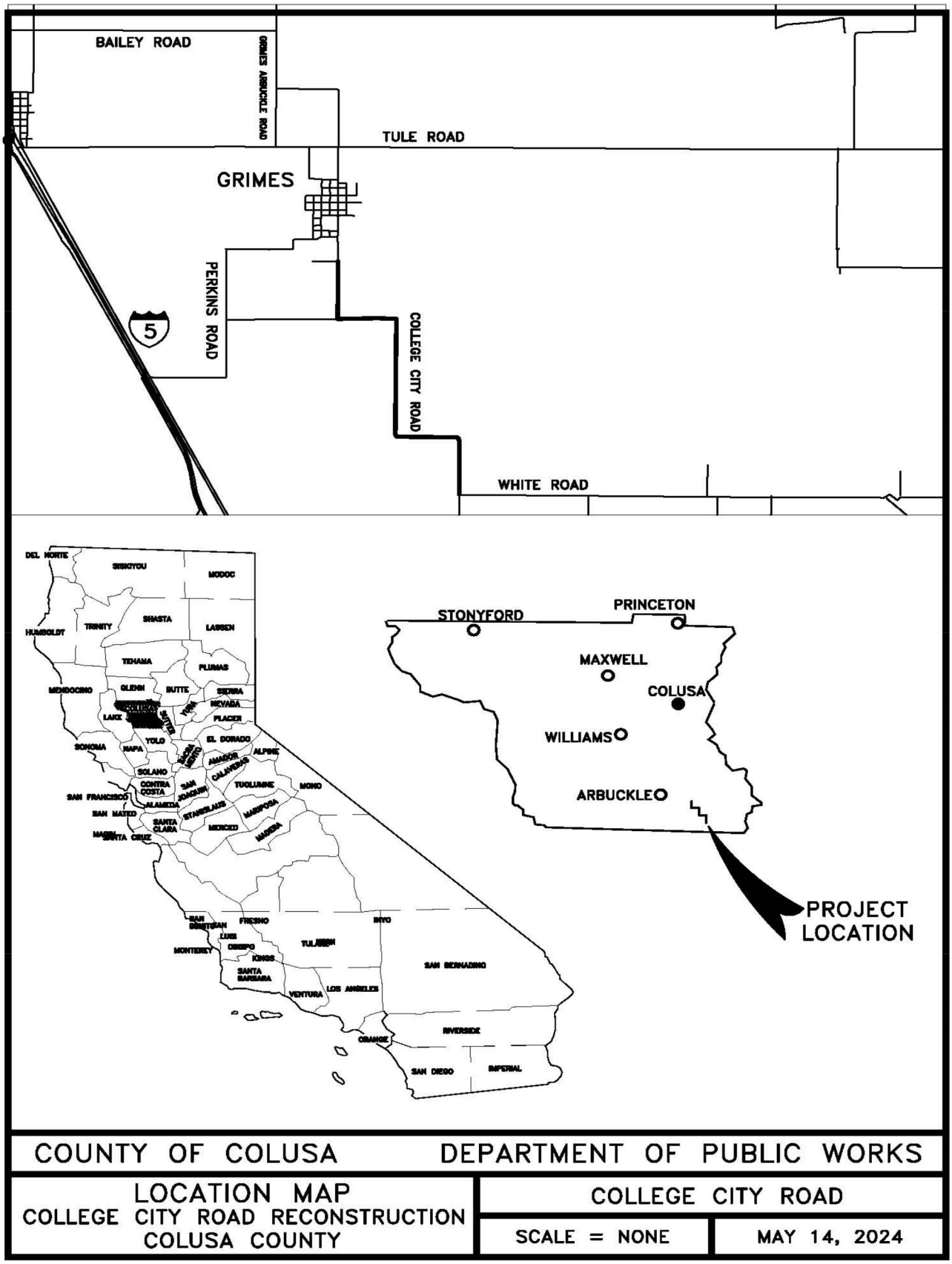
Addendum No.1, dated January 2, 2025

Name _____ Date 1/20/2025

DERREK STOKES

Print Name

Attachment: Attachment A (10452 : Approve contract with All-American Construction, Inc.)



COUNTY OF COLUSA	DEPARTMENT OF PUBLIC WORKS
LOCATION MAP COLLEGE CITY ROAD RECONSTRUCTION COLUSA COUNTY	COLLEGE CITY ROAD
	SCALE = NONE / MAY 14, 2024

Attachment: Project Location (10452 : Approve contract with All-American Construction, Inc.)

COUNTY OF COLUSA, CA 2.9

Request For County Board of Supervisors Action

MEETING DATE: May 6, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve Contract with Foster & Foster Consulting Actuaries, Inc. for actuarial services effective July 1, 2025.

Approve Contract with **Foster & Foster Consulting Actuaries, Inc.** for actuarial services effective July 1, 2025.

Detailed Description/Background of request

The Auditor/Controller is requesting the County enter into a contract with Foster & Foster Consulting Actuaries, Inc. for actuarial professional services. Foster & Foster will provide the County with Governmental Accounting Standards Board (GASB) Standard No 75 Other Post-Employment Benefits (OPEB) Actuarial Valuation Reports, setting forth all County liabilities of the post retirement health benefit program, including a projection of the County's expenditures under the plan.

The cost of this service for the actuarial valuation cycle including FY25/26 and 26/27 is $6,500 and for the actuarial valuation cycle including FY27/28 and 28/29 is $9,000.

Prior Board Action

None.

Fiscal Impact/Funding Source

Budgeted. 001-53180-403

Action for the Clerk

Please number contract, obtain signatures and email to Jonathan Davidson for counter signature, jonathan.davidson@foster-foster.com

ATTACHMENTS:

- Attachment A_2025ScopeandFees-CountyofColusa (PDF)
- Actuarial Professional Services Contract (DOCX)

FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

March 11, 2025

Dear Robert:

Thank you for this opportunity to provide the County with the following proposal for actuarial services. County of Colusa has been a valued client of DFA, LLC, since 2021, whom we have just acquired, and we are committed to continuing our relationship for many years to come.

Fees

Our flat fee, for the scope of work (described below) will be as follows:

Actuarial Report as of July 1, 2025	$4,500
GASB 75 footnote information for fiscal year ending June 30, 2026	$1,000
GASB 75 footnote information for fiscal year ending June 30, 2027	$1,000
Virtual meetings with County staff or board to present or discuss reports[1]	No Charge
Total Fee	$6,500

[1] In-person meeting requests will be subject to time and expense fees.

Actuarial Report as of July 1, 2027	$6,000
GASB 75 footnote information for fiscal year ending June 30, 2028	$1,500
GASB 75 footnote information for fiscal year ending June 30, 2029	$1,500
Virtual meetings with County staff or board to present or discuss reports[1]	No Charge
Total Fee	$9,000

[1] In-person meeting requests will be subject to time and expense fees.

Scope of Work

Foster & Foster will provide County of Colusa with an actuarial report as of July 1, 2025, setting forth all County liabilities of the postretirement health benefit program, including a projection of County expenditures under the plan. Our report will contain the following information:

- Determination of postretirement benefit obligations and components of expense in accordance with the Statement No. 75 of the Governmental Accounting Standards Board for fiscal year beginning July 1, 2025.
- Alternative amounts for prefunding the obligations as a percent of covered employee payroll.
- Reconciliation of Total OPEB Liability with the prior actuarial report.
- Roll-forward of Net OPEB Liability to GASB 75 measurement date.
- Summary of plan provisions, actuarial assumptions, and certification.

Attachment: Attachment A_2025ScopeandFees-CountyofColusa [Revision 1] (10456 : Approve contract with Foster & Foster Consulting

The scope also includes:

- Preparation (or review) of the GASB 75 footnote information at the time the County prepares its financial statements for fiscal years ending June 30, 2026 and June 30, 2027.
- Meeting (virtual or by telephone as requested) with County staff or board to explain the report and discuss any other issues or concerns. In-person meeting requests will be subject to time and expense fees.

Feel free to call us with any questions about this proposal.

Sincerely,

Foster & Foster Consulting Actuaries, Inc.

Attachment: Attachment A_2025ScopeandFees-CountyofColusa [Revision 1] (10456 : Approve contract with Foster & Foster Consulting

C____-_____

Attachment: Actuarial Professional Services Contract [Revision 1] (10456 : Approve contract with Foster & Foster Consulting Actuaries, Inc.)

Actuarial Professional Services Contract

This Actuarial Professional Services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Foster & Foster Consulting Actuaries, Inc. ("Contractor"), a Florida corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with Governmental Accounting Standards Board ("GASB") Standard No. 75 Other Post-Employment Benefits ("OPEB") Actuarial Valuation Reports and ongoing assistance in the preparation or review of GASB 75 footnote disclosures**,** as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on July 1, 2025, and shall continue until June 30, 2029. The GASB 75 OPEB Actuarial Valuation Reports and the financial statement footnotes for all fiscal years shall be completed no later than September 30th of each year following the close of the specific fiscal year.

   Contractor shall not be responsible for delays caused by factors beyond its control provided that approval for any extended time of performance has been first approved by the County.

3. **Compensation:** County will pay Contractor compensation not to exceed fifteen thousand five hundred dollars ($15,500). The flat fee for the actuarial valuation cycle including FY 25/26 & 26/27 is $6,500 and for the actuarial valuation cycle including FY 27/28 & 28/29 is $9,000, which is all-inclusive based on the scope of the project outlined in Attachment "A" (including telephone support to explain and discuss the report). The $15,500 does not include the cost of any direct expenses for an on-site presentation to the County's Board. Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

   A. Invoices shall:
   - **1)** Be prepared on Contractor's letterhead.
   - **2)** Bear Contractor's name as shown on the contract.
   - **3)** Bear the contract number.
   - **4)** Itemize the costs incurred.
   - **5)** Include a summary of the services provided.
   - **6)** Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter

into this Contract.

A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

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

C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.

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

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

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

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

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

Attachment: Actuarial Professional Services Contract [Revision 1] (10456 : Approve contract with Foster & Foster Consulting Actuaries, Inc.)

provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

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

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

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

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

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

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

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

Attachment: Actuarial Professional Services Contract [Revision 1] (10456 : Approve contract with Foster & Foster Consulting Actuaries, Inc.)

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

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

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

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

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

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

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

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

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

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

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

Attachment: Actuarial Professional Services Contract [Revision 1] (10456 : Approve contract with Foster & Foster Consulting Actuaries, Inc.)

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

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

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

If to County:	County of Colusa Auditor/Controller Attn: Robert Zunino 546 Jay Street, Suite 202 Colusa, CA 95932 530.458.0415
If to Contractor:	Foster & Foster Consulting Actuaries, Inc. Attn: Carlos Diaz, Senior Consulting Actuary 411 Borel Avenue, Suite 620 San Mateo, Ca, 94402

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

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

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

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

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

Attachment: Actuarial Professional Services Contract [Revision 1] (10456 : Approve contract with Foster & Foster Consulting Actuaries, Inc.)

Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

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

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

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

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

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

    A. Attachment "A" Scope of contract

COUNTY OF COLUSA

_____Date:_____
Daurice Smith, Board Chair

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

FOSTER & FOSTER CONSULTING ACTUARIES, INC.

_____Date:_____
Jonathan R. Davidson, Chief Legal Officer

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

_____
Patricia Rodriguez, Deputy Clerk

Attachment: Actuarial Professional Services Contract [Revision 1] (10456 : Approve contract with Foster & Foster Consulting Actuaries, Inc.)

COUNTY OF COLUSA, CA 2.10

Request For County Board of Supervisors Action

MEETING DATE: May 6, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve contract with OpenGov (Order Form No. Q-05955) for the County's financial software, effective June 1, 2025.

Approve contract with **OpenGov** (Order Form No. Q-05955) for the County's financial software, effective June 1, 2025.

Detailed Description/Background of request

The Auditor-Controller is requesting approval of the contract with OpenGov which is the County's financial software. The existing contract expires on May 31, 2025. This new contract is through May 31, 2028.

The County has contracted with OpenGov since 2015 for their Budgeting & Planning and Reporting & Transparency software products. In 2020, the County added the Enterprise Resource Planning (ERP) software product. An ERP is a software system that helps governmental agencies streamline their core business processes. The county, in addition to the Budgeting & Planning and Reporting & Transparency products, currently has added the Asset Management and Financial Management products. The Financial Management product provides such services as Accounts Payable, Cash Receipts, Dashboards, General Ledger, Purchase Card, Requisitions, Payroll, Journal Entries and Budget Adjustments, to name a few. Our current contract with OpenGov is due to expire on May 31, 2025 and we are asking for approval to enter into a three-year contract that will take us through May 31, 2028.

Prior Board Action

None.

Fiscal Impact/Funding Source

To be budgeted in the auditor's budget in the amount of $583,615.82 for the three-year term.

Action for the Clerk

Please number contract, obtain signatures and forward to renewals@opengov.com and cc Nazia Gangani, ngangani@opengov.com.

ATTACHMENTS:

- Order Form (PDF)

- Terms of Service _ OpenGov (PDF)

OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number:	Q-05955	**Prepared By:**	Audrey Helle
Created On:	02/06/2025	**Email:**	ahelle@opengov.com
Order Form Expiration:	05/31/2025	**Contract Term:**	36 Months
Subscription Start Date:	06/01/2025		
Subscription End Date:	05/31/2028		

Customer Information:

Customer:	County of Colusa, CA	**Contact Name:**	Robert Zunino
Bill To/Ship To:	546 Jay Street, Suite 202 Colusa, California 95932 United States	**Email:** **Phone:**	rzunino@countyofcolusaca.gov 5304580415

Order Details:

Billing Frequency:	Annual
Payment Terms:	Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Accounts Payable	06/01/2025	05/31/2026	$14,507.56
Cash Receipts	06/01/2025	05/31/2026	$8,335.06
Community Feedback	06/01/2025	05/31/2026	$8,335.05
Dashboards	06/01/2025	05/31/2026	$8,335.05
Financial Integration	06/01/2025	05/31/2026	$3,905.99
Fixed Assets	06/01/2025	05/31/2026	$8,335.05
General Ledger	06/01/2025	05/31/2026	$8,335.06

Attachment: Order Form (10473 : Approve contract with OpenGov)

Operating & Capital Budgeting	06/01/2025	05/31/2026	$7,350.00
Purchase Card	06/01/2025	05/31/2026	$8,335.05
Reporting & Analytics	06/01/2025	05/31/2026	$7,560.00
Requisitions	06/01/2025	05/31/2026	$8,335.06
Story Builder	06/01/2025	05/31/2026	$8,335.05
UKG Ready	06/01/2025	05/31/2026	$85,123.97
Accounts Payable	06/01/2026	05/31/2027	$15,232.93
Cash Receipts	06/01/2026	05/31/2027	$8,751.81
Community Feedback	06/01/2026	05/31/2027	$8,751.80
Dashboards	06/01/2026	05/31/2027	$8,751.80
Financial Integration	06/01/2026	05/31/2027	$4,101.29
Fixed Assets	06/01/2026	05/31/2027	$8,751.80
General Ledger	06/01/2026	05/31/2027	$8,751.81
Operating & Capital Budgeting	06/01/2026	05/31/2027	$7,717.50
Purchase Card	06/01/2026	05/31/2027	$8,751.80
Reporting & Analytics	06/01/2026	05/31/2027	$7,938.00
Requisitions	06/01/2026	05/31/2027	$8,751.81
Story Builder	06/01/2026	05/31/2027	$8,751.80
UKG Ready	06/01/2026	05/31/2027	$89,380.17

Attachment: Order Form (10473 : Approve contract with OpenGov)

Accounts Payable	06/01/2027	05/31/2028	$15,994.58
Cash Receipts	06/01/2027	05/31/2028	$9,189.40
Community Feedback	06/01/2027	05/31/2028	$9,189.39
Dashboards	06/01/2027	05/31/2028	$9,189.39
Financial Integration	06/01/2027	05/31/2028	$4,306.36
Fixed Assets	06/01/2027	05/31/2028	$9,189.39
General Ledger	06/01/2027	05/31/2028	$9,189.40
Operating & Capital Budgeting	06/01/2027	05/31/2028	$8,103.38
Purchase Card	06/01/2027	05/31/2028	$9,189.39
Reporting & Analytics	06/01/2027	05/31/2028	$8,334.90
Requisitions	06/01/2027	05/31/2028	$9,189.40
Story Builder	06/01/2027	05/31/2028	$9,189.39
UKG Ready	06/01/2027	05/31/2028	$93,849.18

Attachment: Order Form (10473 : Approve contract with OpenGov)

Customer Billing/Service Periods:		
Period:	06/01/2025	$185,127.95
Period:	06/01/2026	$194,384.32
Period:	06/01/2027	$204,103.55

Order Form Legal Terms:

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at https://opengov.com/terms-of-service/master-services-agreement/.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work.

Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms

Customer:

Signature:

_____

Name:

_____

Title:

_____

Date:

_____

OpenGov, Inc.

Signature:

_____

Name:

_____

Title:

_____

Date:

_____

Attachment: Order Form (10473 : Approve contract with OpenGov)

OpenGov Master Services Agreement

Last Modified: 9/1/2024

This Master Services Agreement (this "Agreement") is between OpenGov, Inc., a Delaware corporation ("OpenGov"), and a party procuring OpenGov's services ("Customer"). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov's hosted software services and receive professional services. Each Customer will execute an Order Form, which becomes binding when the parties sign it (the "Effective Date").

1. Definitions

1.1. "Customer Data" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data does not include any confidential personally identifiable information.

1.2. "Documentation" means materials produced by OpenGov that provide information about OpenGov's software products and systems.

1.3. "Intellectual Property Rights" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

1.4. "Order Form" means the document(s) separately executed by the parties or attached as an Exhibit, that specifies the Software Services that OpenGov will provide to Customer under this Agreement.

1.5. "Term" refers to the Initial Term defined in Section 6.1 plus all Renewal Terms defined in
Section 6.2.

Attachment: Terms of Service _ OpenGov (10473 : Approve contract with OpenGov)

2. Software Services, Support, and Professional Services

2.1. Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial-off-the-shelf software solutions identified in the applicable Order Form ("Software Services"). Software Services do not include any pre-release features, functionality, and/or software that Customer elects to use while they are in beta.

2.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. Customer may report issues any time; however, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

2.3 Professional Services

2.3.1. If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services ("Professional Services") will be described in an applicable statement of work ("SOW") agreed to by the parties, which is incorporated by reference. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.

2.3.2. Relevant travel expenses are provided in the SOW. Any other travel expenses related to the performance of the Professional Services shall be pre-approved by and reimbursed by Customer.

3. Restrictions and Responsibilities

3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c)

Attachment: Terms of Service _ OpenGov (10473 : Approve contract with OpenGov)

sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services, including but not limited to load testing, or stress testing; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third-party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. Intellectual Property Rights; License Grants; Access to Customer Data

4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat Customer Data for the purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of product enhancement, customer service, and data analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.

4.3. Access to Customer Data. Customer may download Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods.

Attachment: Terms of Service _ OpenGov (10473 : Approve contract with OpenGov)

4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices, which is to delete Customer Data 45 days after termination or expiration of the Agreement. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.

4.5. Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate Feedback into the Software Services and Documentation. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. Confidentiality

5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.

5.2. Confidential Information does not include: (a) data that Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either party; (e) information that was rightfully received by a party from a third party without restriction on use or disclosure; or (f) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

Attachment: Terms of Service _ OpenGov (10473 : Approve contract with OpenGov)

5.3. Each party agrees to obtain prior written consent before disclosing any of the other party's Confidential Information. Each party further agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a party is required to disclose Confidential Information by law or court order, they must notify the other party in writing before making the disclosure to give the other party an opportunity to oppose or limit the disclosure.

6. Term and Termination

6.1. Initial Term. This Agreement begins on the Effective Date and ends on the date the subscription ends ("Initial Term"), according to the Order Form, unless sooner terminated pursuant to Section 6.3.

6.2. Renewal. This Agreement shall automatically renew for another period of the same duration as the Initial Term (each one is a new "Renewal Term") unless either party notifies the other party of its intent not to renew this Agreement in writing no less than 30 days before the end of the then-current term.

6.3. Termination for Cause. If either party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party, the non-breaching party may terminate this Agreement.

6.4. Termination for Non-Appropriation. For any term after the first full year of this Agreement, Customer may terminate this Agreement if it does not appropriate funds to continue this Agreement in a future fiscal year by providing notice in writing no less than 30 days before the end of the then-current term. Such termination shall be effective upon the expiration of the then-current term. To invoke termination under this section, Customer must use good faith efforts to secure the appropriate funds for the next year's fees.

6.5. Effect of Termination. Upon termination of this Agreement pursuant to Section 6: (a) Customer shall pay in full for all Software Services and Professional Services for the then-current annual term, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and

Attachment: Terms of Service _ OpenGov (10473 : Approve contract with OpenGov)

(c) each party shall (at the other party's option) return or delete any of the other party's Confidential Information in its possession.

7. Payment of Fees

7.1. Fees; Invoicing; Payment; Expenses.

7.1.1. Fees. Fees for Software Services and for Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days. Invoices are deemed received when OpenGov emails them to Customer's designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable.

7.1.2. Annual Software Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year or as otherwise agreed upon in the applicable renewal Order Form.

7.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW or Order Form as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Receipts shall be provided for the travel expenses listed on the invoice.

7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe a late interest penalty of the maximum rate permitted by law and (b) If Customer's account remains delinquent (with respect to payment of an undisputed invoice) for 10 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such service suspension based on such Customer's delinquency.

7.3. Taxes. All fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the fees under this Agreement are found at any time to be payable, the amount may be billed by

Attachment: Terms of Service _ OpenGov (10473 : Approve contract with OpenGov)

OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax-exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

8. Representations and Warranties; Disclaimer

8.1. By OpenGov.

8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.

8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, OpenGov will re-perform the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of the completion of Professional Services pursuant to the applicable SOW to receive such warranty remedies.

8.1.3. Software Services Warranty. OpenGov further represents and warrants that for the Term, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of Customer discovering the defect. For any breach of the Software Services warranty, OpenGov will repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted. If OpenGov is unable to do so, Customer may terminate the license for such Software Services and will be entitled to recover all fees paid to OpenGov for the deficient Software Services.

Attachment: Terms of Service _ OpenGov (10473 : Approve contract with OpenGov)

8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its

Attachment: Terms of Service _ OpenGov (10473 : Approve contract with OpenGov)

obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's infringement of the other party's Intellectual Property Rights.

9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. Miscellaneous

10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. For notices required by the Agreement the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: legal@opengov.com with a mailed copy to OpenGov, Inc., 660 3rd Street, Suite 100, San Francisco, CA 94107.

10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.

10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5. Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of

Attachment: Terms of Service _ OpenGov (10473 : Approve contract with OpenGov)

performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

10.7. Survival. The following sections of this Agreement shall survive termination: Section 5. (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

10.8. Assignment. There are no third-party beneficiaries to this Agreement. Except as set forth in this Section 10.8, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.

10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.

10.10. Governing Law and Jurisdiction. This Agreement will be governed by the laws of Customer's jurisdiction, without regard to conflict of laws principles. The parties submit to personal jurisdiction and venue in the courts of Customer's jurisdiction.

10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any additional or different terms in a purchase order or click-through

Attachment: Terms of Service _ OpenGov (10473 : Approve contract with OpenGov)

agreement are expressly rejected by the Parties and are void. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

Attachment: Terms of Service _ OpenGov (10473 : Approve contract with OpenGov)

COUNTY OF COLUSA, CA 2.11

Request For County Board of Supervisors Action

MEETING DATE: May 6, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: **Approve the 2nd Modification with Fifth Asset Inc., dba DebtBook for the cloud-based debt, lease and Subscription Based IT Arrangements management software program, effective April 15, 2025.**

Approve the 2nd Modification with **Fifth Asset Inc., dba DebtBook** for the cloud-based debt, lease and Subscription Based IT Arrangements management software program, effective April 15, 2025.

Detailed Description/Background of request

The Auditor-Controller's Office is requesting approval of the second modification with Fifth Asset Inc., dba DebtBook for a powerful, easy-to-use, cloud-based debt, lease, and Subscription Based IT Arrangements (SBITA's) management software program. With DebtBook's assistance and software, the Auditor was able to implement GASB 87 during FY 21/22 and GASB 96 during FY 22/23. Additionally, they utilized the debt module and uploaded all of the debt information into the software program for tracking purposes.

The Auditor-Controller is requesting to renew the contract for an additional three years, which will provide continued assistance and software access for the lease and SBITA information tracking. The debt module will not be renewed as the price is not justified when compared to the fact that the County only has two sources of debt currently.

The new contract term is April 15, 2025 through April 14, 2028.

Prior Board Action

C23-079 and C24-183

Fiscal Impact/Funding Source

Budgeted within the department's budget. Fiscal impact over 3 years is $23,250.

Action for the Clerk

Please obtain signatures, number contract and forward to Robert Zunino for vendor distribution.

ATTACHMENTS:

- 2nd Mod_Fifth Asset Inc., dba DebtBook (PDF)

- C24-183_1st Mod Fifth Asset Inc., dba DebtBook (PDF)
- C23-079_Fifth Asset Inc., dba DebtBook (PDF)

Second Modification to Colusa County Contract C23-079

DebtBook

RENEWAL AMENDMENT & ORDER FORM

This Renewal Amendment & Order Form ("**Renewal Amendment**") to the existing Agreement, as defined below, is entered into between Fifth Asset, Inc. d/b/a DebtBook ("**DebtBook**") and the Customer identified in the signature block below ("**Customer**")(together, the "**Parties**"), is effective as of the date of Customer's signature below and amends the Agreement as set forth below.

RECITALS

WHEREAS, the Parties have previously executed the Agreement dated April 15, 2023 (together, the "**Agreement**"), as amended, which established the rights and obligations of each party with respect to the Services.

WHEREAS, the Parties now wish to amend the Agreement to renew the Agreement and the Services for an additional three years.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and the continuing rights and obligations of the parties as set forth in the Agreement and the Renewal Amendment, the parties agree as follows:

SERVICES & FEES

Compliance

Item & Description		Year 1	Year 2	Year 3
Lease & SBITA Management Complete	**Price**	**$7,500.00**		
Annual recurring fee for DebtBook's Lease and SBITA management software-as-a-service application provided to Customer through access to the Application Services				

Annual Summary	Year 1	Year 2	Year 3
Recurring Subscription Fees	$7,500.00	$7,750.00	$8,000.00
One-Time Implementation Fees	$0.00		
Annual Total	**$7,500.00**	**$7,750.00**	**$8,000.00**
TOTAL			**$23,250.00**

TERMS

1. The Parties have agreed to renew and extend the Agreement for an additional three years beginning on April 15, 2025 (the "**Renewal Date**") and concluding on April 14, 2028 (the "**Renewal Term**").

2. The definition for "**Application Services**" in the Agreement is hereby amended to mean the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. "**Products**" means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.

3. The Fees for each year of the Renewal Term are set forth above and will be due and payable on the Renewal Date and on each anniversary thereafter, subject in each case to the payment terms in the Agreement.

4. Any reference to the "Agreement" will mean the Agreement as modified by this Renewal Amendment. On the first day of the Renewal Term, this Renewal Amendment will constitute an "Order Form" as defined in the Agreement. Capitalized terms not defined herein will have the same meaning ascribed to them as set forth in the Agreement.

5. The express provisions of this Renewal Amendment constitute the sole amendment and modification of the Agreement by and between the Parties in connection with the Renewal Term. This Renewal Amendment may be executed in counterparts, including facsimile or other electronic counterparts.

6. Each of the undersigned represents that they are authorized to (1) execute and deliver this Renewal Amendment on behalf of their respective party and (2) bind their respective party to the terms of the Agreement, and (3) sufficient funds have been appropriated and are available to pay any Fees due under the Agreement in Customer's current fiscal year.

<Signatures on the following page>

Attachment: 2nd Mod_Fifth Asset Inc., dba DebtBook (10475 : Approve 2nd Modification with Fifth Asset Inc., dba DebtBook)

Second Modification to Colusa County Contract C23-079

Fifth Asset, Inc. d/b/a DebtBook	**County of Colusa, CA**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attachment: 2nd Mod_Fifth Asset Inc., dba DebtBook (10475 : Approve 2nd Modification with Fifth Asset Inc., dba DebtBook)

C24-183

First Modification Renewal Order Form

This First Modification of the Renewal Order Form ("Contract") is between County of Colusa ("County"), a political subdivision of the State of California, and Fifth Asset, Inc., dba DebtBook, a Delaware Corporation.

Background

On April 15, 2022, the parties executed Contract C23-079 for the Contractor to provide County with the DebtBook platform.

The parties now want to modify the Contract to add Attachment A.1. approving additional services in the form of a Premium Support package. With this package, clients are able to provide applicable agreements to DebtBook which then verify if those agreements qualify for disclosure under GASB 87 or GASB 96.

Modification

The parties agree to modify the Contract effective October 15, 2024, as follows:

1. Attachment A.1, Order Form is included to add Premium Support Services.

COUNTY OF COLUSA

Date: 10/15/24

for Gary J. Evans, Chair

APPROVED AS TO FORM

Richard Stout, County Counsel

FIFTH ASSET, INC., DBA DEBTBOOK

Michael Juby Date: 10/21/24

Signature

Michael Juby

Printed Name and Title

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

Patricia R

Patricia Rodriguez, Deputy Clerk

Attachment: C24-183_1st Mod Fifth Asset Inc., dba DebtBook (10475 : Approve 2nd Modification with Fifth Asset Inc., dba DebtBook)

C24-183

Attachment A.1

DebtBook

ORDER FORM

I. General Information

Customer Information

Customer Name:	Colusa County, CA ("Customer")
Address:	546 Jay Street, Suite 202 Colusa, CA 95932
Contact Name:	Robert Zunino
Email:	rzunino@countyofcolusa.org

Customer Billing Information

Address:	546 Jay Street, Suite 202 Colusa, CA 95932
Billing Email:	rzunino@countyofcolusa.org

Order Form Information

Order Form Effective Date: Date of last signature

Agreement Effective Date: April 15, 2022

II. Products & Services

Item & Description	Quantity	Unit Price	Total
Premium Support Annual recurring fee for Premium Support Services provided in units of up to 25 agreements per unit per 12 month term	1	$1,250.00	$1,250.00
		Total	**$1,250.00**

III. Order Form Terms

1. **Services**. This Order Form sets forth the Services to be provided to Customer, including the specific Products to be provided to Customer through its access to the Applications Services.
2. **Term**. The Initial Term of this Order Form begins on the Effective Date and ends on April 14, 2025. Thereafter, this Order Form will renew in accordance with the Agreement (as defined below).
3. **Fees**. DebtBook will invoice Customer upon signature of this Order Form. DebtBook will charge Customer the Annual Fees payable for the period beginning on the Effective Date of this Order Form and ending on April 14, 2025. For the avoidance of doubt, the Annual Fees will not be prorated. All Fees thereafter will be due and payable annually and subject to the payment terms of the Agreement. Each invoice will be emailed to Customer's billing contacts indicated above.

IV. Additional Terms

1. Customer will provide applicable agreements to DebtBook as the Customer receives the agreements throughout the year. Failure to provide the agreements promptly as they are received throughout the year may cause material delays or otherwise limit DebtBook's ability to perform the Premium Support Services.
2. All agreements submitted by Customer to DebtBook in accordance with the Agreement will be processed by DebtBook within 90 days of receipt.
3. DebtBook will not issue refunds or credits for any unused Premium Support.

V. General Terms

This Order Form and the Services are governed by the written Agreement (the "Agreement") executed between the Parties, as amended. The Agreement supersedes any prior discussion or representations regarding Customer's purchase and use of the Products and Services described in this Order Form. Each of the undersigned represents that (1) they are authorized to execute and deliver this Order Form on behalf of their respective party, (2) they are authorized to bind their respective party to the

Attachment: C24-183_1st Mod Fifth Asset Inc., dba DebtBook (10475 : Approve 2nd Modification with Fifth Asset Inc., dba DebtBook)

C24-183

terms of the Agreement, and (3) if Customer is a Government Entity, sufficient funds have been appropriated and are available to pay any Fees due under the Agreement in Customer's current fiscal year. Capitalized terms not defined in this Order Form will have the same meaning ascribed to them as set forth in the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. If permitted by applicable law, electronic signatures may be used for the purpose of executing this Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

Fifth Asset, Inc. d/b/a DebtBook	**Colusa County, CA**
By: Michael Juby	By: See Cover Sheet
Name: Michael Juby	Name:
Title: COO	Title:
Date: 10/21/24	Date:

Attachment: C24-183_1st Mod Fifth Asset Inc., dba DebtBook (10475 : Approve 2nd Modification with Fifth Asset Inc., dba DebtBook)

C23-079

RENEWAL ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook ("**DebtBook**") is pleased to provide Colusa County, CA ("**Customer**") with the Services subject to the terms established in this Order Form, including DebtBook's Price Quote attached as **Exhibit A** and incorporated herein by this reference (the "**DebtBook Quote**").

On and after the Effective Date listed below, this Order Form supersedes and replaces the Order Form previously executed and delivered by DebtBook and the Customer (the "**Original Order Form**"). This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

The Services are subject to DebtBook's General Terms & Conditions, which were provided to Customer in connection with the execution and delivery of the Original Order Form (the "**Terms & Conditions**"), and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Order Form Details	
Effective Date: 4/15/2023	Billing Frequency: Annually
Initial Term End Date: 4/14/2025	Payment Terms: Net 30
Initial Pricing Tier: Tier 2	See the DebtBook Quote for more details

Services. Subject to the terms described in this Order Form, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and, if requested, the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

Fees. DebtBook will charge Customer (1) a recurring Subscription Fee for Customer's access to the Onboarding Services, the Application Services, and the Support Services and (2) if applicable, an Implementation Fee for the Implementation Services, in each case as set forth in the DebtBook Quote and this Order Form.

Generally, DebtBook sets Fees using its standard pricing schedule for the Services based on the Customer's applicable Pricing Tier, which is based on the total number and amount of the Customer's Application Obligations at the time of determination. DebtBook's current pricing schedule and Pricing Tiers are set forth in the DebtBook Quote, which will remain in effect with respect to Customer throughout the Initial Term.

The Initial Pricing Tier indicated above is based on Customer's good faith estimate of its Application Obligations as of the Effective Date. The Subscription Fees to be charged as provided in the DebtBook Quote will not change during the Initial Term, regardless of any change to the actual number or amount of the Customer's Application Obligations during the Initial Term.

Implementation Services. At Customer's request, DebtBook will provide Implementation Services to Customer for a 12-month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter (each, an **"Implementation Period"**). Customer may request Implementation Services at any time during the Term.

If Implementation Services are requested for any Implementation Period, then the Implementation Fee will be based on the aggregate number and amount of the Customer's Application Obligations at the beginning of such Implementation Period. The Implementation Fee will be due and payable at the later of (1) the beginning of the applicable Implementation Period or (2) the date on which Customer requests Implementation Services for such Implementation Period, and will entitle Customer, in each case, to Implementation Services at the applicable Pricing Tier through the end of the Implementation Period then in effect.

For any Implementation Period, if the total number or amount of Customer's Application Obligations implemented causes Customer's applicable Pricing Tier to increase, then DebtBook will charge Customer an additional Implementation Fee such that the total Implementation Fee charged for such Implementation Period equals the Implementation Fee applicable to the increased Pricing Tier as set forth in the DebtBook Quote.

Attachment: C23-079_Fifth Asset Inc., dba DebtBook (10475 : Approve 2nd Modification with Fifth Asset Inc., dba DebtBook)

Billing. Unless otherwise provided in the Order Form or the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer's billing contact indicated below.

Renewal Term. The Agreement is subject to renewal on the terms set forth in the Terms & Conditions. The Pricing Tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer's Application Obligations at the time of renewal.

Termination. The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

Entire Agreement. By executing this Order Form, each party agrees to be bound by this Order Form, the Terms & Conditions, the Incorporated Documents, and any Customer Terms.

This Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete "Agreement" between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

Intellectual Property. Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

Important Disclaimers & Limitations. EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

Attachment: C23-079_Fifth Asset Inc., dba DebtBook (10475 : Approve 2nd Modification with Fifth Asset Inc., dba DebtBook)

Authority; Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

By: Tyler Traudt
Name: Tyler Traudt
Title: CEO

COLUSA COUNTY, CA

By:
Name: Kent S. Boes
Title: Chairman, County Board of Supervisors

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

Melissa Kitts, Deputy

APPROVED AS TO FORM

Richard Stout, County Counsel

Notice Address

PO Box 667950
Charlotte, NC 28266
Attention: Chief Executive Officer
tyler.traudt@debtbook.com

Notice Address
Colusa County
Auditor-Controller
547 Market Street
Colusa, CA. 95932
Attention: Andrea Navarro
agnavarro@countyofcolusa.org

Billing Contact
Same as above.

Attachment: C23-079_Fifth Asset Inc., dba DebtBook (10475 : Approve 2nd Modification with Fifth Asset Inc., dba DebtBook)

C23-079

Exhibit A

DebtBook Quote

[See attached.]

Attachment: C23-079_Fifth Asset Inc., dba DebtBook (10475 : Approve 2nd Modification with Fifth Asset Inc., dba DebtBook)

C23-079

DebtBook Quote

Colusa County, CA

547 Market Street

Colusa, CA 95932

Andrea Navarro

Assistant Auditor-Controller

agnavarro@countyofcolusa.org

Prepared By:

DebtBook

Chad Cowan

Account Director

chad.cowan@debtbook.com

Notice Address:

PO Box 667950

Charlotte, NC 28266

Products & Services

Description	Qty	Annual Fee	Discount	Total
Implementation Charge: Tier 2 This represents the cost of our White Glove Implementation process for GASB 96 for your organization.	1	$2,000 Year 1	–	$2,000 Year 1 Cost
Subscription Charge: Tier 2 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	$13,000 Year 1	–	$13,000 Year 1 Cost
Subscription Charge: Tier 2 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	$13,000 Year 2	–	$13,000 Year 2 Cost

Total 2 Year Renewal Cost with Implementation (Billed Annually): $28,000

Attachment: C23-079_Fifth Asset Inc., dba DebtBook (10475 : Approve 2nd Modification with Fifth Asset Inc., dba DebtBook)

C23-079

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these "**Terms & Conditions**") which govern the Customer's access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, the Customer agrees to be bound by these Terms.

1. Definitions.

"**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

"**Agreement**" means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

"**Application Obligations**" means, collectively, Customer's debt, lease, and other financial obligations relevant to the Application Services.

"**Application Services**" means DebtBook's debt, lease, and financial obligation management and compliance software-as-a-service application.

"**Appropriate Security Measures**" means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

"**Authorized User**" means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

"**Customer**" means the person or entity purchasing the Services as identified in the Order Form.

"**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

"**Customer Terms**" means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form. For the avoidance of doubt, "Customer Terms" does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

"**DebtBook**" means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

"**DebtBook IP**" means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

"**Documentation**" means DebtBook's end user documentation and content, regardless of media, relating to the Services made available from time to time on DebtBook's website at https://support.debtbook.com.

"**Feedback**" means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

"**Governing State**" means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, "Governing State" means the State of North Carolina.

"**Government Entity**" means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

Attachment: C23-079_Fifth Asset Inc., dba DebtBook (10475 : Approve 2nd Modification with Fifth Asset Inc., dba DebtBook)

C23-079

"**Implementation Services**" means, if requested by Customer, the additional implementation services provided to Customer on an annual basis, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data.

"**Incorporated Documents**" means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at https://www.debtbook.com/legal.

"**Initial Term**" means the Initial Term of the Services beginning on the Effective Date and ending on the Initial Term End Date, as established in the Order Form.

"**Onboarding Services**" means onboarding services, support, and training as required to make the Application Services available to the Customer during the Initial Term.

"**Order Form**" means (1) the order document executed and delivered by DebtBook and Customer for the Initial Term or (2) to the extent applicable, any subsequent order document executed and delivered by DebtBook and Customer for any Renewal Term.

"**Pricing Tier**" means the Customer's applicable pricing tier, determined based on the number and amount of Application Obligations at the time of determination, as set forth in the schedule included as part of the Order Form.

"**Privacy Policy**" means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

"**Renewal Term**" means any renewal term established in accordance with the terms of the Agreement.

"**Services**" means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services.

"**SLA**" means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

"**Support Services**" means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

"**Term**" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"**Usage Policy**" means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

Attachment: C23-079_Fifth Asset Inc., dba DebtBook (10475 : Approve 2nd Modification with Fifth Asset Inc., dba DebtBook)

C23-079

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will use commercially reasonable efforts to make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees ("**Fees**") set forth in the Order Form. DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Order Form. Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance

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of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

Attachment: C23-079_Fifth Asset Inc., dba DebtBook (10475 : Approve 2nd Modification with Fifth Asset Inc., dba DebtBook)

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(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED $1,000,000.

(c) Customer Indemnification. To the extent permitted by applicable law, Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party

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Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

(i) the Initial Term of the Agreement will begin on the Effective Date and end on the Initial Term End Date;

(ii) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(iii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule published on DebtBook's website and generally appliable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Agreement:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if (1) Customer is a governmental entity and (2) sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

Attachment: C23-079_Fifth Asset Inc., dba DebtBook (10475 : Approve 2nd Modification with Fifth Asset Inc., dba DebtBook)

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12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, any Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Order Form (2) the Customer Terms, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "**Notice**") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. To the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

Attachment: C23-079_Fifth Asset Inc., dba DebtBook (10475 : Approve 2nd Modification with Fifth Asset Inc., dba DebtBook)

C23-079

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law; and

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

Attachment: C23-079_Fifth Asset Inc., dba DebtBook (10475 : Approve 2nd Modification with Fifth Asset Inc., dba DebtBook)

COUNTY OF COLUSA, CA 2.12

Request For County Board of Supervisors Action

MEETING DATE: May 6, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: **Approve Amendment A1 (23-30089) with the California Department of Health Care Services for the purpose of identifying and providing covered Drug Medi-Cal services for Substance Use Disorder treatment to beneficiaries residing in the Contractor's service area, effective May 6, 2025.**

Approve Amendment A1 (23-30089) with the **California Department of Health Care Services** for the purpose of identifying and providing covered Drug Medi-Cal services for Substance Use Disorder treatment to beneficiaries residing in the Contractor's service area, effective May 6, 2025.

Detailed Description/Background of request

Behavioral Health requests to approve Amendment 1 to the Agreement with the California Department of Health Care Services (#23-30089) to increase the maximum amount payable by DHCS and update Exhibit B, Attachment I.

Behavioral Health entered into an Agreement with the Department of Health Care Services (DHCS) for the purpose of identifying and providing covered Drug Medi-Cal (DMC) services for Substance Use Disorder (SUD) treatment to beneficiaries residing in the Contractor's service area pursuant to the Health and Safety Code (HSC), the Welfare & Institution Code (W&I Code), and Title 22 of the California Code of Regulations (Title 22), and the behavioral health payment reform provisions approved in the CalAIM Terms and Conditions and associated instruction issued by the department.

The objective of this Contract is to make SUD treatment services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX or Title XXI of the Social Security Act for reimbursable covered services rendered by enrolled DMC providers, including but not limited to Contractor-operated or subcontracted providers.

This Agreement, as required by Welfare and Institutions Code, sets forth conditions and requirements that County must meet in order to receive the funding.

Behavioral Health requests that the agreement be amended in order to increase the

maximum amount payable by $189,200 for a maximum amount of $920,800. Behavioral Health also requests that the "Exhibit B, Attachment I" be replaced by an updated "Exhibit B, Attachment I" to reflect the increase in maximum funding allocations.

Prior Board Action

C23-168, State Agreement Number: 23-30089

Fiscal Impact/Funding Source

None. This agreement is required for the County to receive funding for reimbursable covered services, as noted above, for a maximum funding amount of $920,800.

Action for the Clerk

Please number contract and see below:
Enclosed for signature is the multi-year Intergovernmental Agreement (IA) Amendment A1 for Drug Medi-Cal (DMC) services for Fiscal Years (FY) 2023-24 through FY 2026-27. The IA must be signed by the Contractor's appropriate designee and returned to the Department of Health Care Services (DHCS) **by close of business May 11, 2025.**

The requirements for processing the enclosed multi-year IA Amendment A1 include the following:

-Obtain a resolution, approved board minutes, order, motion, or ordinance from the County Board of Supervisors (BOS), which specifically approves and authorizes execution of this Contract.

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

-Return the following to DHCS via regular mail: **Please do not staple any documents. **
-One copy of resolution, approved board of minutes, order, motion, or ordinance (or authority documentation if signed by someone other than BOS).

-Two original signed STD 213As. Only an original wet signature will be accepted; signature stamps or seals are not an acceptable form of signature.

-Two original signed CCC 04/2017 (Contractor Certification Clauses)

-Two original signed California Civil Rights Laws Certification (CaCR)

-Two copies of Exhibit B Attachment I - Budget Detail and Payment Provisions

Department of Health Care
Procurement and Contracts Division
Attention: Itzel Medina
1501 Capitol Avenue, MS 4200

Sacramento, CA 95814

ATTACHMENTS:

- STD 213A_Standard Agreement (PDF)
- Exhibit B, Attachment I_Budget Detail and Payment Provisions (PDF)
- CCC 042017_Contractor Certification Clauses (PDF)
- California Civil Rights Laws Certification (PDF)
- C23-168 California Department of Health Care Services (23-30089) (PDF)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

SCO ID: 4260-2330089-A1

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Numbe
23-30089	A1	

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

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTOR NAME
County of Colusa

2. The term of this Agreement is:

START DATE
July 1, 2024

THROUGH END DATE
June 30, 2027

3. The maximum amount of this Agreement after this Amendment is:
$731,600.00 (Seven Hundred, Thirty-One Thousand, Six Hundred Dollars)

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

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

II. Purpose of amendment: This Amendment increases the maximum amount payable on the face of the original STD213 by $189,200.00 for a total maximum amount of $920,800.00.

III. This Amendment is to hereby replace the following exhibits: Exhibit B, Attachment I Funding Amounts. Certain changes made in the exhibit(s) are shown as strikethrough text for text deletions and bold and underline for text additions.

All other terms and conditions shall remain the same.

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

CONTRACTOR

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

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

PRINTED NAME OF PERSON SIGNING	TITLE
Daurice K. Smith	Board Chair

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

Attachment: STD 213A_Standard Agreement [Revision 1] (10477 : Approve Amendment with CA Department of Health Care Services)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

SCO ID: 4260-2330089-A1

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Numbe
23-30089	A1	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of Health Care Services			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1501 Capitol Avenue, MS 4200	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) WIC 14124.20(a) & 14124.24(i)		

Attachment: STD 213A_Standard Agreement [Revision 1] (10477 : Approve Amendment with CA Department of Health Care Services)

County of Colusa
23-30089 A1

Exhibit B, Attachment I
Funding Amounts

Fiscal Year 2023-24	Funding Amount
	Original
State General Funds (7/1/23 to 6/30/24)	
Non Perinatal ODS Waiver SGF** (08)	12,500
Perinatal ODS Waiver SGF** (09)	1,000
Administration Costs & QA/UR SGF** (603)	12,400
TOTAL	**25,900**
Drug Medi-Cal Federal Share (7/1/23 to 6/30/24)	
Non Perinatal Federal Share (01)	125,000
Perinatal Federal Share (03)	10,000
Administration Costs & QA/UR (603)	22,000
TOTAL	**157,000**
GRAND TOTAL	**182,900**

Fiscal Year 2024-25	Funding Amount	
	Original	A1
State General Funds (7/1/24 to 6/30/25)		
Non Perinatal ODS Waiver SGF** (08)	~~12,500~~	**25,000**
Perinatal ODS Waiver SGF** (09)	1,000	**100**
Administration Costs & QA/UR SGF** (603)	~~12,400~~	**15,000**
TOTAL	**~~25,900~~**	**40,100**
Drug Medi-Cal Federal Share (7/1/24 to 6/30/25)		
Non Perinatal Federal Share (01)	~~125,000~~	**300,000**
Perinatal Federal Share (03)	10,000	**10,000**
Administration Costs & QA/UR (603)	22,000	**22,000**
TOTAL	**~~157,000~~**	**332,000**
GRAND TOTAL	**~~182,900~~**	**372,100**

Fiscal Year 2025-26	Funding Amount
	Original
State General Funds (7/1/25 to 6/30/26)	
Non Perinatal ODS Waiver SGF** (08)	12,500
Perinatal ODS Waiver SGF** (09)	1,000
Administration Costs & QA/UR SGF** (603)	12,400
TOTAL	**25,900**
Drug Medi-Cal Federal Share (7/1/25 to 6/30/26)	
Non Perinatal Federal Share (01)	125,000
Perinatal Federal Share (03)	10,000
Administration Costs & QA/UR (603)	22,000
TOTAL	**157,000**
GRAND TOTAL	**182,900**

Fiscal Year 2026-27	Funding Amount
	Original
State General Funds (7/1/26 to 6/30/27)	
Non Perinatal ODS Waiver SGF** (08)	12,500
Perinatal ODS Waiver SGF** (09)	1,000
Administration Costs & QA/UR SGF** (603)	12,400
TOTAL	**25,900**
Drug Medi-Cal Federal Share (7/1/26 to 6/30/27)	
Non Perinatal Federal Share (01)	125,000
Perinatal Federal Share (03)	10,000
Administration Costs & QA/UR (603)	22,000
TOTAL	**157,000**
GRAND TOTAL	**182,900**

Original Four-Year Total	**731,600**
A1 Four-Year Total	**920,800**

** State General Fund amounts are based on biannual

Attachment: Exhibit B, Attachment I_Budget Detail and Payment Provisions (10477 : Approve

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

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

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
	Colusa

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

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

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

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

1) the dangers of drug abuse in the workplace;

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

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

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

c. Every employee who works on the proposed Agreement will:

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

Attachment: CCC 042017_Contractor Certification Clauses (10477 : Approve Amendment with CA Department of Health Care Services)

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

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

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

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

Attachment: CCC 042017_Contractor Certification Clauses (10477 : Approve Amendment with CA Department of Health Care Services)

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (Pub. Contract Code §10410):

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

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

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions,

Attachment: CCC 042017_Contractor Certification Clauses (10477 : Approve Amendment with CA Department of Health Care Services)

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Attachment: CCC 042017_Contractor Certification Clauses (10477 : Approve Amendment with CA Department of Health Care Services)

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

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

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

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

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

CERTIFICATION

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

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

By (Authorized Signature)

Printed Name and Title of Person Signing

Executed in the County of	Executed in the State of
Colusa	CA

Date Executed

Attachment: California Civil Rights Laws Certification (10477 : Approve Amendment with CA Department of Health Care Services)

SCO ID: 4260-2330089

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-30089	

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

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTOR NAME
County of Colusa

2 The term of this Agreement is

START DATE
July 1, 2023

THROUGH END DATE
June 30, 2027

3. The maximum amount of this Agreement is:
$731,600.00 (Seven Hundred, Thirty-One Thousand, Six Hundred Dollars)

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit A, Attachment I	Program Specifications	43
Exhibit B	Budget Detail and Payment Provisions	11
Exhibit B, Attachment I	Funding Amounts	1
Exhibit C *	General Terms and Conditions	GTC 4/2017
Exhibit D(F)	Special Terms and Conditions	41
Exhibit E	Additional Provisions	4
Exhibit F	HIPAA Business Associate Addendum	10

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

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

CONTRACTOR

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

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

PRINTED NAME OF PERSON SIGNING	TITLE
Kent Boes	Board of Supervisors Chair

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED
8/15/23

ATTEST: Wendy G. Tyler,
Clerk to the Board of Supervisors
By _____, Deputy
Melissa Kitts

Attachment: C23-168 California Department of Health Care Services (23-30089) (10477 : Approve Amendment with CA Department of Health Care

SCO ID: 4260-2330089

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

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-30089	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of Health Care Services			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1501 Capitol Avenue, MS 4200	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING Robert M. Strom	TITLE Staff Services Manager II		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED SEP 11 2023		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) W&I Code 14087.4		

Attachment: C23-168 California Department of Health Care Services (23-30089) (10477 : Approve Amendment with CA Department of Health Care

Exhibit A
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein.

DHCS and the Contractor enter into this contract pursuant to Section 14124.21 of the Welfare and Institutions Code (hereinafter referred to as W&I Code), and section 11772 of the Health and Safety Code (hereinafter referred to as HSC), DHCS and the Contractor identified in the Standard Agreement are the only parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

DHCS and the Contractor enter into this contract for the purpose of identifying and providing for covered Drug Medi-Cal services for substance use treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the HSC, Sections 14021.51 – 14021.53, and 14124.20 – 14124.25 of the W&I Code, and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1.

The objective is to make substance use treatment services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX and Title XXI of the Social Security Act for reimbursable covered services rendered by certified DMC providers.

2. Service Location

The services must be performed at applicable Drug Medi-Cal certified facilities in the County of Colusa.

3. Service Hours

The services must be provided during the working hours and days as defined by the Contractor.

4. Project Representatives

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

Department of Health Care Services	**County of Colusa**
Contract/Grant Manager: Scott Oros Telephone: (916) 713-8557 Fax: (916) 322-1176 Email: scott.oros@dhcs.ca.gov	Contract/Grant Manager: Tony Hobson, Ph.D., Director Office: (530) 458-0520 Fax: (530) 458-7751 Email: thobson@countyofcolusa.com

Attachment: C23-168 California Department of Health Care Services (23-30089) (10477 : Approve Amendment with CA Department of Health Care

Exhibit A
Scope of Work

B. Direct all inquiries to:

Department of Health Care Services	County of Colusa
Department of Health Care Services MCBHD – Program Policy Section Attention: Sarah Rougeux 1500 Capitol Avenue, MS 2702 Sacramento, CA 95814 Telephone: (916) 713-8558 Fax: (916) 322-1176 Email: sarah.rougeux@dhcs.ca.gov	County Department of Behavioral Health Attention: Tony Hobson, Ph.D., Director Colusa County Behavioral Health 162 E. Carson St., Suite A Colusa, CA 95932 Office: (530) 458-0520 Fax: (530) 458-7751 Email: thobson@countyofcolusa.com

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

5. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement must comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Sections 7405 and 11135 codifies Section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

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

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State

Attachment: C23-168 California Department of Health Care Services (23-30089) (10477 : Approve Amendment with CA Department of Health Care

Exhibit A
Scope of Work

determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that will be grounds for termination of this agreement. The State must provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination will be at the sole discretion of the State.

7. See Exhibit A, Attachment I, for a detailed description of the services to be performed.

Attachment: C23-168 California Department of Health Care Services (23-30089) (10477 : Approve Amendment with CA Department of Health Care

Exhibit A, Attachment I
Program Specifications

Part I: Drug Medi-Cal Treatment Program Substance Use Disorder Services

Section 1: Formation and Purpose

This Exhibit A, Attachment I, Part I of the Contract is entered into by and between the Department of Health Care Services (DHCS) and the Contractor for the purpose of identifying and providing for covered Drug Medi-Cal (DMC) services for Substance Use Disorder (SUD) treatment to beneficiaries residing in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14059.5, and 14124.20 – 14124.25, 14184.402, and 14184.403 of the Welfare & Institution Code (hereinafter referred to as W&I Code), and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1; and the behavioral health payment reform provisions approved in the CalAIM Terms and Conditions and associated instruction issued by the department pursuant to subdivision (d) of W&I Code Section 14184.102.

A. It is further agreed this Contract is controlled by applicable provisions of: (a) the W&I Code, Division 9, Part 3, Chapter 7, sections 14000, *et seq.*, in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, and Article 1.3, Sections 14043, *et seq.*, (b) Title 22, including but not limited to Sections 51490.1, 51341.1 (with the exception of the provisions superseded by W&I Code, Division 9, Part 3, Chapter 7, Article 5.51 as set forth in this contract and/or Behavioral Health Information Notice (BHIN) related to medical necessity (BHIN 21-071), documentation requirements (BHIN 22-019), and payment reform); and (c) Division 4 of Title 9 of the California Code Regulations (hereinafter referred to as Title 9).

B. The Contractor shall comply with all State and federal statutes and regulations, the terms of this Agreement, BHINs, and any other applicable authorities. In the event of a conflict between the terms of this Agreement and a State or federal statute or regulation, or a BHIN, the Contractor shall adhere to the applicable statute, regulation or BHIN.

C. It is understood and agreed that nothing contained in this Contract shall be construed to impair the single state agency authority of DHCS.

D. The objective of this Contract is to make SUD treatment services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX or Title XXI of the Social Security Act for reimbursable covered services rendered by enrolled DMC providers, including but not limited to Contractor-operated or subcontracted providers.

Attachment: C23-168 California Department of Health Care Services (23-30089) (10477 : Approve Amendment with CA Department of Health Care

Exhibit A, Attachment I
Program Specifications

Section 2: Standard Requirements

A. Medical Necessity
Pursuant to W&I Code section 14184.402(a), the Contractor shall make all medical necessity determinations for covered SUD treatment services provided to DMC beneficiaries in accordance with W&I Code section 14059.5, regulations and guidance, including Behavioral Health Information Notice (BHIN) 21-071, issued by the Department pursuant to W&I Code section 14184.402(a), and the requirements set forth below.

B. Initial Assessment and Services Provided During the Assessment Process

1. The Contractor shall conduct DMC initial assessments via face-to-face, by telehealth or by telephone (synchronous audio-only) by a Licensed Practitioner of the Healing Arts (LPHA) or registered or certified counselor and may be done in the community or the home. If the initial assessment of the beneficiary is completed by a registered or certified counselor, then the LPHA shall evaluate that initial assessment with the counselor and the LPHA shall make and document the initial diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, by video conference or by telephone.

   a) Covered and clinically appropriate DMC services are reimbursable for up to 30 days following the first visit with an LPHA, registered/certified counselor, or Peer Support Specialist, whether or not a Diagnostic and Statistical Manual (DSM) diagnosis for Substance-Related and Addictive Disorders is established, or up to 60 days for beneficiaries under age 21, or if a provider documents that the beneficiary is experiencing homelessness and therefore requires additional time to complete the assessment.

   b) All SUD treatment services provided to a DMC beneficiary during the initial assessment process must be clinically appropriate to address that beneficiary's presenting condition.

2. Consistent with W&I Code 14184.402(f), clinically appropriate and covered SUD prevention, screening, assessment, and treatment services are covered and reimbursable Medi-Cal services even when: 1) services are provided prior to determination of a diagnosis or prior to determination of whether DMC criteria are met, as described above; 2) the prevention, screening, assessment, treatment, or recovery services were not included in an individual treatment plan; or 3) the beneficiary has a co-occurring mental health condition.

   a) The Contractor shall not disallow reimbursement for DMC services provided during the assessment process if the assessment later determines that the beneficiary does not meet criteria for DMC.

Attachment: C23-168 California Department of Health Care Services (23-30089) (10477 : Approve Amendment with CA Department of Health Care

Exhibit A, Attachment I
Program Specifications

b) The Contractor shall not disallow reimbursement for DMC provided to a beneficiary who meets DMC criteria and has a co-occurring mental health condition.

C. Services Provided After the Assessment Process

1. To qualify for DMC services after the initial assessment process, beneficiaries 21 years of age and older must meet one of the following criteria:

   a) Have at least one diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM) for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders (the diagnosis shall be made and documented by an LPHA), or

   b) Have had at least one diagnosis from the DSM for Substance Related and Addictive Disorders, with the exception of Tobacco Related Disorders and Non-Substance-Related Disorders, prior to being incarcerated or during incarceration, determined by substance use history.

2. For beneficiaries under the age of 21, covered services provided under DMC shall include all medically necessary SUD services as required pursuant to Section 1396d(r) of Title 42 of the United States Code. Federal EPSDT statutes and regulations require States to furnish all Medicaid-coverable, appropriate, and medically necessary services needed to correct and ameliorate health conditions.

D. Placement into the Appropriate Level of Care

1. In accordance with W&I Code 14184.402(e), the Contractor and DMC providers shall utilize the criteria adopted by the American Society of Addiction Medicine (ASAM) to determine the appropriate level of SUD treatment service for DMC beneficiaries.

   a) A full assessment utilizing the ASAM criteria is not required for a DMC beneficiary to begin receiving covered and reimbursable SUD treatment services; an abbreviated ASAM screening tool may be used for initial screening, referral, and access to clinically appropriate services.

   b) For DMC beneficiaries 21 and over, a full assessment using the ASAM Criteria shall be completed within 30 days of the beneficiary's first visit with an LPHA or registered/certified counselor.

   c) DMC beneficiaries under 21, or for adults experiencing homelessness, a full assessment using the ASAM criteria shall be completed within 60 days of the DMC beneficiary's first visit with an LPHA or registered/certified counselor.

   d) If a DMC beneficiary withdraws from treatment prior completing the ASAM assessment and later returns, the time periods above start over.

Attachment: C23-168 California Department of Health Care Services (23-30089) (10477 : Approve Amendment with CA Department of Health Care

Exhibit A, Attachment I
Program Specifications

2. The Contractor shall ensure that DMC providers are utilizing the ASAM criteria to determine the appropriate level of care.

E. Services Provided via Telehealth or Telephone

1. All DMC services, including initial assessments and medical necessity determinations, delivered via telehealth or telephone shall be provided in accordance with the telehealth requirements set forth in BHIN 23-018, and any subsequently issued BHINs that supersede BHIN 23-018

Section 3: Covered Services

A. Covered Services

1. The Contractor shall establish assessment, placement determination and referral procedures and shall arrange, provide, or subcontract for covered services in the Contractor's service area. Covered services include:

a) Outpatient Treatment Services

Outpatient Treatment Services (also known as Outpatient Drug Free or ODF) are provided to beneficiaries as medically necessary. Outpatient Treatment Services include the following components:

i. Assessment

ii. Individual Counseling

iii. Group Counseling

iv. Patient Education

v. Medication Services

vi. Medication Assisted Treatment (MAT) for Opioid Use Disorders (OUD)

vii. SUD Crisis Intervention Services

b) Narcotic Treatment Program Services

Narcotic Treatment Program (NTP) Services is an outpatient program that provides FDA-approved drugs to treat SUDs when ordered by a physician as medically necessary. NTPs are required to offer and prescribe medications including methadone, buprenorphine, naloxone and disulfiram. NTPs shall offer adequate counseling services to each beneficiary as clinically necessary. Narcotic Treatment Program include the following components:

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Exhibit A, Attachment I
Program Specifications

i. Assessment

ii. Individual Counseling

iii. Group Counseling

iv. Patient Education

v. Medical Psychotherapy

vi. Medication Services

vii. MAT for OUD

viii. SUD Crisis Intervention Services

c) Intensive Outpatient Treatment Services

Intensive Outpatient Treatment services are provided to beneficiaries when medically necessary in a structured programming environment. Intensive Outpatient Treatment includes the following components:

i. Assessment

ii. Individual Counseling

iii. Group Counseling

iv. Patient Education

v. Medication Services

vi. MAT for OUD

vii. SUD Crisis Intervention Services

d) Perinatal Residential Substance Use Disorder Treatment

Perinatal Residential Substance Use Disorder Treatment is a non-institutional, non-medical, residential program which provides rehabilitation services to pregnant and postpartum women with a substance use disorder diagnosis. Each beneficiary shall live on the premises and shall be supported in their efforts to restore and apply interpersonal and independent living skills and access community support systems. Perinatal Residential Substance Use Disorder Treatment programs shall provide a range of activities and services for pregnant and postpartum beneficiaries. Supervision shall be available day and night, seven days a week. Medically

Attachment: C23-168 California Department of Health Care Services (23-30089) (10477 : Approve Amendment with CA Department of Health Care

necessary rehabilitative services are provided in accordance with individualized beneficiary needs. The cost of room and board is not reimbursable under the Medi-Cal program. Facilities shall store and safeguard all residents' medications, and facility staff members may assist with resident's self-administration of medication. Perinatal Residential Substance Use Disorder Treatment include the following components:

i. Assessment

ii. Individual Counseling

iii. Group Counseling

iv. MAT for OUD

v. Patient Education

vi. SUD Crisis Intervention Services

e) Medication Assisted Treatment

Medication Assisted Treatment (also known as medication assisted treatment (MAT)) for Opioid Use Disorders (OUD) includes all medications approved under section 505 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 355) and all biological products licensed under section 351 of the Public Health Service Act (42 U.S.C. 262) to treat opioid use disorders as authorized by the Social Security Act Section 1905(a)(29). MAT for OUD include the following components:

i. Assessment for MAT for OUD.

ii. Individual Counseling for MAT for OUD.

iii. Group Counseling for MAT for OUD.

iv. Patient Education for MAT for OUD.

v. Medical Psychotherapy for MAT for OUD.

vi. Medication Services for MAT for OUD.

vii. SUD Crisis Intervention Services for MAT for OUD.

viii. Prescribing and monitoring of MAT for OUD.

Attachment: C23-168 California Department of Health Care Services (23-30089) (10477 : Approve Amendment with CA Department of Health Care

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f) Peer Support Services. If the Contractor has opted to provide Peer Support Services and has been approved by DHCS, the Contractor shall comply with the peer support services provisions in Exhibit A, Attachment 1. a. Medi-Cal Peer Support Services.

2. Medi-Cal Substance Use Disorder (SUD) treatment services for beneficiaries under age 21.

   a) The EPSDT mandate entitles beneficiaries under the age of 21 to all appropriate and medically necessary services coverable under a Medicaid State Plan (as described in 42 U.S.C. § 1396d(a)) that are needed to correct or ameliorate discovered health conditions, regardless of whether those services are covered in the state's Medicaid State Plan.

   b) Under the EPSDT mandate and in accordance with BHIN 22-003, the Contractor shall provide all SUD treatment services that are coverable under 42 U.S.C. § 1396d(a)) whether or not it is covered under the Medicaid State Plan, including but not limited to covered DMC and Drug Medi-Cal – Organized Delivery Services (DMC-ODS) (referred to as Expanded SUD Treatment Services in the State Plan). The array of SUD treatment services covered in the State Plan are described in the "Substance Use Disorder Treatment Services" and the "Expanded Substance Use Disorder Treatment Services" sections of Supplement 3 to Attachment 3.1-A in the Medi-Cal State Plan.

   c) The Contractor shall provide screening and early intervention services to beneficiaries under the age of 21 at risk of developing an SUD regardless of whether they meet diagnosis criteria for a behavioral health disorder. Any beneficiary under the age of 21 who is screened and determined to be at risk of developing an SUD may receive any service component covered under the outpatient level of care as early intervention services. A diagnosis from the Diagnostic and Statistical Manual or International Classification of Diseases, Tenth Edition (ICD-10) for Substance-Related and Addictive Disorders is not required for early intervention services. Early intervention services are provided under the outpatient treatment modality and must be made available by counties based on individual clinical need, even if the beneficiary under age 21 is not participating in the full array of outpatient treatment services.

3. Conflicts in the definition of "services":

   a) In the event of a conflict between the definition of services contained in this Section of the Contract, and the definition of services in Title 22, Sections 51341.1, 51490.1, and 51516.1 the definition of services contained in the Contract shall prevail.

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b) In the event of a conflict between the definition of services in Title 22, Sections 51341.1, 51490.1, and 51516.1, and the definition of services in the California Medicaid State Plan, the definitions contained in the Medicaid State Plan shall prevail.

4. The Contractor, to the extent applicable, shall comply with "Sobky v. Smoley" (Document 2A), 855 F. Supp. 1123 (E.D. Cal 1994), incorporated by this reference.

5. Subject to DHCS provider enrollment requirements, the Contractor shall maintain continuous availability and accessibility of covered services and facilities, service sites, and personnel to provide the covered services through use of DMC enrolled providers. Such services shall not be limited due to budgetary constraints.

a) When a request for covered services is made by a beneficiary, the Contractor shall require services to be initiated with the timely access standards outlined below. The Contractor shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.

b) The Contractor shall ensure residential services are provided in accordance with W&I Code section 14059.5 the coverage provisions of the approved Medicaid State Plan, and W&I Code section 14184.402 and any guidance and regulations issued by the Department pursuant to that section. Room and board are not reimbursable DMC services. If services are denied, the provider shall inform the beneficiary in accordance with Title 22, Section 513411.1(p), until the Notice of Adverse Benefit Determination (NOABD) requirements in effect. After the effective date of the NOABD requirements, providers shall inform the Beneficiary if services are denied in accordance with NOABD requirements.

c) The Contractor shall require that treatment programs are accessible to people with disabilities in accordance with Title 45, Code of Federal Regulations (hereinafter referred to as CFR), Part 84, the Americans with Disabilities Act, and other State and federal regulations and laws.

d) The Contractor shall not unlawfully discriminate against beneficiaries and potential beneficiaries on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation (45 C.F.R. § 92.8; Gov. Code § 11135).

e) The failure of the Contractor, or its subcontractors, to comply with Section 2 of this Part will be deemed a breach of this Contract sufficient to terminate this Contract for cause.

7. Timely Access Standards

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Effective January 1, 2023, the Contractor shall establish and comply with Timely Access Standards, and Alternative Access Standards (AAS) and Telehealth Services in accordance with requirements set forth in BHIN 22-070.

6. Covered services, whether provided directly by the Contractor or through subcontractors with DMC certified and enrolled programs, shall be provided to beneficiaries without regard to the beneficiaries' county of residence.

7. The Contractor is financially responsible for all covered services provided to beneficiaries that reside in the Contractor's county.

8. The Contractor shall accept claims from any DMC enrolled provider, regardless of the location of the provider, for any covered services provided to beneficiaries residing in the Contractor's county. The Contractor shall reimburse the provider through a contract or other agreement.

9. The Contractor shall require all subcontractors to inform the Contractor when a beneficiary that resides in the Contractor's county is referred to, and served by, an out-of-county provider.

B. Payment for Services

1. DHCS shall make the appropriate payments set forth in Exhibit B and take all available steps to secure and pay Federal Financial Participation (FFP) Funds and State General Funds (SGF) to the Contractor, once DHCS receives FFP and SGF, for claims submitted by the Contractor. DHCS shall notify the Contractor and allow the Contractor an opportunity to comment to DHCS when questions are posed by Centers for Medicare and Medicaid Services (CMS), or when there is a federal deferral, withholding, or disallowance with respect to claims made by the Contractor.

2. The Contractor shall amend its subcontracts for covered services in order to provide sufficient funds to match allowable Federal Medicaid reimbursements for any increase in DMC services to beneficiaries.

3. In the event that the Contractor fails to provide covered services in accordance with the provisions of this Contract, in addition to terminating this Contract, DHCS may, pursuant to Government Code, section 30027.10, seek to divert funds necessary to provide DMC services in the Contractor's services area from the Contractor's Behavioral Health Subaccount.

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4. In the event that DHCS determines the Contractor's provision of DMC services are disallowed by the federal government or by state or federal audit or review, the Contractor shall be responsible for repayment of all disallowed claims. In addition to any other recovery methods available, including, but not limited to, offset of Medicaid federal financial participation funds owed to the impacted Contractor, DHCS may offset these amounts in accordance with Government Code, section 12419.5.

5. The Contractor shall require all subcontractors and any subpart of the subcontractor that would be a covered health care provider if it were a separate legal entity to comply with 45 CFR 162.410(a)(1). For purposes of this paragraph, a covered health care provider shall have the same definition as a covered entity set forth in 45 CFR 160.103. DHCS shall make payments for covered services only if the Contractor is in compliance with federal regulations.

Section 4: Drug Medi-Cal Certification and Provider Credentialing

A. DMC Certification and Enrollment

1. DHCS shall certify eligible providers to participate in the DMC program.

2. The Contractor shall ensure that its providers are DMC certified prior to the Contractor delivering services under this Contract at the provider sites.

3. The Contractor shall require that providers of perinatal DMC services comply with the requirements contained in Title 22, Section 51341.1, Services for Pregnant and Postpartum Women.

4. The Contractor shall require all the subcontracted providers of covered services to be licensed, registered, DMC enrolled, and/or approved in accordance with applicable laws and regulations. The Contractor's subcontracts shall require that providers comply with the following regulations and guidelines, including, but not limited to:

   a) Title 21, CFR Part 1300, *et seq.*, Title 42, CFR, Part 8.

   b) Title 22, California Code Regulations (Cal. Code Regs.), Sections 51341.1, 51490.1, and 51516.1, (Document 2C).

   c) Minimum Quality Treatment Standards, (Document 2F(a)).

   d) Title 9, Cal. Code Regs., Div. 4, Chapter 4, Subchapter 1, Sections 10000, *et seq.*

   e) Title 22, Cal. Code Regs., Div. 3, Chapter 3, Sections 51000, *et seq.*

   In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.

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f) All federal and State civil rights laws prohibiting the unlawful discrimination of individuals on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

5. The Contractor shall notify Provider Enrollment Division (PED) of an addition or change of information in a provider's pending DMC certification application within 35 days of receiving notification from the provider. The Contractor shall ensure that a new DMC certification application is submitted to PED reflecting the change.

6. The Contractor is responsible for ensuring that any reduction of covered services or relocations by DMC providers are not implemented until approval is issued by DHCS. Within 35 days of receiving notification of a DMC provider's intent to reduce covered services or relocate, the Contractor shall submit, or require the DMC provider to submit, a DMC certification application to PED. The DMC certification application shall be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.

7. If, at any time, a subcontractor's license, registration, certification, or approval to operate a substance use treatment program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS, the Contractor shall notify DHCS' Data Management, Reporting, and Evaluation Section by e-mail at DHCSMPF@dhcs.ca.gov within five business days of learning of the revocation, suspension, modification, or non-renewal.

   a) A DMC provider's certification to participate in the DMC program shall automatically terminate in the event that the DMC provider or its owners, officers, or directors are convicted of Medi-Cal fraud, abuse, or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

B. Continued Certification

1. All DMC enrolled providers shall be subject to continuing certification requirements at least once every five years.

2. DHCS may allow the DMC provider to continue delivering covered services to beneficiaries at a site subject to an on-site review by DHCS as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances.

3. DHCS will conduct recertification on-site visits at clinics for circumstances identified in W&I Code sections 14043.37, 14043.4, and 14043.7.

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C. Credentialing and Re-credentialing

Effective January 1, 2023, the Contractor shall establish and comply with provider credentialing, re-credentialing and attestation provisions in accordance with the requirements set forth in BHIN 22-070.

Section 5: Provider Directory

Effective January 1, 2023, the Contractor shall establish a Provider Directory that meets the requirements set forth in BHIN 22-070.

Section 6: Monitoring

A. State Monitoring

1. DHCS Postservice Postpayment Utilization Reviews

a) After DMC services are rendered and paid, DHCS shall conduct DMC Postservice Postpayment (PSPP) Utilization Reviews of the Contractor's subcontracted DMC provider or Contractor-operated provider, referred to in Section 6(A) as a subcontractor. DHCS shall monitor the subcontractor for compliance with the provisions of this Contract and in accordance with Title 22, Section 51341.1. Any claimed DMC service may be reviewed for compliance with all applicable standards, regulations, and program coverage after services are rendered and the claim is paid.

b) DHCS shall issue the DMC PSPP reports to the Contractor with a copy to the subcontractor. The Contractor shall be responsible for ensuring the subcontractor's deficiencies are remediated pursuant to Section 6(A)(1)(b)(i)(1) and (2) herein. The Contractor shall attest the deficiencies have been remediated and are complete, pursuant to Section 6(A)(1)(c) herein.

i. If programmatic deficiencies are identified, the subcontractor shall be required to submit a CAP to the Contractor for review and approval. The Contractor shall submit a Contractor-approved CAP to DHCS within 60 days of the date of the PSPP report.

1) The CAP shall:

a) Be documented on the DHCS CAP template

b) Provide a specific description of how the deficiency shall be corrected

c) Identify the title of the individual(s) responsible for:

i. Correcting the deficiency

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ii. Ensuring on-going compliance

d) Provide a specific description of how the provider will ensure on-going compliance.

e) Specify the target date of implementation of the corrective action.

2) DHCS shall provide written approval of the CAP to the Contractor with a copy to the subcontractor. If DHCS does not approve the CAP, DHCS will provide guidance on the deficient areas and request an updated CAP. The subcontractor shall revise the CAP and submit it to the Contractor for review and approval. The Contractor shall submit a revised Contractor-approved CAP to DHCS within 30 days of the DHCS notification.

If the subcontractor does not submit an initial or revised CAP to the Contractor, or does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds from the Contractor until the subcontractor is in compliance. DHCS shall inform the Contractor when funds will be withheld.

c) The Contractor shall monitor and attest compliance and/or completion by subcontractors with CAP requirements detailed in Section 4(A)(2)(c) of this Exhibit as required by any PSPP review. The Contractor shall attest to DHCS, using the form developed by DHCS, that the requirements in the CAP have been completed by subcontractor. Submission of DHCS Form 8049, as identified in this section, by the Contractor shall be accomplished within the timeline specified in the approved CAP, as noted by DHCS.

d) DHCS shall take appropriate steps in accordance with Title 22, Section 51341.1, to recover payments made if subsequent investigation uncovers evidence that the claim(s) should not have been paid or that DMC services have been improperly utilized.

e) The Contractor and/or subcontractor may appeal DMC dispositions concerning demands for recovery of payment and/or programmatic deficiencies of specific claims. Such appeals shall be handled pursuant to Title 22, Cal Code Regs., Section 51341.1(q). This section shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Exhibit B, Part III, Section 2, of this Contract.

f) DHCS shall monitor the subcontractor's compliance with PSPP utilization review requirements in accordance with Title 22. The Contractor shall also monitor the subcontractor's compliance in accordance with Section 4, Paragraph (A)(2), of this Contract. The federal government may also review the existence and effectiveness of DHCS's utilization review system.

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g) The Contractor shall implement and maintain compliance with the system of review described in Title 22, Section 51341.1(k), for the purposes of reviewing the utilization, quality, and appropriateness of covered services and ensuring that all applicable Medi-Cal requirements are met.

h) The Contractor shall ensure that the subcontractor sites keep a record of the beneficiaries being treated at each location. The Contractor shall retain beneficiary records for either ten years from the final date of a contract period, the completion of any audit, or the date a service was rendered, whichever occurs later.

B. Contractor Monitoring

1. Program Integrity: The Contractor is responsible for ensuring program integrity of its services and its subcontractors through a system of oversight, which shall include at least the following:

a) Compliance with state and federal law and regulations, including, but not limited to, 42 CFR 433.51, 42 CFR 431.800 *et seq.*, 42 CFR 440.230, 42 CFR 440.260, 42 CFR 455 *et seq.*, 42 CFR 456 *et seq.*, 42 CFR 456.23, 22 Cal. Code Regs. 51490, 22 Cal. Code Regs. 51490.1, 22 Cal. Code Regs. 51159, WIC 14124.1, WIC 14124.2, 42 CFR 438.320, 42 CFR 438.416, 42 CFR 438.10, and 42 CFR 438.206.

b) The Contractor shall conduct, at least annually (i.e., every 12-months), a programmatic and utilization review of DMC providers to assure covered services are being appropriately rendered. The annual review shall include an on-site visit of the DMC provider. Reports of the annual review shall be provided to DHCS' County/Provider Operations and Monitoring Branch at:

DHCS
Medi-Cal Behavioral Health Division
1501 Capitol Avenue, MS# 2621
Sacramento, CA 95814

Or by using a Secure Managed File Transfer system specified by DHCS.

The review reports shall be provided to DHCS within 14 calendar days of completion by the Contractor.

c) The Contractor shall ensure that Drug and Alcohol Treatment Access Report (DATAR) submissions, detailed in Part III, Paragraph E of this contract are complied with by all treatment providers and subcontracted treatment providers. The Contractor shall attest that each subcontractor is enrolled in DATAR at the time of execution of the subcontract.

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d) The Contractor shall certify the DMC claims submitted to DHCS represent claims eligible for FFP and attest that the submitted claims have been subject to review and verification process for accuracy and legitimacy (42 CFR 430.30, 433.32, and 433.51). The Contractor shall not knowingly submit claims for services rendered to any beneficiary after the beneficiary's date of death, or from unenrolled or disenrolled providers.

2. Monthly Monitoring

a) The Contractor shall, on a monthly basis, monitor the status of all subcontractors to ensure they maintain active enrollment in the DMC program. Any subcontractor that surrenders its certification or closes its facility shall be reported by the Contractor to DHCS' Provider Enrollment Division at DHCSDMCRECERT@dhcs.ca.gov within five business days of notification or discovery.

b) During the monthly status check, the Contractor shall monitor for a triggering recertification event (including but not limited to; change in ownership, change in scope of services, remodeling of facility, or change in location) and report any triggering events to DHCS' Provider Enrollment Division at DHCSDMCRECERT@dhcs.ca.gov within five business days of notification or discovery.

3. Program Complaints

a) Report suspected Medi-Cal Fraud online:
https://www.dhcs.ca.gov/individuals/Pages/StopMedi-CalFraud.aspx
By email: fraud@dhcs.ca.gov
By phone: 1-800-822-6222

b) All complaints received by the Contractor regarding a DMC provider shall be forwarded to MCBHD within two business days as follows:

DMC provider complaints are to be submitted to:
DHCS
Medi-Cal Behavioral Health Division
1501 Capitol Avenue, MS# 2621
Sacramento, CA 95814

c) Complaints for licensed, adult alcoholism or drug abuse recovery or treatment facilities, or Alcohol and/or Other Drug (AOD) Certified Treatment Facilities shall be addressed to:

Department of Health Care Services
Licensing and Certification Division
P.O Box 997413., MS# 2601
Sacramento, CA 95899-7413

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Email: SUDcomplaints@dhcs.ca.gov
Public Number: (916) 322-2911
Toll Free Number: (877) 685-8333

The Complaint Form is available and can be submitted online at: http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx.

d) The Contractor shall be responsible for investigating complaints and providing the results of all investigations to DHCS using a Secure Managed File Transfer system specified by DHCS within two business days of completion.

4. Record Retention

a) The Contractor shall include instructions on record retention in any subcontract with providers and mandate all providers to keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to W&I Code section 14124.1.

5. Subcontract Termination

a) The Contractor shall notify DHCS' Data Management, Reporting, and Evaluation Section by email at DHCSMPF@dhcs.ca.gov of the termination of any contract with a subcontractor, and the basis for termination of the contract, within five business days of the termination.

6. Corrective Action Plan

a) If the Contractor fails to ensure any of the foregoing oversight through an adequate system of monitoring, utilization review, and fiscal and programmatic controls, DHCS may request a CAP from the Contractor to address these deficiencies and a timeline for implementation. Failure to submit a CAP or adhere to the provisions in the CAP may result in a withholding of funds allocated to the Contractor for the provision of services, impose monetary sanctions, and/or termination of this Contract for cause.

b) Failure to comply with monitoring requirements shall result in:

i. DHCS shall issue a report to the Contractor after conducting monitoring, utilization, or fiscal auditing reviews of the Contractor. When the DHCS report identifies non-compliant services or processes, it shall require a CAP. The Contractor shall submit a CAP to DHCS within the timeframes required by DHCS.

1) The CAP shall:

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a. Be documented on the DHCS CAP template.

b Provide a specific description of how the deficiency shall be corrected.

c. Identify the title of the individual(s) responsible for:

i Correcting the deficiency

ii. Ensuring on-going compliance

d. Provide a specific description of how the provider will ensure on-going compliance.

e. Specify the target date of implementation of the corrective action.

ii. DHCS will provide written approval of the CAP to the Contractor. If DHCS does not approve the CAP submitted by the Contractor, DHCS will provide guidance on the deficient areas and request an updated CAP from the Contractor with a new deadline for submission.

iii. If the Contractor does not submit a CAP, or does not implement the approved CAP provisions within the designated timeline, DHCS may withhold funds or impose monetary sanctions until the Contractor is in compliance. DHCS shall inform the Contractor 30 calendar days in advance of when funds will be withheld.

Section 7: Investigations and Confidentiality of Administrative Actions

A. The Contractor acknowledges that if a DMC subcontractor is under investigation by DHCS or any other state, local, or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the subcontractor from the DMC program, pursuant to W&I Code section 14043.36(a). Information about a subcontractor's administrative sanction status is confidential until such time as the action is either completed or resolved. DHCS may also issue a Payment Suspension to a subcontractor pursuant to W&I Code section 14107.11 and 42 CFR section 455.23. The Contractor is to withhold payments from a DMC subcontractor during the time a Payment Suspension is in effect.

The Contractor shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with the Contractor concerning subcontractors that are subject to administrative sanctions, as listed in BHIN 22-045.

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Part II - General

A. Additional Contract Restrictions

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

B. No Unlawful Use or Unlawful Use Messages Regarding Drugs

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

C. Noncompliance with Reporting Requirements

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

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

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

1. Trading Partner Requirements

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

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

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

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

2. Concurrence for Test Modifications to HHS Transaction Standards

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

3. Adequate Testing

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

4. Deficiencies

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

5. Code Set Retention

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

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6. Data Transmission Log

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

E. Counselor Certification

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

F. Cultural and Linguistic Proficiency

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

G. Trafficking Victims Protection Act of 2000

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

H. Tribal Communities and Organizations

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

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I. Perinatal Practice Guidelines

The Contractor will follow the guidelines in Document 1G, "Perinatal Practice Guidelines," in developing and implementing perinatal treatment and recovery programs funded under this Exhibit, until new Perinatal Practice Guidelines are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

J. Adolescent Substance Use Disorder Best Practices Guidelines

The Contractor will follow the guidelines in Document 1V, "Adolescent Substance Use Disorder Best Practice Guidelines," in developing and implementing youth treatment programs funded under this Exhibit. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

K. Nondiscrimination in Employment and Services

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

L. Federal Law Requirements:

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

2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 *et seq.*) prohibiting discrimination in the sale or rental of housing.

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

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

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

6. Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

7. Title III of the Americans with Disabilities Act of 1990 (28 CFR Part 36) regarding access.

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

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

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

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

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

M. State Law Requirements:

1. Fair Employment and Housing Act (Government Code, section 12900 *et seq.*) and the applicable regulations promulgated thereunder (2 Cal. Code Regs. 10000 *et seq.*).

2. Title 2, Division 3, Part 1, Chapter 1, Article 9.5 of the Government Code, commencing with section 11135.

3. Title 9, Division 4, Chapter 8 of the Cal. Code Regs., commencing with Section 13060.

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

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

6. Welfare & Institution Code sections 14184.402, 14184.403 and 14059.5.

O. Additional Contract Restrictions

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

P. Other services approved by a State Plan amendment or waiver authorizing federal financial participation.

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Q. Subcontract Provisions

The Contractor shall include the foregoing Part II general provisions in all of its subcontracts.

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

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for alcohol and other drug abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

S. Nondiscrimination Requirements, Language Assistance, and Information Access for Individuals with Limited English Proficiency and/or Disabilities

1. The Contractor shall comply with all applicable state and federal requirements regarding nondiscrimination, language assistance, information access, including but not limited to, the Dymally-Alatorre Bilingual Services Act, Section 1557 of the Patient Protection and Affordable Care Act, the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act.

2. The Contractor shall provide beneficiaries and prospective beneficiaries' access to written translation in prevalent languages free of cost. DHCS shall use the following methodology to identify the prevalent non–English languages spoken by beneficiaries and potential beneficiaries throughout the State, and in the Contractor's service area:

   a) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English, and that meet a numeric threshold of 3,000 or five-percent (5%) of the eligible beneficiary population, whichever is lower; and

   b) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

3. Nondiscrimination Notice

   a) The Contractor shall post a DHCS-approved nondiscrimination notice that informs beneficiaries, potential beneficiaries, and the public about nondiscrimination, protected characteristics, and accessibility requirements, and conveys the Contractor's compliance with the requirements.

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b) The nondiscrimination notice shall be posted in at least a 12-point font and be included in any documents that are vital or critical to obtaining services and/or benefits, and all other informational notices targeted to beneficiaries, potential beneficiaries, and the public.

c) Informational notices include not only documents intended for the public, such as outreach, education, and marketing materials, but also written notices requiring a response from an individual and written notices to an individual such as those pertaining to rights or benefits.

d) The nondiscrimination notice shall also be posted in at least a 12-point font in conspicuous physical locations where the Contractor interacts with the public, and on the Contractor's website in a location that allows any visitor to the website to easily locate the information.

e) The nondiscrimination notice shall include all legally-required elements under the applicable subsections of WIC Section 14029.91 and Gov. Code 11135.

f) The nondiscrimination notice shall include information on how to file a discrimination grievance directly with the DHCS Office of Civil Rights, in addition to information about how to file a discrimination grievance with the County and the U.S. Health and Human Services Office for Civil Rights.

g) The Contractor is not prohibited from posting the nondiscrimination notice in additional publications and communications.

4. Language Assistance Taglines

a) The Contractor shall post taglines in a conspicuously visible size (no less than 12-point font), in English and at least the top 18 non-English languages in the State (as determined by DHCS), informing beneficiaries, potential beneficiaries, and the public of the availability of no-cost language assistance services, including assistance in non-English languages and the provision of free auxiliary aids and services for people with disabilities.

b) Taglines shall be posted in any documents that are vital or critical to obtaining services and/or benefits, conspicuous physical locations where the Contractor interacts with the public, on the Contractor's website in a location that allows any visitor to the website to easily locate the information, and in all beneficiary information and other information notice, in accordance with federal and state requirements.

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5. Language Assistance Services

   a) Language assistance services shall be provided free of charge, be accurate and timely, and protect the privacy and independence of the limited English proficiency (LEP) individual. There are two primary types of language assistance services: oral and written. LEP individuals are not required to accept language assistance services, although a qualified interpreter may be used to assist in communicating with an LEP individual who has refused language assistance services.

   b) The Contractor shall comply with the following oral interpretation requirements:

      i. Contractors shall provide oral interpretation services from a qualified interpreter, on a 24-hour basis, at all key points of contact, at no cost to beneficiaries. Key points of contact may include medical care settings and non-medical care settings.

      ii. Oral Interpretation shall be provided in all languages and is not limited to threshold or concentration standard languages.

      iii. Interpretation can take place in-person, through a telephonic interpreter, or internet or video remote interpreting (VRI) services. However, the Contractor is prohibited from using remote audio or VRI services that do not comply with federal quality standards, or relying on unqualified bilingual/multilingual staff, interpreters, or translators. The Contractor should not solely rely on telephone language lines for interpreter services. Rather, telephonic interpreter services should supplement face-to-face interpreter services, which are a more effective means of communication.

      iv. An interpreter is a person who renders a message spoken in one language into one or more languages. An interpreter shall be qualified and have knowledge in both languages of the relevant terms or concepts particular to the program or activity and the dialect spoken by the LEP individual. In order to be considered a qualified interpreter for an LEP individual, the interpreter must: 1) have demonstrated proficiency in speaking and understanding both English and the language spoken by the LEP individual; 2) be able to interpret effectively, accurately, and impartially, both receptively and expressly, to and from the language spoken by the LEP individual and English, using any necessary specialized vocabulary, terminology, and phraseology; and 3) adhere to generally accepted interpreter ethics principles, including client confidentiality.

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v. If the Contractor provides a qualified interpreter for an individual with LEP through remote audio interpreting services, the Contractor shall provide real-time audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality audio without lags or irregular pauses in communication; a clear, audible transmission of voices; and adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the remote interpreting services.

vi. The Contractor is prohibited from requiring LEP individuals to provide their own interpreters, or from relying on bilingual/multilingual staff members who do not meet the qualifications of a qualified interpreter. Some bilingual/multilingual staff may be able to communicate effectively in a non-English language when communicating information directly in that language, but may not be competent to interpret in and out of English. Bilingual/multilingual staff may be used to communicate directly with LEP individuals only when they have demonstrated to the Contractor that they meet all of the qualifications of a qualified interpreter listed above.

vii. The Contractor is prohibited from relying on an adult or minor child accompanying an LEP individual to interpret or facilitate communication except when: 1) there is an emergency involving an imminent threat to the safety or welfare of the individual or the public and a qualified interpreter is not immediately available; or, 2) the LEP individual specifically requests that an accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide that assistance, and reliance on that accompanying adult for that assistance is appropriate under the circumstances. Prior to using a family member, friend or, in an emergency only, a minor child as an interpreter for an LEP individual, the Contractor shall first inform the individual that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the LEP individual's confidentiality. The Contractor shall also ensure that the LEP individual's refusal of free interpreter services and their request to use family members, friends, or a minor child as an interpreter is documented.

c) The Contractor shall comply with the following written translation requirements:

i. The Contractor shall use a qualified translator when translating written content in paper or electronic form. A qualified translator is a translator who: 1) adheres to generally accepted translator ethics principles, including client confidentiality; 2) has demonstrated proficiency in writing and understanding both written English and the written non-English language(s) in need of translation; and, 3) is able to translate effectively, accurately, and impartially to and from such language(s) and English, using any necessary specialized vocabulary, terminology, and phraseology.

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ii. At a minimum, the Contractor shall provide written translations of beneficiary information in the threshold and concentration languages.

6. Effective Communication with Individuals with Disabilities

a) The Contractor shall comply with all applicable requirements of federal and state disability law and take appropriate steps to ensure effective communication with individuals with disabilities.

b) The Contractor shall provide appropriate auxiliary aids and services to persons with impaired sensory, manual, or speaking skills, including the provision of qualified interpreters and written materials in alternative formats, free of charge and in a timely manner, when such aids and services are necessary to ensure that individuals with disabilities have an equal opportunity to participate in, or enjoy the benefits of, the Contractor's covered services, programs, and activities.

c) The Contractor shall provide interpretive services and make member information available in the following alternative formats: Braille, audio format, large print (no less than 20 point font), and accessible electronic format (such as a data CD). In determining what types of auxiliary aids and services are necessary, the Contractor shall give "primary consideration" to the individual's request of a particular auxiliary aid or service.

d) Auxiliary aids and services include, but are not limited to:

i. Qualified interpreters on-site or through VRI services; note takers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunication products and systems, text telephones (TTYs), videophones, captioned telephones, or equally effective telecommunications devices; videotext displays; accessible information and communication technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing.

ii. Qualified readers; taped texts; audio recordings; Braille materials and displays; screen reader software; magnification software; optical readers; secondary auditory programs; large print materials (no less than 20 point font); accessible information and communication technology; or other effective methods of making visually delivered materials available to individuals who are blind or have low vision.

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e) When providing interpretive services, the Contractor shall use qualified interpreters to interpret for an individual with a disability, whether through a remote interpreting service or an on-site appearance. A qualified interpreter for an individual with a disability is an interpreter who: 1) adheres to generally accepted interpreter ethics principals, including client confidentiality; and 2) is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary, terminology, and phraseology. For an individual with a disability, qualified interpreters can include, for example, sign language interpreters, oral translators (individuals who represent or spell in the characters of another alphabet), and cued language translators (individuals who represent or spell by using a small number of handshapes).

f) If a Contractor provides a qualified interpreter for an individual with a disability through VRI services, the Contractor shall provide real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication; a sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of body position; a clear, audible transmission of voices; and adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.

g) The Contractor shall not require an individual with a disability to provide their own interpreter. The Contractor is also prohibited from relying on an adult or minor child accompanying an individual with a disability to interpret or facilitate communication except when: 1) there is an emergency involving an imminent threat to the safety or welfare of the individual or the public and a qualified interpreter is not immediately available; or, 2) the individual with a disability specifically requests that an accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide that assistance, and reliance on that accompanying adult for that assistance is appropriate under the circumstances. Prior to using a family member, friend, or, in an emergency only, a minor child as an interpreter for an individual with a disability, the Contractor shall first inform the individual that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the individual's confidentiality. The Contractor shall ensure that the refusal of free interpreter services and the individual's request to use a family member, friend, or a minor child as an interpreter is documented.

h) The Contractor shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination based on disability.

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T. Discrimination Grievances

1. The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by, or out of compliance with, federal or state nondiscrimination law.

2. The Contractor shall adopt Discrimination Grievance procedures that ensure the prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.

3. The Discrimination Grievance Coordinator shall be available to:

   a) Answer questions and provide appropriate assistance to the Contractor staff and members regarding the Contractor's state and federal nondiscrimination legal obligations.

   b) Advise the Contractor about nondiscrimination best practices and accommodating persons with disabilities.

   c) Investigate and process any Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Section 1557 of the Affordable Care Act, and/or Government Code section 11135 grievances received by the Contractor.

4. The Contractor shall comply with the following discrimination grievances reporting requirements.

   a) Within 10 calendar days of mailing a Discrimination Grievance resolution letter to a beneficiary, the Contractor shall submit detailed information regarding the grievance to DHCS Office of Civil Rights' designated Discrimination Grievance email box. The Contractor shall submit the following detailed information in a secure format to DHCS.DiscriminationGrievances@dhcs.ca.gov :

      i. The original complaint;

      ii. The provider's or other accused party's response to the grievance;

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iii. Contact information for the Contractor's personnel responsible for the Contractor's investigation and response to the grievance;

iv. Contact information for the beneficiary filing the grievance and for the provider or other accused party that is the subject of the grievance;

v. All correspondence with the beneficiary regarding the grievance, including, but not limited to, the Discrimination Grievance acknowledgment and resolution letter(s) sent to the beneficiary; and

vi. The results of the Contractor's investigation, copies of any corrective action taken, and any other information that is relevant to the allegation(s) of discrimination.

U. Grievance Process

Effective January 1, 2023, the Contractor shall establish and comply a Beneficiary Grievance and Appeals Process, and Notice of Adverse Benefit Determination (NOABD) provisions in accordance with the requirements set forth in BHIN 22-070.

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Part III – Reporting Requirements

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

A. Year-End Cost Settlement Reports

Pursuant to W&I Code section 14124.24(g)(1), the Contractor shall submit to DHCS, on November 1 of each year, the following year-end cost settlement documents, for itself and its subcontracted DMC providers, by paper or electronic format, as prescribed by DHCS:

1. Document 2P, County Certification Year-End Claim for Reimbursement

2. Document 2P(a), Drug Medi-Cal Provider Cost Report Excel Workbook

B. Drug Medi-Cal Claims and Reports

The Contractor or DMC providers shall submit claims in accordance with DHCS' DMC Provider Billing Manual Drug Medi-Cal State Plan Billing Manual.

The Contractor and subcontractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for DMC services to that beneficiary for that month. Medi-Cal eligibility verification shall be performed prior to rendering service, in accordance with and as described in DHCS' Drug Medi-Cal State Plan Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the DHCS' Drug Medi-Cal State Plan Billing Manual.

Claims for DMC reimbursement shall include only those services covered under California Code of Regulations, title 22, section 51341.1(c-d) and administrative charges that are allowed under DHCS' Medical Assistance Program Cost Allocation Plan approved by the Centers for Medicare and Medicaid Services (CMS).

1. DMC service claims shall be submitted electronically in a HIPAA compliant format (837P). All adjudicated claim information must be retrieved by the Contractor via an 835 HIPAA compliant format (Health Care Claim Payment/Advice).

2. The following forms shall be prepared as needed and retained by the DMC provider for review by DHCS:

   a) Multiple Billing Override Certification (MC 6700), Document 2K

   b) Good Cause Certification (6065A), Document 2L(a)

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c) Good Cause Certification (6065B), Document 2L(b)

In the absence of good cause documented on the Good Cause Certification (6065A or 6065B) form, claims that are not submitted within the timeframe compliant with W&I Code, Section 14021.6(g) shall be denied. The existence of good cause shall be determined by DHCS in accordance with California Code of Regulations, title 22, sections 51008 and 51008.5.

3. County Administration

Separate from direct service claims as identified in this section above, the Contractor may submit an invoice for administrative costs for administering the DMC program on a quarterly basis. The form requesting reimbursement shall be submitted to DHCS.

4. If, while completing the Quality Assurance and Utilization Review (QAUR) requirements of this Exhibit A, Attachment I, Part I, Section 7, any of the Contractor's skilled professional medical personnel and directly supporting staff meet the criteria set forth in 42 CFR 432.50(d)(1), then the Contractor shall submit a written request that specifically demonstrates how the skilled professional medical personnel and directly supporting staff meet all of the applicable criteria set forth in 42 C.F.R. 432.50(d)(1) and outline the duties they will perform to assist DHCS, or DHCS' skilled professional medical personnel, in activities that are directly related to the administration of the DMC Program. DHCS shall respond to the Contractor's written request within 20 days with either a written agreement pursuant to 42 CFR 432.50(d)(2) approving the request, or a written explanation as to why DHCS does not agree that the Contractor's skilled professional medical personnel and directly supporting staff do not meet the criteria set forth in 42 CFR 432.50(d)(1).

C. California Outcomes Measurement System for Treatment (CalOMS-Tx)

The CalOMS-Tx Business Rules and Requirements are:

1. The Contractor shall internally comply with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data or contract with a software vendor that does. If applicable, a Business Associate Agreement (BAA) shall be established between the Contractor and the software vendor, and the BAA shall state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.

2. The Contractor shall conduct information technology (IT) systems testing and pass DHCS certification testing before commencing submission of CalOMS-Tx data. If the Contractor subcontracts with vendor for IT services, the Contractor is responsible for ensuring that the subcontracted IT system is tested and certified by DHCS prior to submitting CalOMS-Tx data. If the Contractor changes or modifies the CalOMS-Tx IT system, the Contractor shall re-test and pass DHCS

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re-certification prior to submitting data from a new or modified system.

3. Electronic submission of CalOMS-Tx data shall be submitted by the Contractor within 45 days from the end of the last day of the report month.

4. The Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection.

5. The Contractor shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and "provider no activity" report records in an electronic format approved by DHCS.

6. The Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified in Document 3S for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.

7. The Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls.

8. The Contractor shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data.

9. The Contractor shall meet the requirements as identified in Exhibit F, Privacy and Information Security Provisions and Exhibit F, Attachment I – Social Security Administration Agreement.

D. CalOMS-Tx General Information

If the Contractor experiences system or service failure or other extraordinary circumstances of CalOMS-Tx that affects its ability to submit timely.

1. CalOMS-Tx data, the Contractor shall report the problem in writing by secure, encrypted email to DHCS at ITServiceDesk@dhcs.ca.gov before the established data submission deadlines.

2. If the Contractor is unable to submit CalOMS-Tx data due to system or service failure or other extraordinary circumstance, written notice shall be submitted prior to the data submission deadline at: SUDcalomssupport@dhcs.ca.gov. The written notice shall include a remediation plan that is subject to review and approval by DHCS. DHCS may, at its sole discretion, grant a grace period of up to 60 days for the Contractor to resolve the problem.

3. If DHCS experiences system or service failure, an extension equal to the number of

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business days will be granted for the Contractor's data submission.

4. The Contractor shall comply with the treatment data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding DMC funds.

5. If the Contractor submits data after the established deadlines, due to a delay or problem, the Contractor is still responsible for collecting and reporting data from time of delay or problem.

E. Drug and Alcohol Treatment Access Report (DATAR)

The DATAR business rules and requirements are:

1. The Contractor shall be responsible for ensuring that the Contractor-operated treatment services and all treatment providers with whom the Contractor makes a contract or otherwise pays for the services, submit a monthly DATAR report in an electronic copy format as provided by DHCS.

2. The Contractor shall ensure that all DATAR reports are submitted by either the Contractor-operated treatment providers and/or by each subcontracted treatment provider to DHCS by the 10th of the month following the report activity month.

3. The Contractor shall ensure that treatment providers who reach or exceed 90 percent of their dedicated capacity report this information to DHCSPerinatal@dhcs.ca.gov within seven days of reaching capacity.

4. The Contractor shall ensure that all applicable providers are enrolled in DHCS' web-based DATAR program for submission of data, accessible on the DHCS website, when executing the subcontract.

5. If the Contractor or its subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, the Contractor shall report the problem before the established data submission deadlines by writing a secure, encrypted email to DHCS at ITServiceDesk@dhcs.ca.gov . The written notice shall include a CAP that is subject to review and approval by DHCS. A grace period of up to 60 days may be granted, at DHCS' sole discretion, for the Contractor to resolve the problem before DMC payments are withheld (See Exhibit B, Part II, Section 2).

6. If DHCS experiences system or service failure, no penalties will be assessed to the Contractor for late data submission.

F. Failure to meet required reporting requirements shall result in:

1. DHCS shall issue a Notice of Deficiency (Deficiencies) to the Contractor regarding

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specified providers with a deadline to submit the required data and a request for a CAP to ensure timely reporting in the future. The Contractor shall submit the CAP to DHCS, DHCS will approve or reject the CAP or request revisions to the CAP, which shall be resubmitted to DHCS within 30 days from the date of the letter.

2. If the Contractor has not ensured compliance with the data submission or CAP request within the designated timeline, then DHCS may withhold funds until all data is submitted. DHCS shall inform the Contractor 30 calendar days in advance of when funds will be withheld.

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Part IV – Definitions

Section 1 - General Definitions

The words and terms of this Contract are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage pursuant to Division 10.5 of HSC, Section 11750 *et seq.*, and Title 9, Cal. Code Regs., Section 9000 *et seq.*

A. **"Contractor"** means the county identified in the Standard Agreement or DHCS authorized by the County Board of Supervisors to administer substance use disorder programs.

B. **"Corrective Action Plan" (CAP)"** means the written plan of action document which the Contractor or its subcontracted service provider develops and submits to DHCS to address or correct a deficiency or process that is non-compliant with laws, regulations or standards.

C. **"County"** means the county in which the Contractor physically provides covered substance use treatment services.

D. **"County Realignment Funds"** means Behavioral Health Subaccount funds received by the County as per Gov. Code, § 30025.

E. **"Days"** means calendar days, unless otherwise specified.

F. **"Dedicated Capacity"** means the historically calculated service capacity, by modality, adjusted for the projected expansion or reduction in services, which the Contractor agrees to make available to provide Substance Abuse Prevention to persons eligible for the Contractor's services.

G. **"Discrimination Grievance"** means a complaint concerning the unlawful discrimination on the basis of any characteristic protected under federal or state law, including sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

H. **"Modality"** means those necessary overall general service activities to provide substance use disorder services as described in Division 10.5 of the H&S Code.

I. **"Performance"** means providing the dedicated capacity in accordance with Exhibit B, Attachment I, and abiding by the terms of this Exhibit, including all applicable state and federal statutes, regulations, and standards, including Alcohol and/or Other Drug Certification Standards (Document 1P), if applicable, in expending funds for the provision of substance use disorders services hereunder.

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J. **"Revenue"** means the Contractor's income from sources other than DHCS allocation.

K. **"Service Area"** means the geographical area under the Contractor's jurisdiction.

L. **"Service Element"** is the specific type of service performed within the more general service modalities.

M. **"State"** means the Department of Health Care Services or DHCS.

N. **"Utilization"** means the total actual units of service used by beneficiaries and participants.

Section 2 – Definitions Specific to Drug Medi-Cal

The words and terms of this Contract are intended to have their usual meaning unless a specific or more limited meaning is associated with their usage pursuant to the HSC, Cal. Code Regs., Title 9, and/or Cal. Code Regs., Title 22. Definitions of covered treatment modalities and services are found in Title 22 (Document 2C) and are incorporated by this reference.

A. **"Administrative Costs"** means the Contractor's actual direct costs, as recorded in the Contractor's financial records and supported by source documentation, to administer the program or an activity to provide service to the DMC program. Administrative costs do not include the cost of treatment or other direct services to the beneficiary. Administrative costs may include, but are not limited to, the cost of training, programmatic and financial audit reviews, and activities related to billing. Administrative costs may include the Contractor's overhead per the approved indirect cost rate proposal pursuant to OMB Circular ~~A-87~~ and the State Controller's Office Handbook of Cost Plan Procedures.

B. **"Authorization"** is the approval process for DMC Services prior to the submission of a DMC claim.

C. **"Assessment"** consists of activities to evaluate or monitor the status of a beneficiary's behavioral health and determine the appropriate level of care and course of treatment for that beneficiary. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic, and may include contact with family members or other collaterals if the purposeof the collateral's participation is to focus on the treatment needs of the beneficiary. Assessment services may include one or more of the following components:

1. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.

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2. Diagnosis of substance use disorders utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination and laboratory testing (e.g., body specimen screening) necessary for treatment and evaluation conducted by staff lawfully authorized to provide such services and/or order laboratory testing (laboratory testing is covered under the "Other laboratory and X-ray services" benefit of the California Medicaid State Plan).
3. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the beneficiary's needs, planned interventions and to address and monitor a beneficiary's progress and restoration of a beneficiary to their best possible functional level.

D. **"Beneficiary"** means a person who: (a) has been determined eligible for Medi-Cal; (b) is not institutionalized; (c) has a substance-related disorder per the "Diagnostic and Statistical Manual of Mental Disorders IV (DSM)", or DSM V criteria; and (d) meets the admission criteria to receive DMC covered services.

E. **"Covered Services"** means those DMC services authorized by Title XIX or Title XXI of the Social Security Act, Title 22 Section 51341.1, W&I Code section 14124.24, and California's Medicaid State Plan.

F. **"Direct Provider Contract"** means a contract established between DHCS and a DMC enrolled provider entered into pursuant to this Agreement for the provision of DMC services.

G. **"Drug Medi-Cal Program" or "DMC Program"** means the state system wherein beneficiaries receive covered services from DMC-certified SUD treatment providers.

H. **"Early Periodic Screening, Diagnosis, and Treatment Program (EPSDT)"** means the federal mandate under Section 1905(r) of the Social Security Act, which ensures that all beneficiaries under age 21 receive all applicable medically necessary SUD services needed to correct and ameliorate health conditions that are coverable under Section 1905(a) of the Social Security Act.

I. **"Enrolled Provider"** means a SUD clinic location that has received certification to be reimbursed as a DMC clinic by DHCS to provide services as described in California Code of Regulations, title 22, section 51341.1.

J. **"Federal Financial Participation (FFP)"** means the share of Federal Medicaid funds for reimbursement of DMC services.

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K. **"Group Counseling"** means a contact with multiple beneficiaries at the same time. Group counseling shall focus on the needs of the participants. Group counseling shall be provided to a group that includes at least 2 and no more than 12 participants.

L. **"Individual Counseling"** means a contact with a beneficiary. Individual counseling also includes a contact between a beneficiary, substance use disorder treatment professional, and one or more collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary by supporting the achievement of the beneficiary's treatment goals. Individual counseling also includes preparing the beneficiary to live in the community, and providing linkages to treatment and services available in the community.

M. **"Medical Necessity"** means the determination that a covered DMC service is necessary to treat a beneficiary that was made in accordance with W&I Code section 14059.5, guidance and regulations issued by the Department pursuant to W&I Code section 14184.402(a), and Part I, Section 2 of this Contract.

N. **"Medical Psychotherapy"** means a type of counseling service to treat SUDs other than Opioid Use Disorders (OUD) conducted by the medical director of a Narcotic Treatment Program on a one-to-one basis with the beneficiary.

O. **"Medication Services"** means the prescription or administration of medication related to substance use disorder services, or the assessment of the side effects or results of the medication. Medication Services does not include MAT to treat Opioid Use Disorders as defined below.

P. **"Medications for Addiction Treatment (also known as medication assisted treatment (MAT) for Opioid Use Disorders (OUD)"** includes all medications approved under section 505 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 355) and all biological products licensed under section 351 of thePublic Health Service Act (42 U.S.C. 262) to treat opioid use disorders as authorized by the Social Security Act Section 1905(a)(29) and described in Supplement to Attachment 3.1-A.

Q. **"Narcotic Treatment Program" or "NTP** means an outpatient program that provides FDA-drugs approved to treat SUDs when ordered by a physician as medically necessary. NTPs are required to offer and prescribe medications including methadone, buprenorphine, naloxone and disulfiram. A beneficiary must receive at minimum fifty minutes of counseling sessions with a therapist or counselor for up to 200 minutes per calendar month, although additional services may be provided as medically necessary.

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R. "**Patient Education**" means education for the beneficiary on addition, treatment, recovery and associated health risks.

S. **"Payment Suspension"** means the enrolled DMC provider has been issued a notice pursuant to W&I Code section 14107.11 and is not authorized to receive payments after the payment suspension date for DMC services, regardless of when the service was provided.

T. **"Perinatal DMC Services"** means a non-institutional, non-medical, residential program which provides rehabilitation services to pregnant and postpartum women with a substance use disorder diagnosis. These services include perinatal-specific treatment and recovery services. Each beneficiary shall live on the premises and shall be supported in their efforts to restore and apply interpersonal and independent living skills and access community support systems. Perinatal Residential Substance Use Disorder Treatment programs shall provide a range of activities and services for pregnant and postpartum beneficiaries. Supervision shall be available day and night, seven days a week. Medically necessary rehabilitative services are provided in accordance with individualized beneficiary needs according to the State of California requirements. The cost of room and board is not reimbursable under the Medi-Cal program. Facilities shall store and safeguard all residents' medications, and facility staff members may assist with resident's self-administration of medication.

U. **"Postpartum"** defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility shall end on the last day of the calendar month in which the 60th day occurs.

V. **"Postservice Postpayment (PSPP) Utilization Review"** means the review for program compliance conducted by DHCS after service was rendered and paid. DHCS may recover prior payments of federal and DHCS funds if such review determines that the services did not comply with the applicable statutes, regulations, or standards (Cal. Code Regs., tit. 22, § 51341.1 (k)).

W. **"Postservice Prepayment Utilization Review"** means the review for program compliance and or integrity conducted by DHCS. DHCS will provide technical assistance for areas identified that did not comply with the applicable statutes, regulations, or standards (Cal. Code Regs., tit. 22, § 51159(b)).

X. **"Provider of DMC Services"** means any person or entity that provides direct substance use treatment services and has been certified by the DHCS in accordance with Cal. Code Regs., tit. 22, § 51000.30 Medi-Cal Provider Application for Enrollment, Continued Enrollment, or Enrollment at a New, Additional, or Changed Location.

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Y. **"Re-certification"** means the process by which the DMC certified clinic program is required to submit an application and specified documentation, as determined by DHCS, to remain eligible to participate and be reimbursed by the DMC program. Re-certification shall occur no less than every five years from the date of previous DMC certification or re-certification.

Z. **"Subcontract"** means an agreement between the Contractor and its subcontractors.

AA. **"Subcontractor"** means an individual or entity that is DMC certified and has entered into an agreement with the Contractor to be a provider of covered services. It may also mean a vendor who has entered into a procurement agreement with the Contractor to provide any of the administrative functions related to fulfilling the Contractor's obligations under the terms of this Exhibit A, Attachment I.

BB. **"SUD Crisis Intervention Services"** consists of contacts with a beneficiary in crisis. A crisis means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. SUD Crisis Intervention Services shall focus on alleviating the crisis problem, be limited to the stabilization of the beneficiary's immediate situation, and be provided in the least intensive level of care that is medically necessary to treat their condition.

CC. **"Temporary Suspension"** means the provider is temporarily suspended from participating in the DMC program as authorized by W&I Code section 14043.36(a). The provider cannot bill for DMC services from the effective date of the temporary suspension.

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DOCUMENTS INCORPORATED BY REFERENCE

All DMC documents incorporated by reference into this contract may not be physically attached to the contract, but can be found at DHCS' website:
https://www.dhcs.ca.gov/provgovpart/Pages/DMC-Contracts.aspx

Document 1F(a):	Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services
Document 1G:	Perinatal Practice Guidelines FY 2018-19
Document 1K:	Drug and Alcohol Treatment Access Report (DATAR) User Manual
Document 1P:	Alcohol and/or Other Drug Program Certification Standards (February 2020)
Document 1V:	Adolescent Substance Use Disorder Best Practices Guide
Document 2A:	Sobky v. Smoley, Judgment, Signed February 1, 1995
Document 2C:	Title 22, California Code of Regulations
Document 2F(a):	Minimum Quality Drug Treatment Standards for DMC
Document 2G:	Drug Medi-Cal Billing Manual
Document 2K:	Multiple Billing Override Certification (MC 6700)
Document 2L(a):	Good Cause Certification (6065A)
Document 2L(b):	Good Cause Certification (6065B)
Document 2P:	County Certification - Cost Report Year-End Claim for Reimbursement
Document 2P(a):	Drug Medi-Cal Provider Cost Report Excel Workbook
Document 3G:	California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs
Document 3H:	California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors
Document 3J:	CalOMS Treatment Data Collection Guide

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Document 3S:	CalOMS Treatment Data Compliance Standards
Document 3T:	Non-Drug Medi-Cal and Drug Medi-Cal DHCS Local Assistance Funding Matrix
Document 3V:	Culturally and Linguistically Appropriate Services (CLAS) National Standards
Document 4A:	Drug Medi-Cal Claim Submission Certification – County Contracted Provider – DHCS Form MC 100186 with Instructions
Document 4B:	Drug Medi-Cal Claim Submission Certification – County Operated Provider – DHCS Form MC 100187 with Instructions
Document 4D:	Drug Medi-Cal Certification for Federal Reimbursement (DHCS 100224A)
Document 4E:	Treatment Standards for Substance Use Diagnosis: A Guide for Services (Spring 2010)
Document 4F:	Drug Medi-Cal (DMC) Services Quarterly Claim for Reimbursement of County Administrative Expenses (Form #MC 5312)
Document 5A:	Confidentiality Agreement

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Budget Detail and Payment Provisions

Part I – General Fiscal Provisions

Section 1 – General Fiscal Provisions

A. Fiscal Provisions

For services satisfactorily rendered, and upon receipt and approval of documentation as identified in Exhibit A, Attachment I, Part III, the Department of Health Care Services (DHCS) agrees to compensate the Contractor in accordance with the rates specified herein.

B. Use of State General Funds

Contractor may not use allocated Drug Medi-Cal (DMC) State General Funds to pay for any non-DMC services.

C. Funding Authorization

Contractor shall bear the financial risk in providing any substance use disorder services covered by this Contract.

D. Availability of Funds

It is understood that, for the mutual benefit of both parties, this Contract may have been written before ascertaining the availability of congressional appropriation of funds in order to avoid program and fiscal delays that would occur if this Contract were not executed until after that determination. In this event, DHCS may amend the amount of funding provided for in this Contract based on the actual congressional appropriation.

E. Budget Contingency Clause

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

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

F. Administrative Expense Allowability / Fiscal Documentation

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1. Invoices for DMC Program Administration and Utilization Review and Quality Assurance, received from a Contractor and accepted and/or submitted for payment by DHCS shall not be deemed evidence of actual allowable costs.

2. Contractor shall maintain for review and audit, and supply to DHCS upon request, adequate documentation of all expenses claimed for DMC Program Administration and Utilization Review and Quality Assurance pursuant to this Contract to permit a determination of expense allowability.

3. If the allowability or appropriateness of an expense for DMC Program Administration and Utilization Review and Quality Assurance cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles, and generally accepted governmental audit standards, all questionable costs may be disallowed and payment may be withheld by DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

4. Costs and/or expenses for DMC Program Administration and Utilization Review and Quality Assurance deemed unallowable shall not be reimbursed or, if mistakenly reimbursed, those costs and/or expenses shall be subject to recovery by DHCS pursuant to Title 22 CCR Section 51458.1.

G. Effective from the date of execution of this Contract, nothing in this Contract waives the protections provided to Contractor under Section 36 of article XIII of the California Constitution ("Proposition 30"). Except where specifically stated in the terms of this Contract, Contractor's Performance of any additional legal requirements, including, but not limited, to court-ordered requirements and statutory or regulatory amendments, is subject to Proposition 30's funding requirements.

Section 2 – General Fiscal Provisions – Drug Medi-Cal

A. Amendment or Cancellation Due to Insufficient Appropriation

This Contract is valid and enforceable only if sufficient funds are made available to DHCS by the United States Government for the purpose of the DMC program. It is mutually agreed that if the Congress does not appropriate sufficient funds for this program, DHCS solely has the option to void this Contract or to amend the Contract to reflect any reduction of funds.

B. Exemptions

Exemptions to the provisions of Item A above, of this Exhibit, may be granted by the California Department of Finance provided that the Director of DHCS certifies in writing that federal funds are available for the term of the Contract.

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C. Actual allowable costs

Actual allowable costs for DMC Program Administration and Utilization Review and Quality Assurance, shall be determined in accordance with California's Medical Assistance Program Cost Allocation Plan.

In accordance with Welfare and Institutions (W&I) Code Sections 14132.44 and 14132.47, funds allocated to the Contractor for DMC services, including funding for alcohol and other drug services for pregnant and postpartum women pursuant to Title 22 Section 51341.1(c), may not be used as match for targeted case management services or for DMC administrative activities.

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Part II – Reimbursements

Section 1. General Reimbursement

A. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

B. Amounts Payable

1. The Maximum Payable amount under this Contract shall not exceed the amount identified on the State of California Standard Agreement form STD 213_DHCS.

2. Reimbursement shall be made for substance use disorder services covered under this Contract and allowable expenses for DMC Program Administration and Utilization Review/Quality Assurance up to the amount annually encumbered for the state fiscal year in which services are performed and/or DMC Program Administration or Utilization Review/Quality Assurance costs are incurred.

3. For each fiscal year, DHCS shall settle actual allowable costs for DMC Program Administration and Utilization Review/Quality Assurance for the Contractor based on each fiscal year-end DHCS 100187 and DHCS 100186.

Section 2. Drug Medi-Cal

A To the extent that the Contractor provides the covered services in a satisfactory manner in accordance with the terms and conditions of this Contract and submits claims in accordance with the requirements of Part III, of Attachment I to Exhibit A, DHCS agrees to pay the Contractor at the rates specified for those services in the Medicaid State Plan and/or applicable waivers.

B. Any payment for covered services rendered pursuant to Exhibit A, Attachment I, Part I, shall only be made pursuant to applicable provisions of Title XIX or Title XXI of the Social Security Act, the W&I Code, the Health and Safety Code, California's Medicaid State Plan, Title 22 CCR Sections 51341.1, 51490.1, and BHINs.

C. It is understood and agreed that failure by the Contractor or its subcontractors to comply with applicable federal and state requirements in rendering covered services, including the requirements specified in this Contract, shall be sufficient cause for DHCS to deny payments to and/or recover payments from the Contractor and/or terminate the Contractor or its subcontractor from DMC program participation. If DHCS or the Department of Health and Human Services (DHHS) disallows or denies payments for any claim, Contractor shall repay to DHCS the funds it received for all claims so

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disallowed or denied. The overpayment shall be recovered by any of the methods allowed in Title 22 CCR Sections 51047(a) and (b).

D. Before such denial, recoupment, or disallowances are made, DHCS shall provide the Contractor with written notice of its proposed action. Such notice shall include the reason for the proposed action and shall allow the Contractor 60 days to submit additional information before the proposed action is taken, as required in Title 22 CCR Section 51047(a). This requirement does not apply to the DMC Post service Post payment Utilization Reviews or claims rejected or denied by Short Doyle.

E. DHCS shall refund to the Contractor any recovered Federal DMC overpayment that is subsequently determined to have been erroneously collected, together with interest, in accordance with Title 22 CCR Section 51047(e).

F. Contractor shall be reimbursed by DHCS for Plan Administration and Utilization Review/Quality Assurance on the basis of its actual allowable cost.

G. Claims submitted to the Contractor by a subcontracted provider that is not certified or whose certification has been suspended pursuant to the W&I Code Section 14107.11 and 42 CFR 455.23, be sufficient cause for DHCS to deny payments or to recover payments. Payments for any DMC services shall be held by the Contractor until the payment suspension is resolved.

H. Contractors must accept, as payment in full, the amounts paid by DHCS in accordance with this Contract. However, Contractors and subcontractors may not deny services to any client eligible for DMC services on account of the client's inability to pay or location of eligibility. Contractors and subcontractors may not demand any additional payment from DHCS, client, or other third party payers.

Section 3. Drug Medi-Cal Direct Provider Contracts

A. Pursuant to W&I Code 14124.21, DHCS shall contract directly with qualified DMC providers within the Contractor's county as necessary to ensure beneficiary access to DMC services.

B. DHCS will invoice the County for the county realignment share of approved DMC claims received by DHCS from Direct Providers. The County shall reimburse DHCS for the county realignment share of the approved DMC claims within 30 days of receipt of the invoice. If the County does not reimburse DHCS within 30 days of receipt of the invoice, DHCS may offset the amount owed from any other funding owed to the County by DHCS or any other State agency. The parties acknowledge that DHCS's Direct Providers shall be responsible for repayment of any disallowed claims. However, in no event shall DHCS be liable for Medicaid reimbursement for any disallowed claims.

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1. Any contractor contracting with DHCS for the provision of services through NTP providers may receive reimbursement of the USDR rate.

2. As a result of the Direct Contract Provider's settled cost report, any County Realignment funds owed to the Direct Contract Provider will be handled through an invoice process to the Contractor. Additionally, as a result of the Direct Contract Provider's settled cost report, any County Realignment funds owed to DHCS will be returned to the Contractor.

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Part III - Financial Audit Requirements

Section 1. General Fiscal Audit Requirements

A. In addition to the requirements identified below, the Contractor and its subcontractors are required to meet the audit requirements as delineated in Exhibit C, General Terms and Conditions, and Exhibit D(F), Special Terms and Conditions, of this Contract.

B. All expenditures of county realignment funds, state and federal funds furnished to the Contractor and its subcontractors pursuant to this Contract are subject to audit by DHCS. Objectives of such audits may include, but are not limited to, the following:

1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting.

2. To validate data reported by the Contractor for prospective contract negotiations.

3. To provide technical assistance in addressing current year activities and providing recommendation on internal controls, accounting procedures, financial records, and compliance with laws and regulations.

4. To determine the cost of services, net of related patient and participant fees, third-party payments, and other related Revenues and funds.

5. To determine that expenditures are made in accordance with applicable state and federal laws, regulations, and contract requirements.

6. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Contract objectives of Exhibit C and D(F).

C. Unannounced visits may be made at the discretion of DHCS to the Contractor and/or its subcontractors.

D. The refusal of the Contractor or its subcontractors to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part, constitutes an express and immediate material breach of this Contract and will be sufficient basis to terminate the Contract for cause or default.

E. Reports of audits conducted by DHCS shall reflect all findings, recommendations, adjustments, and corrective action as a result of its finding in any areas.

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Section 2. Drug Medi-Cal Financial Audits

A. In addition to the audit requirements set forth in Exhibit D(F), DHCS may also conduct financial audits of DMC programs, exclusive of NTP services, to accomplish any of, but not limited to, the following audit objectives:

1. To review reported costs for validity, appropriate allocation methodology, and compliance with Medicaid laws and regulations.

2. To ensure that only the cost of allowable DMC activities are included in reported costs.

3. To determine the provider's usual and customary charge to the general public in accordance with CMS (The Medicare Provider Reimbursement Manual) (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or www.cms.hhs.gov, for comparison to the DMC cost per unit.

4. To review documentation of service and determine the final number of approved units of service.

5. To determine the amount of clients' third-party Revenue and Medi-Cal share of cost to offset allowable DMC reimbursement.

6. To compute final settlement.

B. In addition to the audit requirements set forth in Exhibit D(F), DHCS may conduct financial audits of NTP programs.

1. A review of counseling claims to ensure that the appropriate group or individual counseling rate has been used and that counseling sessions have been billed appropriately.

2. A review of the number of clients in group sessions to ensure that sessions include no less than two and no more than twelve clients at the same time, with at least one Medi-Cal client in attendance.

3. A review of supporting service, time, financial, and patient records to verify the validity of counseling claims.

C. Contractor shall be responsible for any disallowances taken by the Federal Government, DHCS, or the Bureau of State Audits as a result of any audit exception that is related to its responsibilities. Contractor shall not use funds administered by DHCS to repay one federal funding source with funds provided by another federal funding source, or to repay federal funds with state funds, or to repay state funds with federal funds.

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D. Contractor agrees to promptly develop and implement any corrective action plans in a manner acceptable to DHCS in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by DHCS within six months from the date of the plan.

E. Contractor, in coordination with DHCS, shall provide follow-up on all significant findings in the audit report, including findings relating to a subcontractor, and submit the results to DHCS.

If differences cannot be resolved between DHCS and the Contractor regarding the terms of the final financial audit settlements for funds expended under Exhibit B, Contractor may request an appeal in accordance with the appeal process described in the Division 9, Part 3, Chapter 7, Article 5.3 of the W&I Code. Contractor shall include a provision in its subcontracts regarding the process by which a subcontractor may file an audit appeal via the Contractor.

F. Providers of DMC services shall, upon request, make available to DHCS their fiscal and other records to assure that such provider have adequate recordkeeping capability and to assure that reimbursement for covered DMC services are made in accordance with this Contract. These records include, but are not limited to, matters pertaining to:

1. Provider ownership, organization, and operation
2. Fiscal, medical, and other recordkeeping systems
3. Federal income tax status
4. Asset acquisition, lease, sale, or other action
5. Franchise or management arrangements
6. Patient service charge schedules
7. Costs of operation
8. Amounts of income received by source and purpose
9. Flow of funds and working capital

G. Contractor shall retain records of utilization review activities required in Exhibit A, Attachment I Part I, Section 4(B) herein for a minimum of ten years.

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Part IV – Records

Section 1. General Provisions

A Maintenance of Records

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for DHCS to audit contract Performance and contract compliance. Contractor shall make these records available to DHCS, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by Contractor are reasonable, allowable and allocated appropriately. All records must be capable of verification by qualified auditors.

1. Contractor and subcontractors shall include in any contract with an audit firm a clause to permit access by DHCS to the working papers of the external independent auditor, and require that copies of the working papers shall be made for DHCS at its request.

2. Contractor and subcontractors shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with DHCS. All records must be capable of verification by qualified auditors.

3. Accounting records and supporting documents shall be retained for a ten-year period from the date the year-end cost settlement report was approved by DHCS for interim settlement, as applicable. When an audit by the Federal Government, DHCS, or the California State Auditor has been started before the expiration of the ten-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not been completed within ten years, the interim settlement shall be considered as the final settlement.

4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.

5. Contractor's subcontracts shall require that all subcontractors comply with the requirements of Exhibit A, Attachment I, Part I, Section 3.

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6. Should a subcontractor discontinue its contractual agreement with the Contractor, or cease to conduct business in its entirety, Contractor shall be responsible for retaining the subcontractor's fiscal and program records for the required retention period. DHCS Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. Contractor shall follow SAM requirements located at http://sam.dgs.ca.gov/TOC/1600.aspx.

   The Contractor shall retain all records required by W&I Code Section 14124.1 for reimbursement of services and financial audit purposes.

7. In the expenditure of funds hereunder, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of federal and state funds.

B. Dispute Resolution Process

1. In the event of a dispute under this Exhibit A, Attachment I, Part I, other than an audit dispute, Contractor shall provide written notice of the particulars of the dispute to DHCS before exercising any other available remedy. Written notice shall include the contract number. The Director (or designee) of DHCS and the County Drug or Alcohol Program Administrator (or designee) shall meet to discuss the means by which they can effect an equitable resolution to the dispute. Contractor shall receive a written response from DHCS within 60 days of the notice of dispute. The written response shall reflect the issues discussed at the meeting and state how the dispute will be resolved.

2. As stated in Part III, Section 2, of this Exhibit, in the event of a dispute over financial audit findings between DHCS and the Contractor, Contractor may appeal the audit in accordance with Division 9, Part 3, Chapter 7, Article 5.3 of the W&I Code. Contractor shall include a provision in its subcontracts regarding the process by which a subcontractor may file an audit appeal via the Contractor.

3. Contractors that conduct financial audits of subcontractors, other than a subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify subcontractors of their appeal rights pursuant to that process. This section shall not apply to those grievances or compliances arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Part III of this Exhibit.

4. To ensure that necessary corrective actions are taken, financial audit findings are either uncontested or upheld after appeal may be used by DHCS during prospective contract negotiations.

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County of Colusa
23-30089

Exhibit B, Attachment I
Funding Amounts

Fiscal Year 2023-24	Funding Amount
	Original
State General Funds (7/1/23 to 6/30/24)	
Non Perinatal ODS Waiver SGF** (08)	12,500
Perinatal ODS Waiver SGF** (09)	1,000
Administration Costs & QA/UR SGF** (603)	12,400
TOTAL	**25,900**
Drug Medi-Cal Federal Share (7/1/23 to 6/30/24)	
Non Perinatal Federal Share (01)	125,000
Perinatal Federal Share (03)	10,000
Administration Costs & QA/UR (603)	22,000
TOTAL	**157,000**
GRAND TOTAL	**182,900**

Fiscal Year 2024-25	Funding Amount
	Original
State General Funds (7/1/24 to 6/30/25)	
Non Perinatal ODS Waiver SGF** (08)	12,500
Perinatal ODS Waiver SGF** (09)	1,000
Administration Costs & QA/UR SGF** (603)	12,400
TOTAL	**25,900**
Drug Medi-Cal Federal Share (7/1/24 to 6/30/25)	
Non Perinatal Federal Share (01)	125,000
Perinatal Federal Share (03)	10,000
Administration Costs & QA/UR (603)	22,000
TOTAL	**157,000**
GRAND TOTAL	**182,900**

Fiscal Year 2025-26	Funding Amount
	Original
State General Funds (7/1/25 to 6/30/26)	
Non Perinatal ODS Waiver SGF** (08)	12,500
Perinatal ODS Waiver SGF** (09)	1,000
Administration Costs & QA/UR SGF** (603)	12,400
TOTAL	**25,900**
Drug Medi-Cal Federal Share (7/1/25 to 6/30/26)	
Non Perinatal Federal Share (01)	125,000
Perinatal Federal Share (03)	10,000
Administration Costs & QA/UR (603)	22,000
TOTAL	**157,000**
GRAND TOTAL	**182,900**

Fiscal Year 2026-27	Funding Amount
	Original
State General Funds (7/1/26 to 6/30/27)	
Non Perinatal ODS Waiver SGF** (08)	12,500
Perinatal ODS Waiver SGF** (09)	1,000
Administration Costs & QA/UR SGF** (603)	12,400
TOTAL	**25,900**
Drug Medi-Cal Federal Share (7/1/26 to 6/30/27)	
Non Perinatal Federal Share (01)	125,000
Perinatal Federal Share (03)	10,000
Administration Costs & QA/UR (603)	22,000
TOTAL	**157,000**
GRAND TOTAL	**182,900**

Original Four-Year Total	**731,600**

** State General Fund amounts are based on biannual DMC estimates approved by the Department of Finance DHCS will revise the amounts through the contract amendment process for each new allocation.

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Exhibit D(F)
Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", 'Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

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15. Documents, Publications, and Written Reports	34. Suspension or Stop Work Notification
16. Dispute Resolution Process	35. Public Communications
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1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

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e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect,

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as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. **Procurement Rules**

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. **Equipment/Property definitions**

Wherever the term equipment and/or property is used, the following definitions shall apply:

(1) **Major equipment/property**: A tangible or intangible item having a base unit cost of **$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property:** A tangible item having a base unit cost of less than $5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. **Government and public entities (including state colleges/universities and auxiliary organizations),** whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses,** whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

(1) Equipment/property purchases shall not exceed $50,000 annually.

To secure equipment/property above the annual maximum limit of $50,000, the Contractor shall make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property

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purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

(2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of

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dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

(1) **Reporting of Equipment/Property Receipt**

DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager.

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(2) **Annual Equipment/Property Inventory**

If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

(c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.

e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as

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to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

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(b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.

(c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.

(d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

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5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor shall obtain at least three bids or justify a sole source award

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) DHCS may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,

(b) A State college or State university from any State,

(c) A Joint Powers Authority,

(d) An auxiliary organization of a California State University or a California community college,

(e) A foundation organized to support the Board of Governors of the California Community Colleges,

(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

(g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,

(h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2.

b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

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c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.

e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

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7. Audit and Record Retention

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

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

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

c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code Section 8546.7, Public Contract Code (PCC) Sections 10115 et seq., Code of California Regulations Title 2, Section 1896.77.) The Contractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC Section10115.10.

d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

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

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

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must

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supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination

a. **For Cause**

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such

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termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State shall pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

b. **For Convenience**

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least ninety (90) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

11. Intellectual Property Rights

a. **Ownership**

(1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing

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rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.

(4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to

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acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

b. **Retained Rights / License Rights**

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. **Copyright**

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services.

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This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. **Patent Rights**

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

e. **Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

f. **Warranties**

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is

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currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.

(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) DHCS makes no warranty that the intellectual property resulting from this agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

g. **Intellectual Property Indemnity**

(1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS

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and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

(2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. **Federal Funding**

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. **Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

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12. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt by law.

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

14. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

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

c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

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e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

16. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her

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designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.

c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.

d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

17. Financial and Compliance Audit Requirements

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **less than $25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

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(3) ***If the Contractor is a State or Local Government entity or Nonprofit organization*** and expends $750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501audit, the Contractor must also submit a certification indicating the Contractor has not expended $750,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

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i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

19. Novation Requirements

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

20. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR Part 180, 2 CFR Part 376

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b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty,

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.

(6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

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21. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

22. Drug Free Workplace Act of 1988

The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.

b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

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c. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.

d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy that abuse of this drug will also not be tolerated in the workplace.

e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

23. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

24. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

25. Performance Evaluation

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

26. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

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27. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

28. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

29. Use of Disabled Veteran's Business Enterprises (DVBE)

(Applicable to agreements over $10,000 in which the Contractor committed to achieve DVBE participation. Not applicable to agreements and amendments specifically exempted from DVBE requirements by DHCS.)

a. The State Legislature has declared that a fair portion of the total purchases and contracts or subcontracts for property and services for the State be placed with disabled veteran business enterprises.

b. All DVBE participation attachments, however labeled, completed as a condition of bidding, contracting, or amending a subject agreement, are incorporated herein and made a part of this Agreement by this reference.

c. Contractor agrees to use the proposed DVBEs, as identified in previously submitted DVBE participation attachments. Contractor understands and agrees to comply with the requirements set forth in Military and Veterans Code Section 999 et seq. in that should award of this contract be based on part on its commitment to use the DVBE subcontractor(s) identified in its bid or offer, per Military and Veterans Code section 999.5(g), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by both DHCS and the Department of General Services (DGS) prior to the commencement of any work by the proposed subcontractor. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

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d. Requests for DVBE subcontractor substitution must include:

(1) A written explanation of the reason for the DVBE substitution.

(2) A written description of the business enterprise that will be substituted, including its DVBE certification status.

(3) A written description of the work to be performed by the substituted DVBE subcontractor and an identification of the percentage share/dollar amount of the overall contract that the substituted subcontractor will perform.

e. Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Military and Veterans Code § 999.9; Public Contract Code (PCC) §10115.10, or PCC §4110 (applies to public works only).

f. Upon completion of this Contract, DHCS requires the Contractor to certify using the Prime Contractor's Certification – DVBE Subcontracting Report (STD 817), al of the following: .

(1) The total amount the prime contractor received under the agreement;

(2) The name, address, Contract number and certification ID Number of the DVBE(s) that participated in the performance of this Contract;

(3) The amount and percentage of work the prime Contractor committed to provide to one or more DVBE(s) under the requirements of the Contract and the total payment each DVBE received from the prime Contractor;;

(4) That all payments under the Contract have been made to the DVBE(s); and

(5) The actual percentage of DVBE participation that was achieved. Upon request, the prime Contractor must provide proof of payment for the work.

g. If for this Contract the Contractor made a commitment to achieve the DVBE participation goal, the Department will withhold $10,000 from the final payment, or the full payment if less than $10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement must, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the prime Contractor refuses to comply with the certification requirements, DHCS will permanently deduct $10,000 from the final payment, or the full payment if less than $10,000. (Mil. & Vet. Code § 999.7.)

h. A person or entity that knowingly provides false information will be subject to a civil penalty for each violation. (Mil. & Vet. Code § 999.5(d); Govt. Code § 14841.)

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i. Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Section 999 of the Military & Veterans Code, including, but not limited to, the requirements of Section 999.5(d). (PCC§ 10230.)

30. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

a. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

b. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

e. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

31. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

32. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

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a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

33. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.

(2) Director's and executive committee member's fees.

(3) Incentive awards and/or bonus incentive pay.

(4) Allowances for off-site pay.

(5) Location allowances.

(6) Hardship pay.

(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided

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they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.

(2) Be determined in accordance with generally accepted accounting principles.

(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

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(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

34. Suspension or Stop Work Notification

a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.

(1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

(2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:

(a) Cancel, extend, or modify the suspension or stop work notification; or

(b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.

d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

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f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

35. Public Communications

"Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

a. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

36. Compliance with Statutes and Regulations

a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.

b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

37. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially

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affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

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Attachment 1
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
Date	Title

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Department of Health Care Services

After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services

DHCS reserves the right to notifiy the contractor in writing of an alternate submission address.

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Attachment 2
CERTIFICATION REGARDING LOBBYING

Approved by OMB (0348-0046)
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
_ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	_ a. bid/offer/application b. initial award c. post-award	_ a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐Prime ☐Subawardee Tier ___, if known: Congressional District, If known:	Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description:
	CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known:
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a. (Last name, First name, MI):*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than $100,000 for each such failure.

Signature:	
Print Name:	
Title:	
Telephone Number:	
Date:	

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriateclassification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if itis, or expects to be,a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

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10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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Exhibit E
Additional Provisions

1. Amendment Process

A. The Department of Health Care Services (DHCS) may amend the Contract.

B. Should either DHCS or the Contractor, during the term of this Contract, desire any amendments to this Contract, such amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed amendments are accepted or rejected. If accepted, the agreed upon amendments shall be made through DHCS' official agreement amendment process. No amendment shall be binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required.

C. Any proposed amendments to the Contract shall be requested by the Contractor by May 1 of the current fiscal year in order for the amendment to be effective the following fiscal year.

1) The proposed amendment submitted by the Contractor shall include the proposed changes, and a statement of the reason and basis for the proposed change.

2) Amendments shall be duly approved by the County Board of Supervisors or its authorized designee, and signed by a duly authorized representative.

D. Contractor acknowledges that any newly allocated funds that are in excess of the initial amount for each fiscal year may be forfeited if DHCS does not receive a fully executable Contract amendment on or before June 30th of the final year of the Contract.

E. DHCS may settle costs for DMC services based on the year-end cost settlement report as the final amendment to the approved Contract.

2. Cancellation / Termination

A. This Contract may be cancelled by DHCS without cause upon 90 calendar days advance written notice to the Contractor.

B. DHCS reserves the right to cancel or terminate this Contract immediately for cause. The Contractor may submit a written request to terminate this Contract only if DHCS substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Contractor failed to meet any terms, conditions, and/or responsibilities of this Contract.

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Exhibit E
Additional Provisions

D. Contract termination or cancellation shall be effective as of the date indicated in DHCS' notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.

F. In the event of early termination or cancellation, the Contractor shall be entitled to payment for all allowable costs authorized under this Contract and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.

G. In the event of changes in law that affect provisions of this Contract, the parties agree to amend the affected provisions to conform to the changes in law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Contract are severable and in the event that changes in law render provisions of the Contract void, the unaffected provisions and obligations of this Contract will remain in full force and effect.

H. The following additional provisions regarding termination apply only to Exhibit A, Attachment I, of this Contract:

1) In the event the federal Department of Health and Human Services (hereinafter referred to as DHHS), or DHCS determines that the Contractor does not meet the requirements for participation in DMC, the DHCS will terminate payments for services provided pursuant to Exhibit A, Attachment I, of this Contract for cause.

2) All obligations to provide covered services under this Contract will automatically terminate on the effective date of any termination of this Contract. Contractor will be responsible for providing or arranging for covered services to beneficiaries until the effective date of termination or expiration of the Contract.

Contractor shall remain liable for processing and paying invoices and statements for covered services and utilization review requirements prior to the expiration or termination until all obligations have been met.

3) In the event this Contract is nullified, cancelled, or terminated, the Contractor shall refer DMC beneficiaries to providers who are enrolled to provide DMC State Plan services.

I. In the event this Contract is nullified, cancelled, or terminated, the Contractor shall deliver its entire fiscal and program records pertaining to the

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Exhibit E
Additional Provisions

performance of this Contract to DHCS, which will retain the records for the required retention period.

3. Avoidance of Conflicts of Interest by Contractor

A. DHCS intends to avoid any real or apparent conflict of interest on the part of the Contractor, the subcontractor, or employees, officers and directors of the Contractor or subcontractor. Thus, DHCS reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to DHCS review and prior approval.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Contractor or subcontractor, or any employee, officer, or director of the Contractor or subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Contract.

2) An instance where the Contractor's or subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

C. If DHCS is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by DHCS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by DHCS and cannot be resolved to the satisfaction of DHCS, the conflict will be grounds for terminating the Agreement. DHCS may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

D. Contractor acknowledges that state laws on conflict of interest, found in the Political Reform Act, Public Contract Code Section 10365.5, and Government Code Section 1090, apply to this Contract.

4. Freeze Exemptions

A. Contractor agrees that any hiring freeze adopted during the term of this Contract shall not be applied to the positions funded, in whole or part, by this Contract.

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Exhibit E
Additional Provisions

B. Contractor agrees not to implement any personnel policy, which may adversely affect performance or the positions funded, in whole or part, by this Contract.

C. Contractor agrees that any travel freeze or travel limitation policy adopted during the term of this Contract shall not restrict travel funded, in whole or part, by this Contract.

D. Contractor agrees that any purchasing freeze or purchase limitation policy adopted during the term of this Contract shall not restrict or limit purchases funded, in whole or part, by this Contract.

5. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of either parties. Such acts shall include but not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight-embargo, related-utility, or governmental statutes or regulations super-imposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

6. Identification of Contractor versus Subrecipient

DHCS has classified this Agreement as a procurement contract. Therefore, the Contractor is considered a contractor, and not a subrecipient, for the purposes of U.S. Office of Management and Budget Uniform Guidance pursuant to 2 CFR 200.330.

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County of Colusa
23-30089

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)

2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.

3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.

4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.

   4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

   4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.

5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

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7. Permitted Uses and Disclosures of PHI by Business Associate

Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

7.1 Specific Use and Disclosure Provisions

Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

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8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Nondisclosure

9.1.1 Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

9.2 Safeguards and Security

9.2.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.2.2 Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at; updates will be available online through the Computer Security Resource Center website.

9.2.3 Business Associate shall employ FIPS 140-2 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-2 validation can be determined online through the Cryptographic Module Validation Program Search, with information about the Cryptographic Module Validation Program under FIPS 140-2. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.2.4 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

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9.2.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.2.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.3 Business Associate's Agent

Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. Mitigation of Harmful Effects

Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. Access to PHI

Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI

Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. Accounting for Disclosures

Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. Compliance with DHCS Obligations

To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

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15. Access to Practices, Books and Records

Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

16. Return or Destroy PHI on Termination; Survival

At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

17. Special Provision for SSA Data

If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

18. Breaches and Security Incidents

Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to DHCS

18.1.1 Business Associate shall notify DHCS immediately upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to DHCS.

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18.1.2 Business Associate shall notify DHCS within 24 hours by email (or by telephone if Business Associate is unable to email DHCS) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

18.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4 Potential loss of confidential information affecting this Agreement.

18.1.3 Notice shall be provided to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Contact Information in Section 18.6.

Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online at the DHCS Data Privacy webpage.

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

18.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

18.2 Investigation

Business Associate shall immediately investigate such security incident or breach.

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18.3 Complete Report

To provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

18.3.1 If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

18.4 Notification of Individuals

If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

18.5 Responsibility for Reporting of Breaches to Entities Other than DHCS

If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

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18.6 DHCS Contact Information

To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

18.6.1 DHCS Program Contract Manager

See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.

18.6.2 DHCS Privacy Office

Privacy Office
c/o: Office of HIPAA Compliance
Department of Health Care Services
P.O. Box 997413, MS 4722
Sacramento, CA 95899-7413

Email: incidents@dhcs.ca.gov

Telephone: (916) 445-4646

18.6.3 DHCS Information Security Office

Information Security Office
DHCS Information Security Office
P.O. Box 997413, MS 6400
Sacramento, CA 95899-7413

Email: incidents@dhcs.ca.gov

19. Responsibility of DHCS

DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

20. Audits, Inspection and Enforcement

20.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

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20.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

21. Termination

21.1 Termination for Cause

Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

21.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

21.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

21.2 Judicial or Administrative Proceedings

DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

22. Miscellaneous Provisions

22.1 Disclaimer

DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

22.2 Amendment

22.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

22.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

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22.3 Assistance in Litigation or Administrative Proceedings

Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

22.4 No Third-Party Beneficiaries

Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

22.5 Interpretation

The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

22.6 No Waiver of Obligations

No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

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C23-168

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

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

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

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

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

CERTIFICATION

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

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

By (Authorized Signature)

Printed Name and Title of Person Signing

Kent Boes, Board of Supervisors Chair

Executed in the County of	Executed in the State of
Colusa	CA

Date Executed

8/15/23

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

By Melissa Kitts, Deputy

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Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

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

By (Authorized Signature)

Printed Name and Title of Person Signing

Kent Boes, Board of Supervisors Chair

Date Executed	Executed in the County of
8/15/23	Colusa

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

By Melissa Kitts, Dep

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

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

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

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

1) the dangers of drug abuse in the workplace;

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

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

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

c. Every employee who works on the proposed Agreement will:

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

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

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

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

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

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required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (Pub. Contract Code §10410):

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

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

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Attachment: C23-168 California Department of Health Care Services (23-30089) (10477 : Approve Amendment with CA Department of Health Care

C23-168

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Attachment: C23-168 California Department of Health Care Services (23-30089) (10477 : Approve Amendment with CA Department of Health Care

COUNTY OF COLUSA, CA

2.13

Request For County Board of Supervisors Action

MEETING DATE: May 6, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Approve 3rd modification with Willow Glen Care Center for rehabilitation services effective May 1, 2025.

Approve 3rd Modification with **Willow Glen Care Center** for rehabilitation services effective May 1, 2025.

Detailed Description/Background of request

Behavioral Health is requesting a third modification to the contract with Willow Glen Care Center (C22-120) in order to increase the maximum compensation and extend the term of the agreement.

Willow Glen Care Center has three facilities which Colusa County Behavioral Health utilizes for the care and rehabilitation of their patients. The first facility is Willow Glen Care Center which provides patients with standard Board and Care Services. The other two facilities are Sequoia and Cedar Grove which provide Mental Health Rehabilitation services specializing in structured supervision and care for chronically mentally ill adults who are unable to maintain placement at lower levels of care. All three facilities are combined in one contract for Willow Glen Care Centers.

Behavioral Health is on track to exceed the current maximum compensation before the end of the FY 24/25. Behavioral Health requests to increase the maximum compensation amount per fiscal year to $750,000 effective May 1, 2025. Behavioral Health also requests to extend the term of the agreement through June 30, 2026, add ATTACHMENT A.2 - FY 25/26 Rates and add ATTACHMENT C.2 -Willow Glen Care Center Memo Re FY 25/26 Rate. The FY 25/26 rates will be effective July 1, 2025.

Prior Board Action

C22-120, C23-081 and C24-179

Fiscal Impact/Funding Source

Budgeted: 003-55270-713-0

Not to exceed $750,000 per fiscal year.

Action for the Clerk

Please number contract, obtain signatures and send to:

Willow Glen Care Center
Attn: Jeff Payne, Executive Director

1547 Plumas Court
Yuba City, CA 95991

ATTACHMENTS:

- 3rd Mod_Willow Glen Care Center (DOCX)
- Attachment A.2 FY 25-26 Rates and Fees (PDF)
- Attachment C.2 25-26 SIGNED Basic Rate Ltr (PDF)
- C22-120 Willow Glen Care Center (PDF)
- C23-081 1st Mod_Willow Glen Care Center (PDF)
- C24-179 2nd Mod_Willow Glen Care Center (PDF)

Third Modification Board and Care Services Contract

This Third Modification of the Board and Care Services contract ("Contract") is between County of Colusa ("County"), a political subdivision of the State of California, and Willow Glen Care Center ("Contractor") a California Non-Profit Corporation.

Background

On June 21, 2022, the parties executed Contract C22-l 20 to provide the County with board and care services.

On April 25, 2023, the parties executed the first modification (C23-081) to extend the term of the contract, increase compensation and update the Rates and Fees.

On October 1, 2024, the parties executed the second modification (C24-179) to extend the term of the contract, increase compensation and update the Rates and Fees.

The parties now want to modify the Contract to extend the term to June 30, 2026, increase compensation, add Attachment A.2 FY 25/26 Rates and Fees and add Attachment C.2 FY 25/26 Willow Glen Care Center Memo.

Modification

The parties agree to modify the Contract effective May 1, 2025, as follows:

1. Section 2, Term is modified by extending the termination date to June 30, 2026.
2. Section 3, Compensation is modified by increasing the not to exceed amount to $750,000 per fiscal year.
3. Attachment A.2, FY25/26 Rates and Fees is added.
4. Attachment C.2, FY25/26 Willow Glen Care Center Memo is added.

COUNTY OF COLUSA

_____Date:_____
Daurice K. Smith, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

WILLOW GLEN CARE CENTER

_____Date:_____
Signature

_____
Printed Name and Title

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

_____
Clerk

Attachment: 3rd Mod_Willow Glen Care Center (10489 : Approve 3rd Modification with Willow Glen Care Center)

ATTACHMENT A.2

FY 25/26 RATES AND FEES

Please note that all facilities available to your county are listed below, regardless of whether or not the county has contracted with those facilities in the past.

Board and Care Facilities	
Alpine House (Weaverville, CA)	$268 a day
Casa Del Rio (Hanford, CA)	$210 a day
Trinity Pines (Chico, CA)	$248 a day
Lighthouse (Eureka, CA)	$220 a day
Redwood Creek (Willits, CA)	13 – 16 clients at $225 a day 10 – 12 clients at $270 a day 7 – 9 clients at $340 a day 0 – 6 clients at $365 a day
Willow Glen/Rosewood (Yuba City, CA)	85 – 100 clients at $222 a day 70 – 84 clients at $247 a day 0 – 69 clients at $257 a day
Crisis Residential Facility	
Hyperion (Eureka, CA)	$600 a day
MHRC	
Cedar Grove MHRC (Yuba City, CA)	36 – 44 clients at $410 a day 31 – 35 clients at $430 a day 0 – 30 clients at $470 a day
Sequoia Psychiatric Treatment Center (Yuba City, CA)	$435 a day
Residential Services/Board and Care as of 7/1/25	
Cedar Grove	$850 a month
Sequoia Psychiatric Treatment Center	$850 a month

LPS declarations will be paid for by Willow Glen Care Center and reimbursed by the county at a rate of $250 for each evaluation. There is no requirement that a county utilize our clinicians for declaration.

Bed-Hold rates shall be paid at the same daily rate as if the client were present in the facility, as established by the FY '25/'26 rate schedule.

Multi-year contracts should include additional increases of $10 per day at each facility, for each year beyond FY '25/'26, to help offset future expected increases to the organization's expenses.

Attachment: Attachment A.2 FY 25-26 Rates and Fees (10489 : Approve 3rd Modification with Willow Glen Care Center)

Willow Glen Care Center

1547 Plumas Court, Yuba City, CA 95991*License # 5150001963* Phone: (530) 751-9900 * Fax: (530) 751-9915

Memo

TO: Mental Health Directors/Contract Managers

FROM: Jeff Payne, Executive Direct

DATE: April 7, 2025

RE: FY '25/'26 Rate

Willow Glen Care Center is pleased to report that it is completing its twenty-ninth year of service to the Counties in northern and central California. As we prepare for FY '25/'26, we continue to adhere to the original goal of providing the highest quality of care and programming at the lowest possible cost to the County.

The rates below reflect the proposed rate changes for FY '25/'26. The rate increases for programs represent projected market-appropriate increases to general supplies, food, and other costs of living.

We hope that this proposal is understandable and that it continues to reflect the unique value offered to the Counties and to the clients placed in our care.

Please note that all facilities available to your county are listed below, regardless of whether or not the county has contracted with those facilities in the past.

Board and Care Facilities

Alpine House (Weaverville, CA)	$268 a day
Casa Del Rio (Hanford, CA)	$210 a day
Trinity Pines (Chico, CA)	$248 a day
Lighthouse (Eureka, CA)	$220 a day
Redwood Creek (Willits, CA)	13 – 16 clients at $225 a day 10 – 12 clients at $270 a day 7 – 9 clients at $340 a day 0 – 6 clients at $365 a day
Willow Glen/Rosewood (Yuba City, CA)	85 – 100 clients at $222 a day 70 – 84 clients at $247 a day 0 – 69 clients at $257 a day

Crisis Residential Facility

Hyperion (Eureka, CA)	$600 a day

MHRC

Cedar Grove MHRC (Yuba City, CA)	36 – 44 clients at $410 a day 31 – 35 clients at $430 a day 0 – 30 clients at $470 a day
Sequoia Psychiatric Treatment Center (Yuba City, CA)	$435 a day

Attachment: Attachment C.2 25-26 SIGNED Basic Rate Ltr (10489 : Approve 3rd Modification with Willow Glen Care Center)

Residential Services/Board and Care as of 7/1/25

Cedar Grove	$850 a month
Sequoia Psychiatric Treatment Center	$850 a month

LPS declarations will be paid for by Willow Glen Care Center and reimbursed by the county at a rate of $250 for each evaluation. There is no requirement that a county utilize our clinicians for declaration.

Bed-Hold rates shall be paid at the same daily rate as if the client were present in the facility, as established by the FY '25/'26 rate schedule.

Multi-year contracts should include additional increases of $10 per day at each facility, for each year beyond FY '25/'26, to help offset future expected increases to the organization's expenses.

The new Rate Schedule is planned to become effective on July 1, 2025 to coincide with the renewal of the Willow Glen Care Center's contract for FY '25/'26. Rates for pre-approved one-to-one supervision and transports remain the same. If you have any questions regarding the rate change, please contact me at (530) 751-9904. We appreciate the support of all the Counties and look forward to continuing to provide the care you expect.

Thank You

Attachment: Attachment C.2 25-26 SIGNED Basic Rate Ltr (10489 : Approve 3rd Modification with Willow Glen Care Center)

C22-120

Services Contract with Willow Glen Care Center, Inc.

This services contract for the provision of board and care services ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Willow Glen Care Center, Inc., ("Contractor"), California non-profit corporation.

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

2. **Term:** This Contract shall begin on July 1, 2022 and shall continue until June 30, 2023.

3. **Compensation:** County will pay Contractor compensation not to exceed $325,000 per fiscal year, as provided for in Attachment "A." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month directed to the fiscal department of the Colusa County Behavioral Health. Upon receipt of an invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

   A. **Invoices shall:**
      1) Be prepared on Contractor's letterhead.
      2) Bear Contractor's name as shown on the contract.
      3) Bear the contract number.
      4) Specify client name, number of client days, rate and amount.
      5) Itemize the costs incurred.
      6) Include a summary of the services provided.
      7) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

   A. Services shall be provided by Contractor without the advice, control or supervision of County, but subject to concurrent review of the County and consistent with the County's objectives under the Contract. Subject to required approvals and consultation with the County under Section 1, Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

   B. Acceptance of work or payment of invoice by County does not operate to release

Attachment: C22-120 Willow Glen Care Center (10489 : Approve 3rd Modification with Willow Glen Care Center)

Contractor from any responsibility to perform work to professional standards.

C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.

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

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

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

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

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

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

   A. Workers' Compensation Coverage: Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance

Attachment: C22-120 Willow Glen Care Center (10489 : Approve 3rd Modification with Willow Glen Care Center)

and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least thirty (30) days prior to such change.

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

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

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

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

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

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

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

Attachment: C22-120 Willow Glen Care Center (10489 : Approve 3rd Modification with Willow Glen Care Center)

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

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

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

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

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

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

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

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

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

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

Attachment: C22-120 Willow Glen Care Center (10489 : Approve 3rd Modification with Willow Glen Care Center)

If to County:	Colusa County Behavioral Health 162 E Carson Street Colusa, Ca 95932 Attention: Director 530.458.0520
If to Contractor:	Willow Glen Care Center 1547 Plumas Court Yuba City, CA 95991 Attention: Jeff Payne, Executive Director

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

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

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

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

17. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

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

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

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

19. **Partial Invalidity**. If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force

Attachment: C22-120 Willow Glen Care Center (10489 : Approve 3rd Modification with Willow Glen Care Center)

and effect and shall not be affected or invalidated.

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

    A. Attachment "A" Program Description, Scope of Services & 22/23 Rates & Fees
    B. Attachment "B" HIPPA Business Associate Addendum

COUNTY OF COLUSA

_____ Date: 6/21/22
J. Merced Corona, Board Chair

WILLOW GLEN CARE CENTER

_____ Date: 7/7/22
Jeff Payne, Executive Director

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By _____
Patricia Rodriguez, Deputy

Attachment: C22-120 Willow Glen Care Center (10489 : Approve 3rd Modification with Willow Glen Care Center)

C22-120

ATTACHMENT A

Willow Glen Care Center
Sequoia Psychiatric Treatment Center
Mental Health Rehabilitation Center

Program Description

Willow Glen Care Center operates Sequoia Psychiatric Treatment Center (SPTC) a 16-bed Mental Health Rehabilitation Center (MHRC) in Yuba City, California (opened on August 26, 2013). The facility is licensed and certified by the California Department of Mental Health under the California Code of Regulations, Title 9, Division 1, to provide residential and rehabilitation services. The facility will serve mentally ill adults ages 18 and older who do not require a higher level of acute psychiatric care but require stabilization of their mental health condition and temporarily require a higher level of care than licensed residential or independent living. Willow Glen Care Center has been providing residential, mental health, and rehabilitation services to Northern California county mental health agencies since 1996 and currently operates 6 licensed facilities serving 30 different counties. The Sequoia Treatment Facility is intended to be an integral part of that system of care.

The goal of Sequoia Psychiatric Treatment Center is to assist mental health clients to stabilize their mental health condition, optimize their functioning, and return to a less restrictive level of care. It is expected that referrals will come from two sources: higher levels of acute, locked, or other long-term placements or from lower levels of supervised or independent living. Sequoia Psychiatric Treatment Center plans to provide a client-driven, clinician supervised rehabilitation program model that will assist the client in identifying, practicing and implementing those skills necessary to reduce the number of inpatient hospital days and maximize their opportunity to succeed in community-based living arrangements.

Program focus will include those areas that historically are barriers to successful and lasting transition to less restrictive levels of care: medication management and education, interpersonal coping skills development, independent living skills education and practice, and self-advocacy. It is anticipated that clients will remain in the program until they are able to transition to an appropriate placement identified by their county of origin.

The program will be staffed by professional and paraprofessionals, including a psychiatrist, a physician's assistant, 2 nurse practitioners, a clinical psychologist, a Registered Nurse, 6 LVN/LPTs, a recreation therapist, the Administrator, and a Program Director, and 16 Milieu Counselors. Ancillary services such as medical appointments, consults, lab, dentistry, etc., will be made with appropriate referrals.

The newly constructed facility provides 7500 square feet of living, program and office space, with generous indoor and outdoor activity spaces. The facility is located at 1541 Plumas Court Yuba City, California 95991.

Attachment: C22-120 Willow Glen Care Center (10489 : Approve 3rd Modification with Willow Glen Care Center)

ATTACHMENT A

Scope of Services & Rates

Definition of Services

Cedar Grove MHRC – A locked 44-bed mental health rehabilitation center specializing in structured supervision and care for chronically mentally ill adults who are unable to maintain placement at lower levels of care. The Center provides 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 provide stable placement in a secure environment. The goal of CG is to assist identified mental health clients to stabilize their mental health condition, optimize their functioning, and return to a less restrictive level of care for identified clients. The Cedar Grove Program shall:

i. Provide intensive supervision of clients, continuous resident redirection, increased social interaction with peers and staff, structured opportunities for development of social skills, a safe environment to explore and improve functional capacities and preparation for clients to transition to a lower level of care where appropriate.
ii. Assess and evaluate each resident and develop an individualized care plan focusing on maintaining psychiatric stability and assisting the resident to preserve placement at the lowest level of care possible.
iii. Review residents on a weekly basis with the multidisciplinary team to determine each resident's progress and to facilitate and develop a transition plan to a lower level of care when appropriate. The multidisciplinary team will assess and review residents on a monthly basis with recommendations for transitioning to a lower level of care when indicated.
iv. Offer long-term residents a safe, structured, secure and comfortable environment while continuing to encourage independence, self-awareness and goal setting.
v. Offer a variety of activities which include, but are not limited to:
    1. Crisis Prevention
    2. Psychopharmacologic Medication Evaluation and Management
    3. Wellness and Recovery Services
    4. Medical Service Referral
    5. Peer Support Groups
    6. Client Advocacy
    7. Therapeutic Community
    8. Planned Activities including:
        1. Substance Use Disorder education
        2. Competency restoration
    9. Daily Living Skills

Attachment: C22-120 Willow Glen Care Center (10489 : Approve 3rd Modification with Willow Glen Care Center)

vi. Encourage residents who have stabilized their condition to progress to a lower level of care. Residents are expected to be proactive with their personal mental health issues, including medication management, interpersonal skill development and self-advocacy. The program will incorporate principles of wellness and recovery to enhance each resident's sense of overall well-being by actively working on improved self-esteem, empowerment, autonomy and hope.

Rates and Fees 22/23
Effective 7/1/2022

Board and Care Facilities

Alpine House (Weaverville, CA)	$230 a day
Casa Del Rio (Hanford, CA)	$160 a day
Trinity Pines. (Chico, CA)	$235 a day
Redwood Creek (Willits, CA)	13 – 16 clients at $170 a day 10 – 12 clients at $225 a day 7 – 9 clients at $285 a day 0 – 6 clients at $310 a day
Willow Glen/Rosewood (Yuba City, CA)	85 – 100 clients at $170 a day 70 – 84 clients at $185 a day 0 – 69 clients at $199 a day

MHRC

Cedar Grove MHRC (Yuba City, CA)	36 – 44 clients at $340 a day 31 – 35 clients at $360 a day 0 – 30 clients at $380 a day
Sequoia Psychiatric Treatment Center (Yuba City, CA)	$375 a day

Residential Services/Board and Care as of 7/1/22

Cedar Grove	$840 a month
Sequoia Psychiatric Treatment Center	$840 a month

LPS declarations will be paid for by Willow Glen Care Center and reimbursed by the county at a rate of $200 for each evaluation. There is no requirement that a county utilize our clinicians for declaration.

Rates for pre-approved one-to-one supervision and transports remain the same.

Attachment: C22-120 Willow Glen Care Center (10489 : Approve 3rd Modification with Willow Glen Care Center)

ATTACHMENT B

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

Definitions

Catch-all definition:

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

Specific definitions:

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

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

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

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

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

Attachment: C22-120 Willow Glen Care Center (10489 : Approve 3rd Modification with Willow Glen Care Center)

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

Obligations and Activities of Business Associate

Business Associate agrees to:

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

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

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

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

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

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

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

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

Attachment: C22-120 Willow Glen Care Center (10489 : Approve 3rd Modification with Willow Glen Care Center)

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

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

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for County PHI from breaches and security incidents.

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

Permitted Uses and Disclosures by Business Associate

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

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

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

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

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

Attachment: C22-120 Willow Glen Care Center (10489 : Approve 3rd Modification with Willow Glen Care Center)

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

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

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

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

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

Permissible Requests by County

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

Term and Termination

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

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

(c) Obligations of Business Associate Upon Termination.

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

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

Attachment: C22-120 Willow Glen Care Center (10489 : Approve 3rd Modification with Willow Glen Care Center)

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

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

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

Miscellaneous

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

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

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

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

Attachment: C22-120 Willow Glen Care Center (10489 : Approve 3rd Modification with Willow Glen Care Center)

C23- 081

First Modification to
Willow Glen Care Center, Inc. Services Contract

This First Modification Board and Care Services Contract PC20-061 is between Colusa County (County), a political subdivision of the State of California, and Willow Glen Care Center, Inc., (Contractor), a California non-profit corporation.

Background

On June 21, 2022, the parties executed Contract C22-120 to provide the County with board and care services.

The parties now want to modify the Contract to increase the compensation and update the Rates and Fees.

Modification

The parties agree to modify the Contract effective July 1, 2023, as follows:

1. Section 2, Term, is modified by extending the term of the contract through June 30, 2024.

2. Section 3, Compensation, is modified by increasing the compensation from $325,000 per fiscal year to $600,000 per fiscal year.

3. Section 21, Attachment "A" is amended to reflect FY 23/24 Rates and Fees attached hereto as Attachment "A.1" FY 23/24 Rates and Fees.

COUNTY OF COLUSA

Date: 4/25/23

Kent S. Boes, Board Chair

APPROVED AS TO FORM

Richard Stout, County Counsel

WILLOW GLEN CARE CENTER

Date: 5-2-23

Jeff Payne, Executive Director

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

Melissa Kitts, Deputy

Attachment: C23-081 1st Mod_Willow Glen Care Center (10489 : Approve 3rd Modification with Willow Glen Care Center)

C23- 081

ATTACHMENT A.1

FY 23/24 RATES AND FEES

Please note that all facilities available to your county are listed below, regardless of whether or not the county has contracted with those facilities in the past.

Board and care Facilities	
Alpine House (Weaverville, CA)	$235 a day
Casa Del Rio (Hanford, CA)	$170 a day
Trinity Pines (Chico, CA)	$240 a day
Redwood Creek (Willits, CA)	13-16 clients at $170 a day
	10-12 clients at $225 a day
	7-9 clients at $285 a day
	0-6 clients at $310 a day
Willow Glen/Rosewood (Yuba City, CA)	85-100 clients at $185 a day
	70-84 clients at $210 a day
	0-69 clients at $220 a day
MHRC	
Cedar Grove MHRC (Yuba City, CA	36-44 clients at $335 a day
	31-35 clients at $375 a day
	0-30 clients at $395 a day
Sequoia Psychiatric Treatment Center (Yuba City, CA)	$385 a day
Residential Services/Board and Care as of 71/1/23	
Cedar Grove	$850 a month
Sequoia Psychiatric Treatment Center	$850 a month

LPS declarations will be paid for by Willow Glen Care Center and reimbursed by the County at a rate of $250 for each evaluation. There is no requirement that the county utilize Willow Glen clinicians for declarations.

Multi-year contracts should include additional increases of $10 per day at each facility, for each year beyond FY 23/24, to help offset future expected increases to the organization's expenses.

Attachment: C23-081 1st Mod_Willow Glen Care Center (10489 : Approve 3rd Modification with Willow Glen Care Center)

Exhibit E

FEE SCHEDULE

Willow Glen Care Center

1547 Plumas Court, Yuba City, CA 95991*License # 5150001963* Phone: (530) 751-9900 * Fax: (530) 751-9915

Memo

To: Mental Health Directors Contract Managers

From: Jeff Payne, Executive Director

Date: 3/23/2023

Regarding: FY '23/'24 Rate

Willow Glen Care Center is pleased to report that it is completing its twenty-seventh year of service to the Counties in northern and central California. As we prepare for FY '23/'24, we continue to adhere to the original goal of providing the highest quality of care and programming at the lowest possible cost to the County.

The rates below reflect the proposed rate changes for FY '23/'24. The rate increase is necessary as a result of significant market changes in employee wages and continued cost increases of all foods and supplies. We hope that this proposal is understandable and that it continues to reflect the unique value offered to the Counties and to the clients placed in our care.

Please note that all facilities available to your county are listed below, regardless of whether or not the county has contracted with those facilities in the past.

Board and Care Facilities

Alpine House (Weaverville, CA)	$235 a day
Casa Del Rio (Hanford, CA)	$170 a day
Trinity Pines. (Chico, CA)	$240 a day
Redwood Creek (Willits, CA)	13 – 16 clients at $170 a day 10 – 12 clients at $225 a day 7 – 9 clients at $285 a day 0 – 6 clients at $310 a day
Willow Glen/Rosewood (Yuba City, CA)	85 – 100 clients at $185 a day 70 – 84 clients at $210 a day 0 – 69 clients at $220 a day

MHRC

Cedar Grove MHRC (Yuba City, CA)	36 – 44 clients at $355 a day 31 – 35 clients at $375 a day 0 – 30 clients at $395 a day
Sequoia Psychiatric Treatment Center (Yuba City, CA)	$385 a day

Residential Services/Board and Care as of 7/1/23

Cedar Grove	$850 a month
Sequoia Psychiatric Treatment Center	$850 a month

LPS declarations will be paid for by Willow Glen Care Center and reimbursed by the county at a rate of $250 for each evaluation. There is no requirement that a county utilize our clinicians for declaration.

Multi-year contracts should include additional increases of $10 per day at each facility, for each year beyond FY '23/'24, to help offset future expected increases to the organization's expenses.

The new Rate Schedule is planned to become effective on July 1, 2023 to coincide with the renewal of the Willow Glen Care Center's contract for FY '23/'24. Rates for pre-approved one-to-one supervision and transports remain the same. If you have any questions regarding the rate change, please contact me at (530) 751-9904 We appreciate the support of all the Counties and look forward to continuing to provide the care you expect.

Thank You

Attachment: C23-081 1st Mod_Willow Glen Care Center (10489 : Approve 3rd Modification with Willow Glen Care Center)

C24- 179

Second Modification Board and Care Services Contract

This Second Modification of the Board and Care Services contract ("Contract") is between County of Colusa ("County"), a political subdivision of the State of California, and Willow Glen Care Center ("Contractor") a California Non-Profit Corporation.

Background

On June 21, 2022, the parties executed Contract C22-l 20 to provide the County with board and care services.

On April 25, 2023, the parties executed the first modification (C23-081) to extend the term of the contract, increase compensation and update the Rates and Fees.

The contract expired on June 30 2024, however the contractor has continued to perform work under the terms and conditions of the agreement.

The parties now want to modify the Contract to extend the term to June 30, 2025, update the Rates and Fees and add an attachment.

Modification

The parties agree to modify the Contract effective July 1, 2024, as follows:

1. Section 2, Term is modified by extending the termination date to June 30, 2025.
2. Section 20, Attachments, Attachment A is modified by replacing Attachment A.1 - FY 23/24 RATES AND FEES with an updated Attachment A.1 - FY 24/25 RATES AND FEES
3. Section 20, Attachments, is modified by adding Attachment C - Willow Glen Care Center Memo Re FY 24/25 Rate.

COUNTY OF COLUSA

for Gary J. Evans, Chair — Date: 10/1/24

APPROVED AS TO FORM

Richard Stout, County Counsel

WILLOW GLEN CARE CENTER

Signature — Date: 10/8/24

Jeff Payne - Executive Director
Printed Name and Title

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

Tiffany Jorgensen, Clerk

Attachment: C24-179 2nd Mod_Willow Glen Care Center (10489 : Approve 3rd Modification with Willow Glen Care Center)

ATTACHMENT A.1

FY 24/25 RATES AND FEES

Please note that all facilities available to your county are listed below, regardless of whether or not the county has contracted with those facilities in the past.

Board and Care Facilities

Alpine House (Weaverville, CA)		$260 a day
Casa Del Rio (Hanford, CA)		$200 a day
Trinity Pines. (Chico, CA)		$240 a day
Redwood Creek (Willits, CA)	13 -16	clients at $190 a day
	10-12	clients at $245 a day
	7-9	clients at $305a day
	0-6	clients at $330 a day
Willow Glen/Rosewood (Yuba City, CA)	85 - 100	clients at $215 a day
	70 - 84	clients at $240 a day
	0 - 69	clients at $250 a day

MHRC

Cedar Grove MHRC (Yuba City, CA)	36 - 44	clients at $385 a day
	31 – 35	clients at $405 a day
	0 - 30	clients at $435 a day
Sequoia Psychiatric Treatment Center (Yuba City, CA)		$410 a day

Residential Services/Board and Care as of7/l/24

Cedar Grove	$850 a month
Sequoia Psychiatric Treatment Center	$850 a month

LPS declarations will be paid for by Willow Glen Care Center and reimbursed by the county at a rate of $250 for each evaluation. There is no requirement that a county utilize our clinicians for declaration.

Multi-year contracts should include additional increases of$10 per day at each facility, for each year beyond FY '24/'25, to help offset future expected increases to the organization's expenses.

Attachment: C24-179 2nd Mod_Willow Glen Care Center (10489 : Approve 3rd Modification with Willow Glen Care Center)

ATTACHMENT A.1

Attachment: C24-179 2nd Mod_Willow Glen Care Center (10489 : Approve 3rd Modification with Willow Glen Care Center)

ATTACHMENT C

Willow Glen Care Center

1547 Plumas Court, Yuba City, CA 95991*License # 5150001963* Phone: (530) 751-9900 * Fax: (530) 751-9915

Memo

TO: Mental Health Directors/Contract Managers

FROM: Jeff Payne, Executive Director

DATE: 3/17/2024

RE: FY '24/'25 Rate

Willow Glen Care Center is pleased to report that it is completing its twenty-eighth year of service to the Counties in northern and central California. As we prepare for FY '24/'25, we continue to adhere to the original goal of providing the highest quality of care and programming at the lowest possible cost to the County.

The rates below reflect the proposed rate changes for FY '24/'25. The rate increase is principally the result of changing minimum wage laws in California affecting healthcare workers and the fast food industry. Market-appropriate increases to food and general supplies are also included in the new daily rate.

We hope that this proposal is understandable and that it continues to reflect the unique value offered to the Counties and to the clients placed in our care.

Please note that all facilities available to your county are listed below, regardless of whether or not the county has contracted with those facilities in the past.

Board and Care Facilities

Alpine House (Weaverville, CA)	$260 a day
Casa Del Rio (Hanford, CA)	$200 a day
Trinity Pines. (Chico, CA)	$240 a day
Redwood Creek (Willits, CA)	13 – 16 clients at $190a day 10 – 12 clients at $245 a day 7 – 9 clients at $305a day 0 – 6 clients at $330 a day
Willow Glen/Rosewood (Yuba City, CA)	85 – 100 clients at $215 a day 70 – 84 clients at $240 a day 0 – 69 clients at $250 a day

MHRC

Cedar Grove MHRC (Yuba City, CA)	36 – 44 clients at $385 a day 31 – 35 clients at $405 a day 0 – 30 clients at $435 a day
Sequoia Psychiatric Treatment Center (Yuba City, CA)	$410 a day

Residential Services/Board and Care as of 7/1/24

Cedar Grove	$850 a month
Sequoia Psychiatric Treatment Center	$850 a month

Attachment: C24-179 2nd Mod_Willow Glen Care Center (10489 : Approve 3rd Modification with Willow Glen Care Center)

LPS declarations will be paid for by Willow Glen Care Center and reimbursed by the county at a rate of $250 for each evaluation. There is no requirement that a county utilize our clinicians for declaration.

Multi-year contracts should include additional increases of $10 per day at each facility, for each year beyond FY '24/'25, to help offset future expected increases to the organization's expenses.

The new Rate Schedule is planned to become effective on July 1, 2024 to coincide with the renewal of the Willow Glen Care Center's contract for FY '24/'25. Rates for pre-approved one-to-one supervision and transports remain the same. If you have any questions regarding the rate change, please contact me at (530) 751-9904 We appreciate the support of all the Counties and look forward to continuing to provide the care you expect.

Thank You

Attachment: C24-179 2nd Mod_Willow Glen Care Center (10489 : Approve 3rd

COUNTY OF COLUSA, CA 2.14

Request For County Board of Supervisors Action

MEETING DATE: May 6, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Ratify Grazing Agreement with Manhart Farms LLC for grazing of livestock on and around the Evans Road landfill site.

Ratify Grazing Agreement with **Manhart Farms LLC** for grazing of livestock on and around the Evans Road landfill site.

Detailed Description/Background of request

The Department of Public Works wishes to enter into an agreement with Manhart Farms, LLC to allow them to graze their livestock on and around the Evans Road landfill as a way to control the vegetation growth and mitigate the threat of wildland/grass fires. The grazing would only be during the months of January through June. The Purchasing Agent signed the agreement due to the timeline for the livestock to begin grazing. Staff now requests that the agreement be ratified.

Prior Board Action

There have been prior contracts with Manhart Farms, however they were executed by the Director of Public Works.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Obtain signatures and send to
Manhart Farms, LLC
Attn: James Manhart
P.O. Box 194
Arbuckle, CA 95912

ATTACHMENTS:

- Contract_Manhart Farms, LLC (PDF)

Grazing Agreement

This Grazing Agreement ("Agreement") is between the County of Colusa ("County"), a political subdivision of the State of California through its Department of Public Works and Manhart Farms. LLC ("Contractor"), a limited liability company.

Background

A. The County of Colusa manages the Evans Road landfill ("Site"), a closed solid waste disposal facility.

B. Management of the Site includes vegetation management to mitigate the threat of wildland/grass fires.

C. County wishes to utilize livestock to graze the Site vegetation helping mitigate the threat of wildland/grass fires.

Agreement

1. **Access:** The County grants to Contractor limited and revocable access to graze livestock on and around the Site, during the dates, times, designated locations, and subject to additional restrictions, as described in the "Grazing Activities" attachment "A" to this Agreement, in order to manage vegetation growth.

2. **Term:** The term of this agreement is five years beginning January 1, 2025 through June 30, 2029. Vegetation management efforts shall be limited to January 1 to June 30 of each year.

3. **No Interest or Entitlement:** This is a non-exclusive agreement that may be revoked at any time with or without notice to Contractor. It does not convey any interest of any kind in any real or personal property.

4. **No Assignment or Transfer:** This Agreement is exclusive to Contractor and may not be transferred or assigned.

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the activity it will engage in under this Agreement. The Department relies upon the representations of Contractor regarding its ability to perform the activity described in the "Grazing Activities" attachment.

6. **Contractor is not an Agent or Employee of County or Department:** Contractor acknowledges and agrees that it is independent from the County and it is not an agent or employee of the County. Furthermore, Contractor acknowledges and agrees that it is not engaged in a partnership, joint venture or other similar relationship with the County.

7. **Indemnity and Liability:** Contractor shall indemnify, defend, and hold the County harmless from and against any claims of any kind, by anyone, arising out of or alleged to arise out of Contractor's activities in the Park or in any way connected to this Agreement.

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

   A. Workers' Compensation Coverage: Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of

Attachment: Contract_Manhart Farms, LLC (10474 : Ratify Agreement with Manhart Farms LLC)

California. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least thirty (30) days prior to such change.

B. General Liability Coverage: Contractor shall maintain commercial general liability insurance in an amount of not less than two million dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

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

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

1) Naming County as an additional named insured with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Agreement;

2) Providing that Contractor's insurance shall be the primary insurance as to the County. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

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

4) Providing that the insurer waives all rights of subrogation against County;

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County;

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

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

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

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

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

Attachment: Contract_Manhart Farms, LLC (10474 : Ratify Agreement with Manhart Farms LLC)

10. **Licenses:** Contractor represents and warrants to County that it has all other licenses, permits, qualifications, insurance, and approvals required of Contractor to practice its trade, profession, or otherwise engage in the Grazing Activities. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals which are legally required of Contractor to engage in the Grazing Activities.

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

If to County:	Colusa County Public Works Attn: Director 1215 Market Street Colusa, CA 95932 (530) 458-0466
If to Contractor:	James Manhart Manhart Farms, LLC. PO Box 194 Arbuckle Ca 95912 (530) 682-5957

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

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

14. **Termination**: This Agreement may be terminated as follows:

    A. Immediately if Contractor violates any of the terms or provisions of this Agreement;

    B. By County at any time, with or without cause followed by written notification; or

    C. By Contractor at any time with 10 days written notice.

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

    A. Attachment "A" Grazing Activities
    B. Attachment "B" Facility Map

Signatures on next page

Attachment: Contract_Manhart Farms, LLC (10474 : Ratify Agreement with Manhart Farms LLC)

COUNTY OF COLUSA

Date: 4/21/25
Wendy G. Tyler, CAO

MANHART FARMS, LLC.

Date: 4-28-25
Jimmy Manhart, Principal
Manhart Farms, LLC.

APPROVAL AS TO FORM

Richard Stout, County Counsel

Attachment: Contract_Manhart Farms, LLC (10474 : Ratify Agreement with Manhart Farms LLC)

Attachment A
GRAZING ACTIVITIES

Description and Scope of Activity
Vegetation Management at Evans Road Landfill

Designated Area Authorized to Engage in Activity
Capra Hircus (Goats), Ovis aries (Sheep) may be used throughout the entirety of APN 018-160-046 for the purposes of vegetation management. Additionally, Bos Taurus (Cattle) may be utilized only on those portions of APN 018-160-046 outside of the main landfill cell (denoted in red shading Attachments "B")

Hours and Dates Authorized to Engage in Commercial Activity
Vegetation management efforts shall be limited to January 1 to June 30 of each year.

Other Restrictions
Contractor shall be responsible, at his own expense, to provide adequate fencing to prevent livestock from exiting APN 018-160-046, as well as maintain appropriate segregation noted above as well as on attachment "B"

Attachment: Contract_Manhart Farms, LLC (10474 : Ratify Agreement with Manhart Farms LLC)

C25-____

Attachment B
FACILITY MAP



Attachment: Contract_Manhart Farms, LLC (10474 : Ratify Agreement with Manhart Farms LLC)

COUNTY OF COLUSA, CA 3.1

Request For County Board of Supervisors Action

MEETING DATE:	**May 6, 2025**
DEPARTMENT:	**Human Resources**
FROM:	**Dar Rhodes**
SUBJECT:	**Amend the Position Allocation Schedule for the Public Works Department by deleting one Marketing and Administrative Specialist position, MSC19 ($3,388–$5,560 per month) and adding one flexibly staffed Office Assistant I/II position, MSC09/MSC13 ($2,643-$4,341)/($2,920-$4,793), effective May 6, 2025.**

Amend the Position Allocation Schedule for the Public Works Department by deleting one Marketing and Administrative Specialist position, MSC19 ($3,388-$5,560 per month) and adding one flexibly staffed Office Assistant I/II position, MSC09/MSC13 ($2,643- $4,341)/($2,920-$4,793), effective May 6, 2025.

Detailed Description/Background of request

The Public Works Department is requesting a revision to its position allocation to better align with operational needs and budgetary limitations. The Marketing and Administrative Specialist position, previously held and recently vacated, was evaluated by the former Public Works Director who indicated the work could more appropriately be performed by a lower-level clerical support classification. However, no formal action was taken to update the allocation at that time.

The current Public Works leadership concurs with that assessment and has identified that clerical-level duties are the primary functions needed, such as processing reservations, responding to public inquiries, and maintaining basic communications such as social media updates. Marketing responsibilities will no longer be part of the role. Based on a review of the duties and in consultation with Human Resources, the Office Assistant I/II classification is deemed the most appropriate for the position.

Business Necessity

The Marketing and Administrative Specialist classification is no longer a sustainable or necessary allocation given the current scope of responsibilities and the limited budget associated with East Park operations, which previously funded the higher classification. Reducing the position to an Office Assistant I/II will:

- Provide ongoing clerical support to the department.

- Ensure continuity of essential public-facing services (e.g., reservation coordination and communications).
- Align personnel costs with available budget resources.

Recommendation

Staff recommends approval of this request.

Prior Board Action
None.

Fiscal Impact/Funding Source
This position was budgeted at Step 6. However, the fiscal impact is currently unknown and will depend on the step at which the new incumbent is hired. Because the Office Assistant classification falls within a lower salary range than the Marketing and Administrative Specialist, salary savings are anticipated. The position is not expected to be filled before June 1, 2025, which will result in at least seven months of salary savings, as the previous incumbent departed in early November 2024. While the department has brought on part-time extra help since December 2024 to assist, the associated costs are lower and do not significantly offset the anticipated savings.

Action for the Clerk
None.

COUNTY OF COLUSA, CA 4.1

Request For County Board of Supervisors Action

MEETING DATE:	**May 6, 2025**
DEPARTMENT:	**Clerk Recorder/Elections**
FROM:	**Ann Nordyke**
SUBJECT:	**Approve letter in Support of AB 1430 (Bennett) for Recorder Fee Stabilization.**

Approve letter in Support of AB 1430 (Bennett) for Recorder Fee Stabilization.

Detailed Description/Background of request

The legally established base fee for document recording and indexing every instrument, paper, or notice required or permitted by law was last adjusted in 2010. When established, the fee was intended as a fee for service to cover the cost of the recording function at no additional expense to a county's net county cost.

Recording fees have not been aligned to inflationary factors or the state's minimum wage increases, creating significant budget challenges for counties where support to maintain the recording function is now being augmented from county general funds and, thus competing with funding required for other essential public services.

Absent an adjustment, the ability to provide services, retain an adequate, trained workforce with extremely specialized knowledge, and maintain standards for timeliness and quality, assuring best practices, and knowledge of all legal standards are at risk. We have already cut staff directly resulting from the inadequate funding of the recorder function. Additionally, we are using trust funds that are limited and dwindling, to augment recorder functions. These funds should be used for Archival projects, as to not lose historic records that can never be replaced. In other counties, recorder's offices are decreasing hours available to the public, due to funding constraints. Constituents depend on timely real estate transactions, that additionally are added to the public record.

The County Recorder's Association of California is advancing AB 1430 (Bennett) for fee stabilization and is seeking the advocacy support from industry stakeholders and labor organizations who represent employees who serve the public in fulfilling document recording and real estate transaction services that are essential to California's economy and transparency and from other stakeholders from the mortgage and escrow fields.

The proposal adjusts 1st page base recording fee by $5 ($10 - $15) and increase aligns to a CPI analysis. It additionally increases the 2nd page fee by $1 ($3 - $4) It

would require the fees collected to be dedicated to, and solely utilized for, the county recorder's office, and prohibits the fees from exceeding the reasonable costs of the document recording function. The last impact would be amending Government Code 27361.4 sunset related to County Recorder Archive Program.

Prior Board Action
None

Fiscal Impact/Funding Source

Positive fiscal impact of the County General Fund
Action for the Clerk

Obtain signature and send to HBE for distribution, provide Cristy with signed copy

ATTACHMENTS:

- Support Ltr AB 1430 (DOC)
- AB1430 TEXT(PDF)

JOSE MERCED CORONA, DISTRICT I,
VICE-CHAIR
DAURICE K. SMITH, DISTRICT II,
CHAIR
KENT S. BOES, DISTRICT III,
RANDY WILSON, DISTRICT IV
JANICE A. BELL, DISTRICT V

COUNTY OF COLUSA
BOARD OF
SUPERVISORS
547 Market Street, Suite 102
Colusa, CA 95932
(530) 458-0508
Fax (530) 458-0510
boardclerk@countyofcolusaca.gov

May 6, 2025

Honorable Juan Carrillo
Chair, Assembly Committee on Local Government
1020 N Street, Room 157
Sacramento, CA 95814

RE: AB 1430 (BENNETT) County Recorders: fee for services – SUPPORT

Chair Carrillo and Members of the Committee on Local Government:

On behalf of Colusa County Board of Supervisors, I am writing in support for AB 1430 (Bennett), a bill related to County Recorder services. Our organization respectfully requests your support in stabilizing the statutory fee for document recording to ensure timely service to home buyers, sellers, and the real estate industry.

The legally established base fee for document recording and indexing every instrument, paper, or notice required or permitted by law was last adjusted in 2010. When established, the fee was intended to cover the cost of the recording function, with no additional expense to the county general fund. The base recording fee has not been aligned to inflationary factors or the state's minimum wage increases, creating significant budget challenges for counties.

Budgetary requirements to maintain the recording function are now being augmented by the county general funds, and, thus, competing with funding with other essential public services.

AB 1430 updates the fee a Count Recorder may charge for recording the first page of a document from $10 to $15 and additional pages from $3 to $4. These adjustments align with the Consumer Price Index. AB 1430 further requires fees collected to be dedicated to, and solely utilized for the county recorder's office and prohibits the fees from exceeding the reasonable costs of the document recording function.

Absent this adjustment, the ability to provide services, retain an adequate, trained workforce with extremely specialized knowledge, and maintain standards for timeliness and quality, assuring best practices, and knowledge of all legal standards are at risk. We have already cut 50% of our staff directly resulting from the inadequate funding of the recorder function. Additionally, we are using trust funds that are limited and dwindling, to augment recorder functions. These funds should be used for Archival projects, as to not lose historic records that can never be replaced. Small Counties also have a disproportionate overhead cost to maintain infrastructure costs, due to lesser recording volume. It is critical that our Constituents depend on timely real estate transactions that are added to the public record.

Attachment: Support Ltr AB 1430 [Revision 2] (10468 : Letter of Support for AB 1430)

The County of Colusa greatly appreciates Assembly member Bennett's leadership on this matter. For the reasons above, we respectfully urge an "Aye" vote on AB 1430.

Sincerely,

Daurice Smith
Colusa County Board Chair

cc: Assemblymember Aguiar-Curry
Senator Dahle
RCRC
CSAC

Attachment: Support Ltr AB 1430 [Revision 2] (10468 : Letter of Support for AB 1430)

AMENDED IN ASSEMBLY MARCH 17, 2025

CALIFORNIA LEGISLATURE—2025–26 REGULAR SESSION

ASSEMBLY BILL No. 1430

Introduced by Assembly Member Bennett

February 21, 2025

~~An act to amend Section 90 of the Streets and Highways Code, relating to transportation.~~ *An act to amend Section 27361 of, and to amend and repeal Section 27361.4 of, the Government Code, relating to local government.*

LEGISLATIVE COUNSEL'S DIGEST

AB 1430, as amended, Bennett. ~~Department of Transportation: state highways.~~ *County recorders: fees.*

Existing law establishes the office of county recorder and requires the county recorder to accept for recordation any instrument, paper, or notice that is authorized or required to be recorded, subject to the collection of specified fees. Existing law prohibits the fee for recording and indexing an instrument, paper, or notice from exceeding $10 for recording the first page and $3 for each additional page, which charges are to reimburse the county for the costs of services rendered. Existing law requires $1 of each $3 fee for each additional page to be deposited in the county general fund.

This bill would set the fee for recording and indexing at $15 for recording the first page and $4 for each additional page, but would prohibit the fees from exceeding the reasonable costs of the county recorder's office for providing these services. The bill would provide that these funds are to be dedicated to, and solely utilized for, the county recorder's office, as specified. The bill would delete the provision

Attachment: AB1430 TEXT (10468 : Letter of Support for AB 1430)

requiring $1 of each $3 fee for each additional page to be deposited in the county general fund.

Existing law specifies that $1 for recording the first page and $1 for each additional page shall be available solely to support, maintain, improve, and provide for the full operation for modernized creation, retention, and retrieval of information in each county's system of recorded documents.

This bill would increase the $1 amount for each additional page to $3.

Existing law authorizes the county board of supervisors to provide for an additional fee of $1 for each instrument, paper, or notice of record to order to defray the cost of converting the county recorder's document storage system to micrographics. Existing law, until January 1, 2026, authorizes the $1 fee to also be used for restoration and preservation of the county recorder's permanent archival microfilm, to implement and fund a county recorder archive program, or to implement and maintain or utilize a trusted system for the permanent preservation of recorded document images.

This bill would delete the January 1, 2026, repeal date, thereby making these provisions operative indefinitely. The bill would replace a reference to "archival microfilm" with "archival mediums" and would repeal related provisions. The bill would include related legislative findings concerning county recorder fees.

By imposing new duties on counties relative to recording fees, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

~~Existing law establishes the Department of Transportation and the California Transportation Commission and provides that the department has full possession and control of all state highways and all property and rights in property acquired for state highway purposes and authorizes and directs the department to lay out and construct all state highways between the termini designated by law and on the locations as determined by the commission.~~

~~This bill would make nonsubstantive changes to these provisions.~~

Attachment: AB1430 TEXT (10468 : Letter of Support for AB 1430)

Vote: majority. Appropriation: no. Fiscal committee: ~~no~~ *yes*. State-mandated local program: ~~no~~ *yes*.

The people of the State of California do enact as follows:

SECTION 1. (a) The Legislature finds and declares all of the following:

(1) The fee for recording and indexing every instrument, paper, or notice required or permitted by law at the county recorder's office was last adjusted in 2010.

(2) The county recorder is a fee-for-service department where fees charged are intended to cover the cost of services provided to the public at no additional expense to a county's net county cost.

(3) Recording fees have not been aligned to inflationary factors or the state's minimum wage increases, creating significant budget challenges for counties. Absent an adjustment, the ability to provide services to the public at the usual standard and to maintain standards for timeliness and quality are at risk.

(b) It is the intent of the Legislature to ensure the most effective and efficient process related to California's land title system both for the public and for county recorders by adjusting the base recording first and second page fees in alignment with inflationary factors to ensure effective and expeditious processing for real property records.

SEC. 2. Section 27361 of the Government Code is amended to read:

27361. (a) *(1)* The fee for recording and indexing every instrument, paper, or notice required or permitted by law to be recorded shall ~~not exceed ten dollars ($10)~~ *be fifteen dollars ($15)* for recording the first page and ~~three dollars ($3)~~ *four dollars ($4)* for each additional page, to reimburse the county for the costs of services rendered pursuant to this ~~subdivision, except the recorder may charge additional fees as follows:~~ *subdivision.*

(2) Notwithstanding paragraph (1), the fees imposed by paragraph (1) shall not exceed the reasonable costs of the county recorder's office for providing these services.

(b) In addition to the fees imposed by subdivision (a), the recorder may charge additional fees as follows:

Attachment: AB1430 TEXT (10468 : Letter of Support for AB 1430)

(1) If the printing on printed forms is spaced more than nine lines per vertical inch or more than 22 characters and spaces per inch measured horizontally for not less than three inches in one sentence, the recorder shall charge one dollar ($1) extra for each page or sheet on which printing appears, except, however, the extra charge shall not apply to printed words that are directive or explanatory in nature for completion of the form or on vital statistics forms. Fees collected under this paragraph are not subject to subdivision ~~(b) or~~ (c).

(2) If a page or sheet does not conform to the dimensions described in subdivision (a) of Section 27361.5, the recorder shall charge three dollars ($3) extra per page or sheet of the document. The funds generated by the extra charge authorized under this paragraph shall be available solely to support, maintain, improve, and provide for the full operation for modernized creation, retention, and retrieval of information in each county's system of recorded documents. Fees collected under this paragraph are not subject to subdivision ~~(b) or~~ (c).

~~(b) One dollar ($1) of each three dollar ($3) fee for each additional page shall be deposited in the county general fund.~~

(c) Notwithstanding Section 68085, one dollar ($1) for recording the first page and ~~one dollar ($1)~~ *three dollars ($3)* for each additional page shall be available solely to support, maintain, improve, and provide for the full operation for modernized creation, retention, and retrieval of information in each county's system of recorded documents.

(d) (1) In addition to all other fees authorized by this section, a county recorder may charge a fee of one dollar ($1) for recording the first page of every instrument, paper, or notice required or permitted by law to be recorded, as authorized by each county's board of supervisors. The funds generated by this fee shall be used only by the county recorder collecting the fee for the purpose of implementing a social security number truncation program pursuant to Article 3.5 (commencing with Section 27300).

(2) A county recorder shall not charge the fee described in paragraph (1) after December 31, 2017, unless the county recorder has received reauthorization by the county's board of supervisors. A county recorder shall not seek reauthorization of the fee by the board before June 1, 2017, or after December 31, 2017. In

Attachment: AB1430 TEXT (10468 : Letter of Support for AB 1430)

determining the additional period of authorization, the board shall consider the review described in paragraph (4).

(3) Notwithstanding paragraph (2), a county recorder who, pursuant to subdivision (c) of Section 27304, secures a revenue anticipation loan, or other outside source of funding, for the implementation of a social security number truncation program, may be authorized to charge the fee described in paragraph (1) for a period not to exceed the term of repayment of the loan or other outside source of funding.

(4) A county board of supervisors that authorizes the fee described in this subdivision shall require the county auditor to conduct two reviews to verify that the funds generated by this fee are used only for the purpose of the program, as described in Article 3.5 (commencing with Section 27300) and for conducting these reviews. The reviews shall state the progress of the county recorder in truncating recorded documents pursuant to subdivision (a) of Section 27301, and shall estimate any ongoing costs to the county recorder of complying with subdivisions (a) and (b) of Section 27301. The board shall require that the first review be completed not before June 1, 2012, or after December 31, 2013, and that the second review be completed not before June 1, 2017, or after December 31, 2017. The reviews shall adhere to generally accepted accounting standards, and the review results shall be made available to the public.

(e) Except as provided in subdivision (g) of Section 6103.8, the fee authorized by this section shall not be charged to those entities exempted from the payment of recording fees under Section 6103 or 27383.

(f) Unless otherwise specified, all fees collected pursuant to this section shall be dedicated to, and solely utilized for, the recorder's office.

SEC. 3. Section 27361.4 of the Government Code, as amended by Section 16 of Chapter 77 of the Statutes of 2021, is amended to read:

27361.4. (a) The board of supervisors of any county may provide for an additional fee of one dollar ($1) for filing every instrument, paper, or notice for record for any of the following purposes:

(1) To defray the cost of converting the county recorder's document storage system to micrographics and for restoration and

Attachment: AB1430 TEXT (10468 : Letter of Support for AB 1430)

preservation of the county recorder's permanent archival ~~microfilm.~~ *mediums.*

(2) To implement and fund a county recorder archive program as determined by the county recorder.

(3) To implement and maintain or utilize a trusted system, as defined by Section 12168.7, for the permanent preservation of recorded document images.

(b) The board of supervisors of any county may provide for an additional fee, other than the fees authorized in subdivisions (a) and (c), of one dollar ($1) for filing every instrument, paper, or notice for record provided that the resolution providing for the additional fee establishes the days of operation of the county recorder's offices as every business day except for legal holidays and those holidays designated as judicial holidays pursuant to Section 135 of the Code of Civil Procedure.

(c) The board of supervisors of any county may provide for an additional fee, other than the fees authorized in subdivisions (a) and (b), of one dollar ($1) for filing every instrument, paper, or notice for record provided that the resolution providing for the additional fee requires that the instrument, paper, or notice be indexed within two business days after the date of recordation.

(d) Except as provided in subdivision (g) of Section 6103.8, the fees authorized by this section shall not be charged to those entities exempted from the payment of recording fees under Section 6103 or 27383.

~~(e) This section shall remain in effect only until January 1, 2026, and as of that date is repealed.~~

SEC. 4. Section 27361.4 of the Government Code, as amended by Section 17 of Chapter 77 of the Statutes of 2021, is repealed.

~~27361.4. (a) The board of supervisors of any county may provide for an additional fee of one dollar ($1) for filing every instrument, paper, or notice for record, in order to defray the cost of converting the county recorder's document storage system to micrographics. Upon completion of the conversion and payment of the costs therefor, this additional fee shall no longer be imposed.~~

~~(b) The board of supervisors of any county may provide for an additional fee, other than the fees authorized in subdivisions (a) and (c), of one dollar ($1) for filing every instrument, paper, or notice for record provided that the resolution providing for the additional fee establishes the days of operation of the county~~

Attachment: AB1430 TEXT (10468 : Letter of Support for AB 1430)

~~recorder's offices as every business day except for legal holidays and those holidays designated as judicial holidays pursuant to Section 135 of the Code of Civil Procedure.~~

~~(c) The board of supervisors of any county may provide for an additional fee, other than the fees authorized in subdivisions (a) and (b), of one dollar ($1) for filing every instrument, paper, or notice for record provided that the resolution providing for the additional fee requires that the instrument, paper, or notice be indexed within two business days after the date of recordation.~~

~~(d) Except as provided in subdivision (g) of Section 6103.8, the fees authorized by this section shall not be charged to those entities exempted from the payment of recording fees under Section 6103 or 27383.~~

~~(e) This section shall become operative on January 1, 2026.~~

SEC. 5. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

~~SECTION 1. Section 90 of the Streets and Highways Code is amended to read:~~

~~90. The Department of Transportation shall have full possession and control of all state highways and all property and rights in property acquired for state highway purposes. The department is authorized and directed to lay out and construct all state highways between the termini designated by law and on the locations as determined by the California Transportation Commission.~~

O

Attachment: AB1430 TEXT (10468 : Letter of Support for AB 1430)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: May 6, 2025

DEPARTMENT: Purchasing and Procurement

FROM: Molly West

SUBJECT: Adopt a Resolution declaring vehicle as surplus property and authorize donation to the Ministerial Association of California Counties.

Adopt a Resolution declaring vehicle as surplus property and authorize donation to the Ministerial Association of California Counties.

Detailed Description/Background of request

The Department of Health and Human Services (DHHS) has a 2011 Ford XLT Van that they wish to donate. Donations of real or personal property to other public agencies or non-profits is authorized under the provisions of Government Code section 25372, provided the use of the donated item continues to serve a public purpose and need. This code section further authorizes the donating entity to place restrictions on the donated item.

The Senior Nutrition Program is being transitioned from DHHS to the Ministerial Association of California Counties (MACC). DHHS is requesting the Board donate the vehicle to MACC for that purpose. They are a qualifying agency under Government Code section 25372, and their proposed use will be for a public purpose and need. To ensure the vehicle continues to be used for qualifying purposes we have placed a restriction on the proposed resolution that should MACC decide at a later date to dispose of the vehicle it must be to another qualifying agency, or if not to a qualifying agency they must have the written consent of the Board of Supervisors.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Number resolution and obtain signatures.

ATTACHMENTS:

- Resolution_Vehicle Donation_MACC (DOCX)

RESOLUTION NO. 25-

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS DECLARING CERTAIN FIXED ASSETS AS SURPLUS PROPERTY AND AUTHORIZING DONATION

WHEREAS, Government Code section 25372 provides that the Board of Supervisors may, after declaring surplus, donate real or personal property to any public agency or organization exempt from taxation provided that said property shall be used for the public benefit;

WHEREAS, Government Code section 25372 further provides that the Board of Supervisors may impose terms and conditions on the property being donated;

WHEREAS, the Department of Health and Human Services no longer has need of a 2011 FORD XLT VAN, 1FMNE1BW0BDB20256, and desires to declare the item surplus and remove it from the County inventory of fixed assets;

WHEREAS, the Ministerial Association of California Counties (MACC), has need of this vehicle to assist them in delivering meals to homebound senior citizens within Colusa County; and

WHEREAS, MACC is an eligible agency to receive a donation from the County of Colusa.

NOW, THEREFORE BE IT RESOLVED, the Colusa County Board of Supervisors declares the 2011 FORD XLT VAN, 1FMNE1BW0BDB20256 surplus and authorizes its removal from the County inventory of fixed assets;

BE IT FURTHER RESOLVED, the Colusa County Board of Supervisors authorizes the transfer of the County's right, title and interest in the above-referenced vehicle to the Ministerial Association of California Counties for the purpose of delivering meals to homebound senior citizens within Colusa County, with the finding that MACC provides a benefit to the citizens of the County; and

BE IT FURTHER RESOLVED, that the Ministerial Association of California Counties is prohibited from selling or otherwise transferring the vehicle to any party, unless the other party is a special district or 501(c)(3) corporation, without the express written consent of the Board of Supervisors.

RESOLUTION PASSED AND ADOPTED this 6th day of May, 2025 by the following vote:

AYES:

NOES:

Attachment: Resolution_Vehicle Donation_MACC [Revision 3] (10454 : Approve Resolution Authorizing Donation of Fixed Asset)

ABSENT:

_____
Daurice Smith, Chair

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

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

By:_____
Patricia Rodriguez, Deputy Clerk

Attachment: Resolution_Vehicle Donation_MACC [Revision 3] (10454 : Approve Resolution Authorizing Donation of Fixed Asset)

COUNTY OF COLUSA, CA 5.2

Request For County Board of Supervisors Action

MEETING DATE:	**May 6, 2025**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Molly West**
SUBJECT:	**Pursuant to Section 5.2 of the Purchasing and Procurement Policy (Policy 401), waive the competitive bidding process on the finding that grant funds will be returned if not expended by June 30, 2025 and approve Purchase Order No. 71204162025 to purchase two trailers in the amount of $21,029.01 from Johnson for the Department of Health and Human Services Public Health Emergency Preparedness Program and authorize the Purchasing Agent to sign.**

Pursuant to Section 5.2 of the Purchasing and Procurement Policy (Policy 401), waive the competitive bidding process on the finding that grant funds will be returned if not expended by June 30, 2025 and approve Purchase Order No. 71204162025 to purchase two trailers in the amount of $21,029.01 from Johnson for the Department of Health and Human Services Public Health Emergency Preparedness Program and authorize the Purchasing Agent to sign.

Detailed Description/Background of request

The Department of Health and Human Services (DHHS) is requesting to purchase two trailers in the amount of $21,029.01 from Johnson for the Department of Health and Human Services Public Health Emergency Preparedness Program.

This purchase is not included in the County budget but approved by the California Department of Public Health (CDPH) budget. DHHS requests that the Board waive the competitive bidding process pursuant to Section 5.2 of the Purchasing and Procurement Policy (Policy 401). If this purchase is not approved, the grant funds will be returned to CDPH.

Johnson is one of the closer dealers and the only one able to install shelving. These trailers will allow Colusa County staff to store and transport emergency preparedness equipment and supplies. This trailer will be used to store ez ups, tables, clinic signs, chairs, etc. which are necessary to set up and carry out mass vaccination clinics and points of distribution. Having all equipment centralized, including sheltering supplies, will streamline set up and break down of clinics and minimize risk of injury to staff. Trailers were approved for purchase by the California Department of Public Health, Emergency Preparedness Office and are included in the approved CDPH Public Health Emergency Preparedness FY24-25 extension budget. These funds have to be expended and

submitted for reimbursement no later that June 30, 2025.

Prior Board Action
None.

Fiscal Impact/Funding Source
Funding provided by the CDPH Public Health Emergency Preparedness FY24-25 extension budget. No impact to the County General Fund.

Action for the Clerk
Please obtain signature of the Purchasing Agent and return the purchase order to Stacy Woods in Purchasing.

ATTACHMENTS:

- PO 71204162025 (PDF)

Colusa County Purchasing & Procurement
547 Market Street, Suite 110
Colusa, California 95932
Phone: 530-458-0437
Fax: 530-458-0435

Purchase Order No.
71204162025

PURCHASE ORDER

VENDOR	
NAME	Johnson
ADDRESS	38574 Kentucky Ave / PO Box 1237
	Woodland, CA 95776
PHONE	530.662.1788

REQUISITIONER ADDRESS	
NAME	Colusa County Purchasing & Procurement
ADDRESS	547 Market St Ste 110, Colusa, CA 95932
PHONE	530.458.0437

DELIVERY ADDRESS	
NAME	**Colusa County Purchasing**
Contact	**Molly West**
Address	**547 Market St Ste 110, Colusa, CA 95932**
PHONE	**530.458.0437** FAX

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
04.16.2025	Abigale Henderson			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	EA		Trailer - 2 Axle Cargo		$9,505.29
1	EA		Trailer - 2 Axle Cargo with Shelving		$10,041.77

SUBTOTAL	$19,547.06
CA Sales Tax .0875%	$1,389.79
Colusa Co. Sales Tax	$92.16
TOTAL	$21,029.01

BASED ON ATTACHED QUOTE #
C83722 / C83746

1. Please send two copies of your invoice
2. Enter this order in accordance with the prices, terms, delivery
3. Please notify us immediately if you are unable to ship as specified
4. Send all correspondence and billing to:

Stacy Woods
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Authorized by Date

Attachment: PO 71204162025 (10502 : Waive Competitive Bidding on Unbudgeted Asset)

JOHNSON

CUSTOMER ORDER

Order Number: **C83722**
Date: **3/21/2025**
Page: **1**

Remit to:
38574 Kentucky Ave.
P.O. Box 1237
Woodland, CA 95776
Phone 530-662-1788

Sold To	Ship To
Colusa County Health & Human Svcs 251 E. Webster St. Colusa CA 95932	Colusa County Health & Human Svcs 251 E. Webster St. Colusa CA 95932

Customer ID	Customer P.O.	Payment Terms	Freight Terms
COL05	HOLLY DUFF	Net 30	Freight billed

Sales Rep ID	Shipping Method	F.O.B.	Ship Date
MANUEL MARTINEZ	WILL CALL	ORIGIN	3/21/2025

Quantity					Unit	Extended
Ord	Shp	Bck	Part No	Description	Price	Price
1	0	0	WCFT84TA-16-RR-	TRAILER,2AXLE CARGO,7K,84x16FT,RR,WH Color: WHITE VIN: TBD FASTTRAC V-NOSE 7' x 16' CARGO 6" EXTRA HEIGHT (7' INTERIOR HT) WHITE EXTERIOR REAR RAMP DOOR 32" RV SIDE DOOR DOME LIGHT 24" FRONT STONE GUARD WHITE 0.03" ALUMINUM EXTERIOR ALUMINUM FENDERS 3/4" 3/4" DRYMAX 3/8" DRYMAX INSIDE WALLS TANDEM 4"DROP SPRING AXLES w/EL BKS SIDE VENTS 4 - D-RINGS	9,160.00	$9,160.00
1	0	0		DOC FEE	55.00	$55.00
1	0	0		REGISTRATION FEE	0.00	$0.00
5	0	0		CA TIRE FEE	1.75	$8.75
1	0	0		PTI CERT. OF TITLE FEE	0.00	$0.00
1	0	0	73243	PIN,SAFETY SNAP,1/4DIAx2-1/2 USABLE,ZIN	1.79	$1.79
1	0	0	73637	SNAP CLIP,3-1/8 LG,380 LB LIMIT,ZINC PLT	2.89	$2.89
1	0	0	MISC194K	MOUNT,SPARE,5on4.5,WALL MOUNT	54.95	$54.95
1	0	0	74107	TIRE&WHL,15IN SILSPK,5on4.5,205-75R15C	220.95	$220.95
4	0	0	74154	SCREW,#14x1-1/4,HEX WASHER HD,SELF D	0.24	$0.96

SUB TOTAL	$9,505.29
California State Sales Tax	$688.50
Colusa Co Sales Tax	$46.08
TOTAL ORDER AMOUNT	$10,239.87

RECEIVED BY: _____

Attachment: PO 71204162025 (10502 : Waive Competitive Bidding on Unbudgeted Asset)

CUSTOMER ORDER

JOHNSON

Remit to:
38574 Kentucky Ave.
P.O. Box 1237
Woodland, CA 95776
Phone 530-662-1788

Order Number: **C83746**
Date: **3/21/2025**
Page: 1

Sold To	Ship To
Colusa County Health & Human Svcs 251 E. Webster St. Colusa CA 95932	Colusa County Health & Human Svcs 251 E. Webster St. Colusa CA 95932

Customer ID	Customer P.O.	Payment Terms	Freight Terms
COL05	HOLLY DUFF	Net 30	Freight billed

Sales Rep ID	Shipping Method	F.O.B.	Ship Date
MANUEL MARTINEZ	WILL CALL	ORIGIN	3/21/2025

Quantity					Unit	Extended
Ord	Shp	Bck	Part No	Description	Price	Price
1	0	0	WCFT84TA-16-RR-	TRAILER,2AXLE CARGO,7K,84x16FT,RR,WH Color: WHITE VIN: TBD FASTTRAC V-NOSE 7' x 16' CARGO 6" EXTRA HEIGHT (7' INTERIOR HT) WHITE EXTERIOR REAR RAMP DOOR 32" RV SIDE DOOR DOME LIGHT 24" FRONT STONE GUARD WHITE 0.03" ALUMINUM EXTERIOR ALUMINUM FENDERS 3/4" 3/4" DRYMAX 3/8" DRYMAX INSIDE WALLS TANDEM 4"DROP SPRING AXLES w/EL BKS SIDE VENTS 4 - D-RINGS	9,160.00	$9,160.00
1	0	0		DOC FEE	55.00	$55.00
1	0	0		REGISTRATION FEE	0.00	$0.00
5	0	0		CA TIRE FEE	1.75	$8.75
1	0	0		PTI CERT. OF TITLE FEE	0.00	$0.00
1	0	0	73243	PIN,SAFETY SNAP,1/4DIAx2-1/2 USABLE,ZIN	1.79	$1.79
1	0	0	73637	SNAP CLIP,3-1/8 LG,380 LB LIMIT,ZINC PLT	2.89	$2.89
1	0	0	MISC194K	MOUNT,SPARE,5on4.5,WALL MOUNT	54.95	$54.95
1	0	0	74107	TIRE&WHL,15IN SILSPK,5on4.5,205-75R15C	220.95	$220.95
4	0	0	74154	SCREW,#14x1-1/4,HEX WASHER HD,SELF D	0.24	$0.96
32	0	0	SHTDRYMAX3/8	SHEET,DRYMAX,3/8THK	2.39	$76.48
1	0	0		BRACKETS AND MISC PARTS FOR SHELVES	100.00	$100.00
3	0	0		INSTALLATION OF SHELVES	120.00	$360.00

SUB TOTAL	$10,041.77
California State Sales Tax	$701.29
Colusa Co Sales Tax	$46.08
TOTAL ORDER AMOUNT	$10,789.14

RECEIVED BY: _____

Attachment: PO 71204162025 (10502 : Waive Competitive Bidding on Unbudgeted Asset)

COUNTY OF COLUSA, CA 5.3

Request For County Board of Supervisors Action

MEETING DATE:	**May 6, 2025**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Molly West**
SUBJECT:	**Approve contract with Meeder Public Funds, Inc. for management of treasury investments and authorize the Treasurer/Tax Collector to sign the documents**

Approve contract with **Meeder Public Funds, Inc.** for management of treasury investments and authorize the Treasurer/Tax Collector to sign the documents.

Detailed Description/Background of request

The Treasurer/Tax Collector (TTC) is requesting to enter into a contract with Meeder Public Funds, Inc. for management of treasury investments. This contract will provide numerous services to the TTC including: review of the investment policy, monitoring of cash flows, development of an investment plan, executing and managing trades on behalf of the County, consolidated reporting and a compliance monitoring system.

The Treasurer/Tax Collector met with two companies - Meeder Public Funds and Chandler Asset Management. After tutorials with both companies and reviewing their proposals, the Treasurer/Tax Collector and CAO recommend to proceed forward with Meeder Public Funds Inc. Meeder has over $155 billion in public fund assets while Chandler only has $36 billion. Additionally, Meeder's cost for services are approximately half of what Chandler charges.

The TTC requests approval of the contract with Meeder Public Funds, Inc. and authorization for the Treasurer/Tax Collector to sign the documents.

Prior Board Action

None.

Fiscal Impact/Funding Source

Cost of managing the portfolio will depend on amounts being managed, however based upon current portfolio of $208,380,000 would be approximately $118,000 annually. It is expected that this cost would be covered by the earnings on the portfolio.

Action for the Clerk

Please provide a contract number.

ATTACHMENTS:

- Meeder_Investment Management Agreement- Colusa County (PDF)
- US Bank_Fee Schedule_Meeder Contract (PDF)
- Meeder_Account Information - Colusa County (PDF)
- Meeder Presentation (PDF)

MEEDER

Investment Management Agreement

Meeder Public Funds

This Investment Management Agreement ("Agreement") is effective as of the date executed by and between Meeder Public Funds, Inc. ("Meeder"), its applicable affiliates, and the undersigned account owner ("Client").

1. **Investment Management Services**. Under this Agreement, Meeder provides discretionary investment management services for public entity clients in accordance with the terms of the applicable state investment code and investment policy.

2. **Appointment**. Client appoints Meeder as discretionary investment manager to manage the assets deposited in any account subject to the terms of this Agreement ("Account"). Meeder accepts the appointment as investment manager and shall invest, reinvest and manage the securities, cash and other assets of the Account subject to any Investment Policy Statement provided by Client. Meeder shall provide advice only with respect to assets in the Account and shall have no responsibility for the actions or non-actions of predecessor investment advisors or for the management of assets other than the assets allocated to the Account.

3. **Trading Authorization**. Client grants Meeder discretionary trading authority and appoints Meeder as agent and attorney-in-fact with respect to investments in the Account. Meeder may direct the purchase, sale, exchange, conversion, delivery or other acquisition or disposition of securities and other investments in the Account and act on behalf of Client in all other matters incidental to the handling of Account investments, all without prior consultation with Client.

4. **Custody**. Meeder will not assume physical custody of the Account or any portion of it. Client shall establish a custodial account with a qualified custodian ("Custodian"). Client will receive from the Custodian account statements and confirmations identifying assets and transactions in the Account. All transactions will be consummated by payment to, or delivery by, the Custodian of all cash, securities and other assets due to or from the Account. The Custodian shall be responsible for investing any daily cash balances in the Account and Meeder will not exercise discretion to select sweep vehicles for the Account.

5. **Investment Objectives and Restrictions**. Client may provide Meeder with an Investment Policy Statement or other written directions setting forth the investment objectives and any specific investment restrictions or limitations which govern the Account. Meeder shall be entitled to rely on such guidelines, objectives and restrictions relating to the Account as it may receive from Client. It is Client's responsibility to inform Meeder in writing of any changes or modifications to these directions, which shall be given ten days in advance of any such change.

6. **Brokerage**. Unless otherwise directed, Meeder will place trades for the Account through such brokers or dealers as it may select. When selecting brokers, Meeder's primary consideration will be the broker's ability to provide best execution of trades and Meeder may consider the quality and reliability of the brokerage services, trade price and commission, as well as research and other services provided by the broker-dealers.

7. **Trade Aggregation**. Meeder may aggregate trades for multiple clients when, in the adviser's judgment, aggregation is in the best interests of the clients involved. Orders are aggregated to facilitate best execution and allocate equitably among clients the effects of any market fluctuations that might have otherwise occurred had these orders been placed independently. Where it is not possible to obtain the same execution price for all securities purchased or sold on an aggregated basis, Meeder may allocate trades equitably among its clients using the average execution price.

Attachment: Meeder_Investment Management Agreement- Colusa County (10466 : Approve contract with Meeder Public Funds, Inc.)

8. **Fees.** For the services provided in accordance with this Agreement, Client will pay an investment advisory fee as indicated on Schedule A to this Agreement. Investment advisory fees do not include custody fees charged by Client's selected Custodian. Where Client has elected to have fees deducted, Client authorizes the Custodian to deduct fees from the Account and pay them to Meeder.

9. **Promoter Arrangements**. Meeder accepts Clients referred through unaffiliated third parties ("Promoters") and may pay cash compensation for the endorsement of Meeder's services, which provides the Promoter with an incentive to refer clients. Clients will not incur any additional fees for being referred to Meeder by a Promoter. Clients that engage Meeder as their investment adviser as a result of a referral by a Promoter will receive a written Promoter disclosure statement describing the nature and terms of the arrangement, including the amount payable to the Promoter.

10. **Local Government Investment Pools**. Where appropriate, Meeder may recommend the use of local government investment pools in which Meeder or one of its affiliates earn advisory and/or administration fees. Assets placed in these pools are not included among eligible assets when calculating the investment advisory fee. Because Meeder or its affiliates receive fees in connection with programs we sponsor or recommend, use of these programs presents a conflict of interest.

11. **Third-Party Payments.** Meeder or its affiliates receive compensation from unaffiliated third parties for endorsing or recommending certain financial products to its clients. This arrangement presents a conflict of interest because it provides Meeder with an incentive to solicit and secure participation in the program. Asset based advisory fees are not charged for assets invested in products that pay indirect compensation to Meeder.

12. **Proxy Voting.** Meeder does not accept or assume authority to vote proxies for its public fund clients. Clients will receive their proxies or other solicitations directly from their Custodian. Client agrees that Meeder will not advise or act for Client in any legal proceedings, including bankruptcies or class actions, involving securities held or previously held by the Account or the issuers of such securities.

13. **Electronic Delivery**. Client consents to electronic delivery of all documents from Meeder, including but not limited to a copy of the executed Agreement, statements, confirmations, Meeder's Form ADV Part 2 and amendments thereto, and other general communications delivered to Client's electronic mail address of record. Delivery of communications to Clients in this fashion will be deemed effective unless Meeder is notified otherwise. Client is responsible for maintaining an accurate and up to date email address and to ensure that Client at all times has the ability to receive communications directed in this manner.

14. **Confidentiality**. All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as otherwise required by law or as agreed to in writing by Client. Notwithstanding the foregoing, Client consents to the use of Client's name in sales and marketing material used by Meeder or its affiliates solely for the purpose of identifying the Client as an investment advisory client.

15. **Services to Other Clients**. Client understands that Meeder serves as investment adviser for other clients and will continue to do so. Client also understands that Meeder, its personnel and affiliates ("Affiliated Persons") may give advice or take action in performing their duties to other clients, or for their own accounts, that differ from advice given to or action taken for Client. Meeder is not obligated to buy, sell or recommend for Client any security or other investment that Meeder or its Affiliated Persons may buy, sell or recommend for any other client or their own accounts.

16. **Meeder's Representations**. Meeder represents that it is a registered investment adviser under the Investment Advisers Act of 1940.

17. **Client's Representations**. Client represents and acknowledges that: (i) Client is the sole owner of the Account assets and has full power and authority to enter into this Agreement and to commit the assets to Meeder's management and supervision; (ii) that the person signing this Agreement on behalf of Client is authorized and empowered to establish accounts and commit the assets to Meeder's management and supervision on the entity's

Attachment: Meeder_Investment Management Agreement- Colusa County (10466 : Approve contract with Meeder Public Funds, Inc.)

behalf; (iii) Client has received Meeder's current Form ADV, Part 2A and B; and (iv) Client has received a copy of Meeder's Privacy Policy.

18. **Term**. This Agreement may be terminated by either party for any or no reason upon delivery by first class U.S. mail, postage prepaid, or delivery by hand, of a written "Notice of Termination" to the other party at least thirty (30) days prior to the date of the intended early termination of this Agreement. Termination of this Agreement will not affect the status, obligations or liabilities of the parties to this Agreement that arose prior to such termination.

19. **Limitation of Liability**. Except for negligence, malfeasance or violation of applicable law, neither Meeder nor its officers, directors or employees shall be liable to Client for any action performed, or omitted to be performed, or for any errors of judgment in managing the Account. Nor shall Meeder be liable to Client for any act or failure to act by any other third party. The federal securities laws impose liabilities under certain circumstances on persons even when they act in good faith. Therefore, nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client may have under any federal or state securities laws.

20. **Assignment**. This Agreement may not be assigned by either party without the consent of the other party. Meeder will provide Client at least thirty (30) days prior written notice of any proposed assignment, and Client's consent will be presumed unless Client notifies Meeder otherwise in writing prior to the date of the assignment indicated on the notice.

21. **Amendment**. This Agreement may be amended by Meeder with thirty (30) days prior written notice to Client and may be amended immediately upon notice to the extent reasonably required to satisfy federal or state regulatory requirements.

22. **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any conflict or choice of law provisions of that State.

23. **Severability**. If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement will continue and remain in full force and effect.

24. **Affiliates**. To the extent necessary to carry out the terms of this Agreement, any named affiliate of Meeder shall be deemed to be a party to the Agreement for that purpose.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents to become effective as of the day and year first written above.

MEEDER PUBLIC FUNDS, Inc.	COLUSA COUNTY
BY	BY
TITLE	TITLE
SIGNATURE	SIGNATURE
DATE	DATE

Attachment: Meeder_Investment Management Agreement- Colusa County (10466 : Approve contract with Meeder Public Funds, Inc.)

MEEDER

Meeder Public Funds

Schedule of Fees

This schedule sets forth the standard annual investment advisory fee applicable to the Account under this Agreement. The schedule is tiered and each tier of assets under management will be assessed at the rate set forth in the schedule.

Discretionary Accounts	
Assets Under Management	**Annual Advisory Fee**
Up to $25,000,000	0.10%
$25,000,000 - $50,000,000	0.08%
$50,000,000 - $100,000,000	0.06%
Over $100,000,000	0.04%

Investment advisory fees are subject to a minimum fee of $15,000 per year. Fees are calculated and billed monthly in arrears based on the value of the securities, cash and other assets in the account at the end of the billing period. Unless otherwise agreed, fees are deducted directly from the Account. For clients who utilize Meeder's Preferred Custodian, fees may be credited an amount equal to the custodial fee up to a maximum annual credit of 0.01%. Meeder reserves the right to discontinue credits for custodial fees charged by the Preferred Custodian at any time and upon 30 days' notice in writing of the change to Client.

Attachment: Meeder_Investment Management Agreement- Colusa County (10466 : Approve contract with Meeder Public Funds, Inc.)

Fee Schedule for Clients of: Meeder Investment Management

Domestic Market Value Fees: 0.75 bps

Custody Services

■ Safekeeping of assets	■ Corporate action processing
■ Transaction settlement	■ Proxy distribution
■ Automated Cash Management (ACM) (Sweep)	■ Securities pricing
■ Online account access	■ Consolidated accounting & reporting

Itemized Fees

■ Domestic trades	■ Included
■ Mutual funds transactions	■ Included
■ Security holding fees	■ Included
■ Cash receipts and disbursements	■ Included

Service and Fee Assumptions

- The above description of custody services is provided for convenience only. For a complete description of services that USBNA expects to provide to the Account, see the Account's governing custody agreement. In the event of any inconsistency between the above description and such agreement, such agreement prevails with respect to the powers, rights, and duties of USBNA.
- Market value fees are calculated on the average daily balance and charged to the Account monthly.
- The Account does not hold plan or IRA assets.
- USBNA does not have discretion to invest the Account's assets and does not provide recommendations on acquiring, holding, disposing of, or exchanging such assets or selecting investment advisers or managers with respect thereto. The Investment Adviser has sole discretion to invest the Account's assets and is (i) registered as an investment adviser with the U.S. Securities and Exchange Commission or state securities agency where it has its principal place of business or (ii) acting in a fiduciary capacity under 12 CFR Part 9 or state law.
- The sweep vehicle designated for the Account is a fund sponsored by a USBNA affiliate or is a USBNA deposit.
- USBNA may amend this Fee Schedule by delivering an amended and restated Fee Schedule or another written notice to the Account's owner (the "Customer"). Such amendment will be effective thirty (30) calendar days after such delivery.
- The Customer acknowledges that the Customer (i) has received, read, and understands USBNA's Mutual Fund Compensation Disclosure and a fully-executed copy of the Account's governing custody agreement and (ii) may contact the Customer's Relationship Manager at USBNA regarding that disclosure and agreement, this Fee Schedule, and any transaction reflected on an Account statement.
- For global accounts, proxy out of pocket fees are assessed to the account at the then current rate.

The Client hereby executes this Fee Schedule as of this _____ day of _____, 20_____.

Client: Colusa County _____

By: _____
(Signature of Client's authorized signer)

_____
(Printed name of Client's authorized signer)

Its: _____
(Title of Client's authorized signer)

Attachment: US Bank_Fee Schedule_Meeder Contract (10466 : Approve contract with Meeder Public Funds, Inc.)

Custody Account Application — Institution — CIP Exempt

Please return the following: • Signed application • Copy of formation document (i.e., Inc. = articles of incorporation, non-profit = Form 990)
• Copy of government issued photo ID for authorized signers and beneficial owners (see page 3) • Signed fee schedule
• Transfer authorization form (if applicable)

Return to: ria.newaccounts@usbank.com

Please complete every section.

Account Owner Information

Entity Name: County of Colusa

Account title *(If different than name above)*:

Address *(Cannot be a PO Box)*: 547 Market St #111

Designated Agent *(Advisor Name)*: Meeder Investment Management

City, State, Zip: Colusa, CA 95932

Tax I.D.: 94-6000508

NAICS Code: 921110
www.census.gov/eos/www/naics
(To be used for disbursement authorization, see agreement section)

Phone number *(required)*: 530-458-0440

Are there other DBA or trade names used for the same legal entity? ☐ YES ■ NO
If YES, please provide names:

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership

Exempt payee code *(if any)*: 3
(see bottom of page 3 for code listing)

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)

■ Other (see instructions): Government

What is the ownership structure of the entity?

■ Majority Owned by Government *(Provide website address)*: https://www.countyofcolusaca.gov/

☐ Federally or State Regulated Domestic Financial Institution *(Provide regulator)*:

☐ Publicly Traded on a Domestic Exchange *(Provide Ticker Symbol)*:

1. Customer is a U.S. Citizen, U.S. Resident Alien or an entity principally registered in the U.S.: ■ YES ☐ NO
   If NO, please submit a W-8 BEN and state the Customer's country of residence or principal registration:
   (Note: If no is marked and a W-8 is provided the IRS section on pg. 5 does not apply)

2. Is the entity headquartered outside the United States? ☐ YES ■ NO If YES, what country is it located in:

3. Are there physical locations or business addresses for the entity outside the U.S. ☐ YES ■ NO
   If YES, list addresses:

Customer Background and Anticipated Activity

Information in this section is required to establish a baseline for account background and anticipated activity. This information is used primarily to detect suspicious activity. Your account activity is not bound to estimates provided.

1. Primary function of the Entity. ***(Provide specific information about the entity's business activites).***

Government

2. Purpose of the account. *(Please provide the reason the Customer is establishing the custody account).*

Hold Client Assets

3. Entity's annual revenue. ($) 25million

4. Entity's primary source of revenue. tax receipts

Attachment: US Bank_Fee Schedule_Meeder Contract (10466 : Approve contract with Meeder Public Funds, Inc.)

Customer Background and Anticipated Activity (cont.)

5. Entity's source of funds for initial and future funding (if any) *(Check all that apply)*:

☐ Group savings and/or investments ☐ Earnings from profession or business ☐ Sale of business ☐ Insurance proceeds
☐ Charitable donation or gifts ☐ Corporate assets or investments ■ Other: US Bank

6. From where will **initial funding** for this account originate *(Answer all that apply)*:

☐ Domestic predecessor bank trustee or custodian: name of institution _____
☐ Domestic predecessor broker/dealer custodian: name of institution _____
☐ Foreign predecessor bank or broker/dealer: name of institution _____
☐ Additional Investors _____
■ Initial funding - no existing assets held elsewhere
☐ Other _____

7. From where will **ongoing funding** for this account originate *(Answer all that apply)*:

☐ Domestic predecessor bank trustee or custodian: name of institution _____
☐ Domestic predecessor broker/dealer custodian: name of institution _____
☐ Foreign predecessor bank or broker/dealer: name of institution _____
☐ Additional Investors _____
■ Other US Bank

8. Method of initial and ongoing funding for this account to be transmitted by *(Check all that apply)*:

■ Wire transfer ■ Transfer from existing U.S. Bank Account ☐ Check(s) ☐ In-kind transfer from predecessor custodian or trustee
☐ Foreign wire transfer ☐ Other _____

9. Transactions

a) Anticipated number of cash transactions in and out of the account, per year: ☐ 0-10 ■ 11-50 ☐ 51-100 ☐ 100 +

b) Anticipated dollar range of cash transactions: ☐ $0-$5,000 ☐ $5,001- $10,000 ☐ $10,001- $20,000 ☐ $20,001- $50,000 ☐ $50,001- $100,000 ■ $100,001- $500,000 ■ $500,001+

c) Method of disbursements. Check all that apply. ■ Wire ☐ Check ■ ACH ☐ Transfer to another U.S. Bank account

d) Will any disbursements be sent outside the United States? ☐ YES ■ NO

If YES, please list countries:

10. Trading

a) Anticipated number of trades in and out of the account, per year: ☐ 0-10 ■ 11-50 ■ 51-100 ☐ 100 +

b) Anticipated dollar range of trade transactions: ☐ $0-$5,000 ☐ $5,001- $10,000 ☐ $10,001- $20,000 ☐ $20,001- $50,000 ☐ $50,001- $100,000 ■ $100,001- $500,000 ■ $500,001+

Tax Lot Methods

For the purpose of complying with Internal Revenue Service regulations requiring cost basis reporting, please select the tax lot selection method for the Account. *Bank recommends that Customer consult with Customer's tax advisor if Customer is unsure of the option that is best for them.*

☐ **Minimize Gain** - Shares are sold from tax lots having the highest per unit federal tax cost with a holding period of more than one year.
■ **First In First Out ("FIFO")** – Shares are sold from tax lots having the earliest federal tax acquisition date.
☐ **Last In First Out ("LIFO")** – Shares are sold from tax lots having the most recent federal tax acquisition date.
☐ **Highest Federal Cost First Out ("HIFO")** – Shares are sold from tax lots having the highest federal tax cost per share.
☐ **Lowest Federal Cost First Out ("LOFO")** – Shares are sold from tax lots having the lowest federal tax cost per share.
☐ **Specify Tax Lot** – Shares are sold from tax lots that you specify.
☐ **Average Federal Tax Cost** – Shares are sold across all tax lots using the average cost. If the Account holds investments for which this method is not permitted, the FIFO default method will be used, unless Bank is directed otherwise.
☐ **Maximize Gain** - Shares are sold from tax lots having the lowest per unit federal tax cost.

If Customer does not specify a particular tax lot or method above, Customer acknowledges that the FIFO method will be used. If Customer wishes to use a tax lot selection method that is different from what is selected above, on an individual investment or transaction basis, Customer may make that selection when executing the trade.

Attachment: US Bank_Fee Schedule_Meeder Contract (10466 : Approve contract with Meeder Public Funds, Inc.)

Shareholder Communications Act Election

Under the Shareholder Communications Act of 1985, as amended, Bank must try to permit direct communications between a company that issues a security held in the Account (the "Securities-Issuer") and any person who has or shared the power to vote, or the power to direct the voting of, that security (the "Voter"). Unless the Voter registers its objection with Bank, Bank must disclose the Voter's name, address, and securities positions held in the Account to the Securities-Issuer upon the Securities-Issuer's request ("Disclosure").

To the extent that Customer is the Voter, Customer hereby (i) acknowledges that failing to check one and only one line below will cause Customerto be deemed to have consented to Disclosure, and (ii) registers their:

■ Consent to Disclosure ☐ Objection to Disclosure

Sweep Designation

To the extent Bank has received no investment direction for cash, commonly referred to as uninvested cash, Bank will use such Assets to purchase the following (*check only one*):

☐ U.S. Bank Liquidity Plus (Bank List:IAS) CUSIP:
☐ U.S. Bank Non-Interest- Bearing Deposit
■ Other
■ First American Government Obligations Fund Class Z
☐ Other Mutual Fund's Ticker Symbol (Consult with Designated Agent to see what options may be available)

For terms, conditions, and disclosures relating to the end-of-day cash sweep options above, see the Agreement below.

If the foregoing does not designate one and only one sweep investment option (or there is (a) incomplete information in "Other", or (b) a sweep designation that the Designated Agent and Bank have not established as an option for your Account) then Customer is deemed to have designated the

U.S. Bank Liquidity Plus sweep.

The Designated Agent can change the sweep designation at any time by providing such direction to Bank. Changes to sweep designations may result in changes to account fees; consult the Fee Schedule and the Designated Agent for further information.

The following codes identify payees that are exempt from backup withholding:
1 – An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2 – The United States or any of its agencies or instrumentalities
3 – A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
4 – A foreign government or any of its political subdivisions, agencies, or instrumentalities
5 – A corporation
6 – A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
7 – A futures commission merchant registered with the Commodity Futures Trading Commission
8 – A real estate investment trust
9 – An entity registered at all times during the tax year under the Investment Company Act of 1940
10 – A common trust fund operated by a bank under section 584(a)
11 – A financial institution
12 – A middleman known in the investment community as a nominee or custodian
13 – A trust exempt from tax under section 664 or described in section 4947

Attachment: US Bank_Fee Schedule_Meeder Contract (10466 : Approve contract with Meeder Public Funds, Inc.)

Statements and Online Access

U.S. Bank offers online access to your account. Please provide the following information for those who require online access.

Bank will furnish each Statement Recipient with (i) an Account statement with the frequency designated below (or as subsequently agreed upon by Bank and Customer) within thirty (30) calendar days after the end of the reporting period and (ii) a final Account statement within thirty (30) calendar days after Bank has transferred all Assets from the Account as provided under this Agreement. Such Account statements will reflect Asset transactions during the reporting period and ending Asset holdings. To the extent Customer has established an account in Bank's on-line portal and granted access thereunder to Statement Recipients, Bank will furnish such Account statements by way of such system. If no frequency is so designated or agreed upon, Customer shall be deemed to have designated "Monthly". If Annually is the only frequency selected, client will also receive Quarterly statements.

Name	Cindy Dillard	Phone Number	530-458-0445
Address	547 Market St #111	City, State Zip	Colusa, CA 95932
Email	cdillard@countyofcolusaca.gov	Existing PIVOT ID	

Statement Frequency: ■ Monthly ☐ Quarterly ☐ Annually Delivery Method: ☐ Print ■ Online ☐ Print and Online

Name	Robert Zunino	Phone Number	530-458-0415
Address	546 Jay Street, Suite 202	City, State Zip	Colusa, CA 95932
Email	rzunino@countyofcolusaca.gov	Existing PIVOT ID	

Statement Frequency: ■ Monthly ☐ Quarterly ☐ Annually **Delivery Method:** ☐ Print ■ Online ☐ Print and Online

Name	Holly Gallagher	Phone Number	530-458-0408
Address	546 Jay Street, Suite 102	City, State Zip	Colusa, CA 95932
Email	hgallagher@countyofcolusaca.gov	Existing PIVOT ID	

Statement Frequency: ■ Monthly ☐ Quarterly ☐ Annually **Delivery Method:** ☐ Print ■ Online ☐ Print and Online

Attachment: US Bank_Fee Schedule_Meeder Contract (10466 : Approve contract with Meeder Public Funds, Inc.)

Authorized Signers

Authorized Individuals – Pursuant to Section 11 of the Custody Agreement, Customer hereby authorizes the following individuals to act on Customer's behalf.

Name/Title	Cindy Dillard, Treasurer	Signature	
Name/Title		Signature	
Name/Title		Signature	
Name/Title		Signature	

Agreement and Signature

By signing this Application, I hereby:

a) acknowledge receipt of a copy of this Application, and the Custody Agreement

b) acknowledge that the Custody Agreement is incorporated herein by reference

c) agree to the terms and conditions of this application and Custody Agreement

d) acknowledge that Non-deposit investment products are not insured by the FDIC, are not deposits or other obligations of or guaranteed by U.S. Bank National Association or its affiliates, and involve investment risks, including possible loss of the principal amount invested

e) agree to disclose to Bank if Customer is or becomes a "senior political figure, immediate family member or close associate of a senior political figure" (as defined below), during the duration of the Custody Agreement.

A "senior political figure" is a domestic or foreign senior official in the executive, legislative, administrative, military or judicial branches of a government (whether elected or not), a senior official of a major political party, or a senior executive of a government-owned corporation. In addition, a senior political figure includes any corporation, business, or other entity that has been formed by, or for the benefit of, a senior political figure.

- "Immediate family" of a domestic or foreign senior political figure typically includes the figure's parents, siblings, spouse, children, and in-laws.
- A "close associate" of a domestic or foreign senior political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior political figure, and includes a person who is in a position to conduct domestic and international financial transactions on behalf of the senior political figure..

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person; and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions.

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signer's Name (please print)		Signature	
Title (please print)	Trreasurer	Date	

To Be Completed By U.S. Bank

Signer's Name (please print)		Signature	
Title (please print)		Date	

Attachment: US Bank_Fee Schedule_Meeder Contract (10466 : Approve contract with Meeder Public Funds, Inc.)

This Custody Agreement (the "Agreement") is between the entity appearing as Customer on the Application above (the "Customer"), and U.S. Bank National Association, a national banking association organized under the laws of the United States with offices in Minneapolis, Minnesota ("Bank").

The parties hereby agree as follows:

SECTION 1: DEFINITIONS

1.1 "Account" means (i) the custody account established in the name of Customer and maintained under this Agreement for the Assets (as defined below) and (ii) where the context requires, one or more Sub-accounts (as defined below).

1.2 Accounting Standards" means Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820, Fair Value Measurement, or Governmental Accounting Standards Board (GASB) Codification Statement No. 72, *Fair Value Measurement and Application*.

1.3 "Assets" means the securities, cash, and other property Customer deposits, or causes to be deposited, from time to time under this Agreement; investments and reinvestments thereof; and income thereon, as provided herein.

1.4 "Cash-flow Analysis" means a periodic written analysis of Customer's cash-flow history, short-term financial needs, long-term financial needs, expected levels and timing of deposits, expected levels and timing of distributions, liquidity needs (including but not limited to the anticipated liquidity required to make distributions), ability to provide future funding, and other significant information which could affect cash-flow or the exercise of discretion to manage the Assets.

1.5 "CFR" means the Code of Federal Regulations.

1.6 "Client-controlled Asset" means an asset that is neither registered in the name of Bank or Bank's nominee nor maintained by Bank at a Depository (as defined below) or with a sub-custodian nor held by Bank in unregistered or bearer form or in such form as will pass title by delivery.

1.7 "Code" means the Internal Revenue Code of 1986, as amended.

1.8 "Depository" means any central securities depository (such as the DTC), international central securities depository (such as Euroclear Bank SA/NV), or Federal Reserve Bank.

1.9 "DTC" means the Depository Trust Company.

1.10 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

1.11 "Guidelines" means the written investment objectives, policies, strategies, and restrictions for the Account (or for any Sub-accounts therein), including but not limited to proxy-voting guidelines, as amended from time to time

1.12 "Harm" means claims, costs, damages, delayed payment or non-payment on Assets sold, expenses (including attorneys' and other professional fees), fines, interest, liabilities, losses, penalties, stockholders' assessments (asserted on account of asset registration), and taxes.

1.13 "Indemnified Person" means Bank and its affiliates, and their officers, directors, employees, agents, successors, and assigns.

1.14 "Investment Advice" means a recommendation, or a suggestion to engage in or refrain from taking a particular course of action, as to (i) the advisability of acquiring, holding, disposing of, or exchanging any Asset or any securities or other investment property or (ii) the Guidelines, the Cash-flow Analysis, the composition of the Account's portfolio, or the selection of persons to provide investment advice or investment management services with respect to the Assets.

1.15 "Investment Company Act" means the Investment Company Act of 1940, as amended.

1.16 "IRS" means the Internal Revenue Service.

1.17 "Legal Action" means any freeze order, garnishment, levy, restraining order, search warrant, subpoena, writ of attachment or execution, or similar order relating to the Account.

1.18 "Messaging System" means any financial-messaging system, network, or service acceptable to Bank, such as the Society for Worldwide Interbank Financial Telecommunication messaging system.

1.19 "Plan-assets Vehicle" means an investment contract, product, or entity that holds plan assets (as determined pursuant to ERISA Sections 3(42) and 401 and 29 CFR Section 2510.3-101).

1.20 "SEC" means the United States Securities and Exchange Commission.

1.21 "State" means the State of Minnesota.

1.22 "Statement Recipient" means Customer and anyone else Customer so designates.

1.23 "Sub-account" means a separate portion of the Account.

Attachment: US Bank_Fee Schedule_Meeder Contract (10466 : Approve contract with Meeder Public Funds, Inc.)

SECTION 2: APPOINTMENT AND ACCEPTANCE

2.1 Customer appoints Bank to provide custody services in connection with the Assets. Bank hereby agrees to hold the Assets in the Account, upon the terms and conditions set forth below.

2.2 Establishment of Account.

2.2.1 Customer hereby deposits Assets, or causes Assets to be deposited, with Bank.

2.2.2 Customer hereby represents, warrants, and covenants as follows, and Bank may resign immediately if Customer breaches of any such representation, warranty, or covenant:

2.2.2.1 Customer holds good and valid legal title to all Assets.

2.2.2.2 None of the Assets is (i) an asset of any "plan" as defined in ERISA Section 3(3); any "plan" as defined in Code Section 4975(e)(1); any Plan-assets Vehicle; or any plan or entity not otherwise within the foregoing definitions that is subject to similar restrictions under federal, state, or local law; (ii) subject to SEC Rule 15c3-3; U.S. Commodity Futures Trading Commission Rules 1.20, 22.5, or 30.7; or any similar rule or regulation; or (iii) subject to a public-deposits, public-funds, or other State law that would require Bank to set aside any direct government obligations, government-guaranteed obligations, surety bonds, letters of credit, or other assets as security, regardless of the type or amount of capital of Bank, the amount of public deposits held by Bank, or the extent to which the Assets are not insured by the Federal Deposit Insurance Corporation or exceed federal deposit insurance limits.

2.2.2.3 Customer is neither (i) an "investment company" that is subject to registration with the SEC under the Investment Company Act, (ii) an "investment company" that is not subject to such registration pursuant to Section 3(c) thereof, (iii) an insurer, nor (iv) a reinsurer.

2.2.2.4 Customer is not a trustee of, and has no duty to engage a trustee for, the Assets.

2.2.3 As directed by Customer, Bank will establish one (1) or more Sub-accounts and allocate Assets among Sub-accounts. Customer hereby covenants not to direct Bank to establish any Sub-account for the benefit of any entity having a different tax identification number than Customer and acknowledges that each Sub-Account will have the same tax identification number as Customer.

2.2.4 Bank will keep the Assets (other than deposits at Bank) separate and apart from the assets of Bank.

SECTION 3: BOOKS, RECORDS, AND ACCOUNTS

3.1 Bank shall maintain proper books of account and complete records of Assets and transactions in the Account.

3.2 On at least five business days advance written notice, Bank shall permit Customer and Customer's independent auditors to inspect during Bank's regular business hours any books of account and records of Assets and transactions in the Account.

SECTION 4: ASSET DELIVERY, TRANSFER, CUSTODY, AND SAFEKEEPING

4.1 Customer will from time to time deliver, or cause to be delivered, Assets to Bank. Bank shall receive and accept such Assets for the Account upon directions from Customer.

4.2 Customer has designated the frequency of Account statements in the Application.

4.3 Except to the extent that Customer and Bank have entered into a separate written agreement that expressly makes Bank an investment manager of the Assets, the Account statements described above (including their timing and form) serve as the sole written notification of any securities transactions effected by Bank for the Account. Even so, Customer has the right to demand that Bank provide written notification of such transactions pursuant to 12 CFR Sections 12.4(a) or (b) at no additional cost to Customer.

4.4 Bank shall forward to any person authorized under this Agreement to direct the purchase or sale of an Asset information Bank receives with respect to the Asset concerning voluntary corporate actions (such as proxies, redemptions, or tender offers) and mandatory corporate actions (such as class actions, mergers, stock dividends, or stock splits).

4.4.1 Notwithstanding anything herein to the contrary, Bank will, without providing notice, (i) cause Assets to participate in any mandatory exchange transaction that neither requires nor permits approval by the owner of the Assets and (ii) file any proof of claim received by Bank during the term of this Agreement regarding class-action litigation over a security held in the Account during the class-action period, regardless of any waiver, release, discharge, satisfaction, or other condition that might result from such a filing.

4.5 Upon receipt of directions from Customer, Bank shall return Assets to Customer, or deliver Assets to such location or third party as such directions may indicate, provided that in connection therewith it is the sole responsibility of Customer to provide any transfer documentation as may be required by the applicable Depository or third party recipient. Bank shall have no power or authority to assign, hypothecate, pledge or otherwise dispose of any Assets, except as provided herein or pursuant to such directions.

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SECTION 5: POWERS OF BANK

In the performance of its duties under this Agreement, Bank shall have the power to:

5.1 Make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any or all other instruments that may be necessary or appropriate to the proper discharge of its duties under this Agreement.

5.2 Hire service providers (including, but not limited to, attorneys, depositories, and sub-custodians) to assist Bank in exercising Bank's powers under this Agreement, including any service provider that is affiliated with Bank.

5.3 Perform other acts necessary to the proper discharge of its duties under this Agreement.

5.4 Hold Assets un-invested pending cash investment, distribution, resolution of a dispute, or for other operational reasons and to deposit the same in an interest-bearing or noninterest-bearing deposit account of Bank, notwithstanding any sweep direction for the Account or Bank's receipt of "float" income from such un-invested cash.

5.5 As directed by Customer, bring, defend, or settle lawsuits involving the Account or the Assets at the sole expense of the Account.

5.6 Withhold delivery or distribution of Assets that are the subject of a dispute pending final adjudication of the dispute by a court of competent jurisdiction.

5.7 Distribute Assets as set forth herein.

5.8 Safe-keep Assets as set forth herein.

5.9 Register any Asset in the name of Bank or Bank's nominee or to hold any Asset in unregistered or bearer form or in such form as will pass title by delivery, provided that Bank's records at all times show that all such assets are part of the Account.

5.10 Maintain Assets that are (i) book-entry securities at any Depository or with any sub-custodian and to permit such Assets to be registered in the name of Bank, Bank's nominee, the Depository, the Depository's nominee, the sub-custodian, or the sub-custodian's nominee and (ii) physical securities at Bank's office in the United States and in a safe place.

5.11 Collect all income, principal, and other distributions due and payable on Assets. If Customer directs Bank to search the DTC's Legal Notice System for notice that a particular Asset is in default or has refused payment after due demand, then Bank will conduct such a search and notify Customer of any such notice Bank finds therein.

5.12 Exchange foreign currency into and out of United States dollars through customary channels, including Bank's foreign exchange department.

5.13 Pledge the Account or any Asset as provided in any separate written control agreement among Customer, Bank, and any secured party identified therein.

5.14 Advance funds or securities in furtherance of settling securities transactions and other financial-market transactions under this Agreement.

SECTION 6: PURCHASES

6.1 Upon the receipt of directions from Customer, Bank shall settle Customer's purchases of securities on a contractual settlement basis. For the purposes of §9-206 of the Uniform Commercial Code, Customer acknowledges that its legal obligation to pay the purchase price to Bank for such purchases arises immediately at the time of the purchase. Customer hereby covenants and agrees that (i) it shall not instruct Bank to sell any Asset until such Asset has been fully paid for by Customer, and (ii) Customer shall not engage in any practice whereby Customer relies on the proceeds from the sale of an Asset to pay for the earlier purchase of the same Asset.

SECTION 7: SALES

7.1 Upon receipt of directions from Customer, Bank will deliver Assets held by it as Bank under this Agreement and sold by or for Customer against payment to Bank of the amount specified in such directions in accordance with the then current securities industry practices and in form satisfactory to Bank. Customer acknowledges that the current securities industry practice for physical securities is for physical delivery of such securities against later payment on delivery date. Bank agrees to use commercially reasonable efforts to obtain payment therefor during the same business day, but Customer confirms its sole assumption of all risks of payment for such deliveries. Bank assumes no responsibility for the risks of collectability of checks received for the Account.

SECTION 8: SETTLEMENTS

8.1 Bank shall provide Customer with settlement of all purchases and sales of Assets in accordance with Bank's instruction-deadline schedule provided that Bank has all the information necessary and the Account has all the Assets necessary to complete the transaction.

Attachment: US Bank_Fee Schedule_Meeder Contract (10466 : Approve contract with Meeder Public Funds, Inc.)

8.2 To avoid a deficiency in the Account, if the Account does not have sufficient funds to pay for an Asset, Customer covenants and agrees that (i) it shall not initiate any trade without sufficient Assets to settle such trade, and (ii) Customer shall not notify any third party that Bank will settle the purchase of an Asset. Customer covenants and agrees that it will not allow or direct anyone else to act contrary to (i) and (ii) above.

8.3 Bank shall not be liable or responsible for or on account of any act, omission, default, or insolvency of any broker, bank, trust company, person, or other agent designated by Customer to purchase or sell securities for the Account.

SECTION 9: VALUATION; CLIENT-CONTROLLED ASSETS

9.1 For purposes of reporting the value of an Asset on an Account statement:

9.1.1 Bank will report a value that is (i) provided to Bank by a third-party pricing vendor or (ii) readily determinable on an established market, if such value is available to Bank when preparing the statement.

9.1.2 If such value is unavailable, Customer will, upon Bank's request, direct Bank as to the value; Bank will then report such value. Absent such a direction, Bank will report the most recent value that Bank received from the Asset's broker, fund accountant, general partner, issuer, investment manager, transfer agent, or other service provider (commonly known as a pass-through price).

9.1.2.1 To the extent the value of an Asset is so reported, Customer hereby represents and warrants as follows: (i) Customer received, read, and understood any governing documents (such as a limited liability company agreement, limited partnership agreement, trust agreement, or declaration of trust), offering documents (such as a fact sheet, offering circular, offering memorandum, private placement memorandum, prospectus, or summary description), and subscription documents (such as an adoption agreement or subscription agreement) for the Asset; understands the Asset's eligibility requirements, fees and expenses, transfer and withdrawal limitations, type, category, issuer, objectives, principal strategies and risks, current underlying investments, and the identity of the Asset's administrator, investment advisor, auditor, and other service providers (and any affiliations among them) and the services they provide, respectively, to the Asset and the compensation they receive therefor.
(ii) Such value reflects such documents, investment-related information, service-provider information, and fee-and-expense information.

9.1.2.2 Customer covenants and agrees that it will under no circumstances provide Bank with a security issued by Customer or Customer's affiliates, or direct Bank to purchase a security issued by Customer or Customer's affiliates, unless the value of such security is readily determinable on an established market.

9.1.3 Customer hereby acknowledges that Bank is performing a routine, ministerial, non-discretionary valuation function; that the reported value might be neither fair market value nor fair value (under Accounting Standards or applicable law); and that the reported value is not a substitute for (i) investigating the Asset's value in connection with a decision to acquire, hold, dispose of, or exchange any securities or other investment property; (ii) obtaining and ensuring the reliability of an independent third-party appraisal with respect to such a decision; or (iii) obtaining Investment Advice.

9.1.4 Upon Customer's request, Bank will provide Customer with information about Bank's pricing sources and methodologies.

9.2 Customer may direct Bank from time to time to include in the Account statements specific Client-controlled Assets that are registered in the name of Customer. In such a case, Bank has the right to exclude such assets from the Account statements or to include them with a notation about control. To the extent Bank includes them, Customer hereby acknowledges that:

9.2.1 Customer is responsible for reviewing (i) the Account statements to ensure that they include notations about the control of each such asset and (ii) any third-party reports made accessible by Bank to ensure that they do not inaccurately identify the holder of any such assets;

9.2.2 Bank is not responsible for performing any duties under this Agreement (other than statement-reporting duties, as limited herein) with respect to such assets, and Customer assumes all such duties.

9.2.3 When furnishing Account statements or making third-party reports accessible, Bank may rely on information provided by Customer or by Customer's agents, affiliates, or representatives with respect to such assets (including, but not limited to, information on the units, value, or marketability of such assets) without questioning the information. To that end, Customer will cause each holder of such assets to provide Bank with a copy of such holder's periodic Customer account statements with respect to such assets.

9.2.4 Such assets are subject to the Fee Schedule between Customer and Bank.

SECTION 10: LIMITATIONS ON DUTIES

10.1 Customer hereby acknowledges that Bank does not provide any services under this Agreement (i) in a "fiduciary capacity" within the meaning of 12 CFR Section 9.2(e) or (ii) as a "fiduciary" as such term may be defined in State law or otherwise.

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10.2 The duties of Bank will be strictly limited to those set forth in this Agreement, and no implied covenants, duties, responsibilities, representations, warranties, or obligations shall be read into this Agreement against Bank. Without limiting the generality of the foregoing, Bank shall have no duty to:

10.2.1 Evaluate or to advise anyone of the prudence, suitability, or propriety of action or proposed action of Customer in any particular transaction involving an Asset or the suitability or propriety of retaining any particular investment as an Asset; review, question, approve, or make inquiries as to any investment directions received under this Agreement; or review the securities or other property held in the Account with respect to prudence or diversification.

10.2.2 Act as trustee of the Assets.

10.2.3 Act as custodian of any assets other than the Assets.

10.2.4 Act as investment manager of the Assets, except to the extent the Assets are subject to Bank's discretion to manage under a separate written investment-management agreement (if any).

10.2.5 Provide Investment Advice.

10.2.6 Determine, monitor, or collect any contributions to the Account or monitor compliance with any applicable funding requirements.

10.2.7 Inspect, review, or examine any Client-controlled Asset or governing, offering, subscription, or similar document with respect thereto, to determine whether the asset or document is authentic, genuine, enforceable, properly signed, appropriate for the represented purpose, is what it purports to be on its face, or for any other purpose, or to execute such document, regardless of whether Bank has physical possession of such asset or document.

10.2.8 (i) Collect any income, principal, or other distribution due and payable on an Asset if the Asset is in default or if payment is refused after due demand or (ii) except as expressly provided herein, to notify Customer in the event of such default or refusal.

10.2.9 Provide notice of, or forward, mini-tenders (which are tender offers for less than 5% of an outstanding equity or debt issue) for any equity issue or, if any of the following is true, for any debt issue: The debt is not registered with the SEC. The debt issue has a "first received, first buy" basis with no withdrawal privilege and includes a guarantee of delivery clause. Or, the tender offer includes the statement that "the purchase price includes all accrued interest on the note and has been determined in the sole discretion of the buyer and may be more than or less than the fair market value of the notes" or similar language.

10.2.10 Question whether any direction received under this Agreement is prudent or contrary to applicable law; to solicit or confirm directions; or to question whether any direction received under this Agreement by email or Messaging System, or entered into Customer's account in Bank's on-line portal, is unreliable or has been compromised, such as by identity theft.

10.2.11 Calculate, withhold, prepare, sign, disclose, file, report, remit, or furnish to any taxing authority or any taxpayer any federal, state, or local taxes, tax returns, or information returns that may be required to be calculated, withheld, prepared, signed, disclosed, filed, reported, remitted, or furnished with respect to the Assets or the Account, except to the extent such duties are required by law to be performed only by Bank in its capacity as custodian under this Agreement or are expressly set forth herein.

10.2.12 Monitor agents hired by Customer.

10.2.13 Maintain or defend any legal proceeding in the absence of indemnification, to Bank's satisfaction, against all expenses and liabilities which it may sustain by reason thereof.

10.2.14 Advance funds or securities or otherwise expend or risk its own funds or incur its own liability in the exercise of its powers or rights or performance of its duties under this Agreement.

SECTION 11: AUTHORIZED PERSONS; DELIVERY OF DIRECTIONS

11.1. Customer has identified the "Designated Agent", who is authorized to act on Customer's behalf, on the Application. Customer has also identified each employee of Customer who is authorized to act on Customer's behalf, by providing such information on the Application. After the execution of this Agreement, Customer may add employees who are authorized to act on Customer's behalf by notifying Bank of the identity thereof on a form provided by Bank. Customer shall provide to bank in writing any limits on the Designated Agent's authority or any additional agent's authority to act on Customer's behalf hereunder. Absent any such limits to the contrary, the Designated Agent and any additional agent is authorized to exercise any right and fulfill any duty of Customer hereunder, including, but not limited to, any authority to direct Bank. Customer consents to Bank providing any agent access to customer account information and other confidential information relating to Customer upon such agent's request. For the avoidance of doubt, any agent shall have the right to self-impose more restrictive limitations on their authority than what Customer has authorized, for regulatory purposes or otherwise, by providing such additional self-imposed limitations to Bank in writing and Bank's written confirmation of acceptance of such limitations. In no event is any agent authorized to amend the Agreement or terminate the Agreement.

Attachment: US Bank_Fee Schedule_Meeder Contract (10466 : Approve contract with Meeder Public Funds, Inc.)

11.2 In the event that the Designated Agent sends an invoice to Bank and instructs Bank to have the Account pay the invoice, Customer directs Bank to pay any such invoice as presented. Bank is hereby protected and shall incur no liability for acting on such direction and Bank shall have no duty or obligation to establish or investigate whether such invoice was limited to the payment of adviser fees (as agreed between Customer and the Designated Agent or otherwise) or for other purposes.

11.3 Bank may assume that any such employee or agent continues to be so authorized, until Bank receives notice to the contrary from Customer.

11.4. Customer hereby represents and warrants that any such employee or agent is duly appointed and is appropriately monitored and covenants that Customer will furnish such employee or agent with a copy of this Agreement, as amended from time to time, and with a copy of any communications given under this Agreement to Customer. Customer hereby acknowledges that (i) such employee's or any agent's actions or omissions are binding upon Customer as if Customer had taken such actions or made such omissions itself and (ii) Bank is indemnified, released, and held harmless accordingly.

11.5 Any direction, notice, or other communication provided for in this Agreement will be given in writing and (i) unless the recipient has timely delivered a superseding address under this Agreement, addressed as provided under this Agreement, (ii) entered into Customer's account in Bank's on-line portal, or (iii) sent to Bank by Messaging System.

11.6 Any direction received under this Agreement by email or Messaging System, entered into Customer's account in Bank's on-line portal, or confirmed by phone as provided below, is deemed to be given in a writing signed by the sender. Customer hereby represents and warrants that Customer maintains commercially reasonable security measures for preventing unauthorized access to its phone designated in the Application, to its portal account; to the email accounts of its agents, and agents' employees; and to any Messaging System used by its agents, and agents' employees, and Customer hereby assumes all risk to the Account of such unauthorized access. Customer hereby acknowledges that Customer is fully informed of the protections and risks associated with the various methods of transmitting directions to Bank and that there may be more secure methods of transmitting directions than the methods selected by Customer and Customer's agents.

11.7 In the event that the Designated Agent directs Bank to send data elements listed under the U.S. Bank Information Security Policy as U.S. Bank Customer Confidential Data Elements and other regulatory protected data (collectively, "Protected Data") using something other than Bank's own secure encryption transmission mechanism ("Bank Encryption"), Customer agrees that (a) Bank has no responsibility or liability for questioning, evaluating, or monitoring any vendor, software, or process utilized by the Designated Agent to send Protected Data, (b) any substitute for Bank Encryption that the Designated Agent directs Bank to use is deemed to be at least as protective as Bank Encryption regardless of the vendor, service, or process used, and (c) Bank is fully released, held harmless, and indemnified by Customer in all aspects relating to any direction from the Designated Agent to communicate information about the Account without using Bank Encryption.

11.8 Customer acknowledges that, in certain circumstances, Bank may need or elect to contact Customer via phone to confirm an instruction relating to the Account. In such circumstances, Customer understands that Bank will use the phone number designated in the Application and Customer expressly authorizes the Bank to act on any confirmation or instruction provided by the individual with such telephone number. In the event that Customer wishes to add additional phone contacts who are authorized relating to the Account, Customer shall contact Bank for its then-current authorization form for such purposes. Customer understands that Bank shall not be liable for any act taken upon an oral instruction received by Bank when Bank has called such number.

SECTION 12: FEES AND EXPENSES

12.1 Customer shall pay Bank compensation for providing services under this Agreement as agreed between Bank and Customer. Bank may also receive compensation from certain mutual funds as outlined in the Mutual Fund Compensation Disclosure.

12.2 Customer shall reimburse Bank for expenses, fees, costs, and other charges incurred by Bank in providing services under this Agreement (including, but not limited to, compensation, expenses, fees, costs, and other charges payable to service providers hired under this Agreement).

12.3 To the extent of (i) any outstanding compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement or (ii) Customer's other indebtedness to Bank, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time.

12.4 To the extent of any advance of funds or securities under this Agreement, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time. Furthermore, nothing in this Agreement constitutes a waiver of any of Bank's rights as a securities intermediary under Uniform Commercial Code §9-206.

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SECTION 13: RELEASE

13.1 No party is liable for any delay or failure in performing its obligations under this Agreement caused by wars (whether declared or not and including existing wars), revolutions, insurrections, riots, civil commotion, acts of God, accidents, fires, explosions; stoppages of labor, strikes, or other differences with employees (other than Bank's disputes with its employees); laws, regulations, orders, or other acts of any governmental authority; or any other circumstances beyond its reasonable control. Nor will any such failure or delay give any party the right to terminate this Agreement.

13.2 To the extent permitted by law, Customer shall be solely liable for its own actions that result in any obligation, loss, claim, and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without Limitation, expenses, penalties, and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, the establishment hereunder of the Account, the acceptance of the Assets deposited therein and the acquisition of any Assets to be purchased hereunder, the retention of such Assets or the proceeds thereof, and any sale, transfer or other application of Assets by Bank in accordance with directions received from Customer, provided, however, that Customer shall not indemnify the Bank for any Losses arising out of this Agreement, and Customer shall not be liable to Bank for Losses arising our of or resulting from Bank's own willful or negligent conduct. The liability arising under this Section shall survive the termination of this Agreement.

SECTION 14: TERMINATION

14.1 This Agreement terminates upon the effective date of Bank's resignation or removal under this Agreement.

14.2 Bank may resign under this Agreement by notice to Customer. Customer may remove Bank under this Agreement by notice to Bank. The resignation or removal shall be effective thirty (30) calendar days after delivery of the notice, except to the extent the parties agree in writing to a different effective date. By such effective date, Customer shall appoint a new custodian and notify Bank of the appointment. If Customer fails to do so, Bank shall have the right to petition a court at Account expense for appointment of a new custodian. Upon receiving notice of such appointment, Bank will transfer Assets to the new custodian as directed by Customer or the court, as the case may be. However, Bank shall not be required to transfer any Assets until Bank has received payment or reimbursement for all (a) compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement and (b) funds or securities advanced under this Agreement.

SECTION 15: MISCELLANEOUS

15.1 Freedom to Deal with Third Parties. Bank is free to render services to others, whether similar to those services rendered under this Agreement or of a different nature.

15.2 Binding Obligations. Customer and Bank each represent and warrant that (i) it has the power and authority to transact the business in which it is engaged and to execute, deliver, and perform this Agreement and has taken all action necessary to execute, deliver, and perform this Agreement and (ii) this Agreement constitutes its legal, valid, and binding obligation enforceable according to the terms hereof.

15.3 Complete Agreement; Amendment.

15.3.1 Complete Agreement. This Agreement contains a complete statement of all the arrangements between the parties with respect to its subject matter and supersedes any existing agreements between them concerning the subject.

15.3.2 Amendment. This Agreement may be amended at any time, in whole or in part, by a written instrument signed by Customer and Bank. Notwithstanding the foregoing, if the terms of the Fee Schedule between Customer and Bank set forth a method for amending such exhibit, then such terms alone govern amendments thereto.

15.3. Control Agreements. If Customer requests that Bank execute a "control agreement" (or similarly titled agreement) with a third-party which pledges, hypothecates, or assigns rights in the Assets to that third-party and involves obligations of Bank to that third-party (which may be affiliates of Bank or Bank's lending divisions), then the terms and requirements of such agreement concerning such Assets shall supersede and control the provisions of this Agreement. Notwithstanding the foregoing, nothing in such Agreement shall be deemed to alter Bank's rights under Section 12.4 of this Agreement.

15.4 Governing Law; Venue. This Agreement will be governed, enforced, and interpreted according to the laws of the State without regard to conflicts of laws, except where pre-empted by federal law. All legal actions or other proceedings directly or indirectly relating to this Agreement will be brought in federal court (or, if unavailable, state court) sitting in the State. The parties submit to the jurisdiction of any such court in any such action or proceeding and waive any immunity from suit in such court or execution, attachment (whether before or after judgment), or other legal process in or by such court. To the extent that Bank or Customer may be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (whether before or after judgment) or other legal process, each hereby irrevocably agrees not to claim, and hereby waives, such immunity.

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15.5 Successors and Assigns.

15.5.1 This Agreement binds, and inures to the benefit of, Customer, Bank, and their respective successors and assigns.

15.5.2 No party may assign any of its rights under this Agreement without the consent of the other party, which consent will not be unreasonably withheld. Customer hereby acknowledges that Bank will withhold consent unless and until Bank verifies an assignee's identity according to Bank's Customer Identification Program and, to that end, Customer hereby agrees to notify Bank of such assignment and provide Bank with the assignee's name, physical address, EIN, organizational documents, certificate of good standing, and license to do business, as well as other information that Bank may request. No consent is required if a party merges with, consolidates with, or sells substantially all of its assets to another entity, provided that such other entity assumes without delay, qualification, or limitation all obligations of that party under this Agreement by operation of law or by contract.

15.6 Severability. The provisions of this Agreement are severable. The invalidity of a provision herein will not affect the validity of any other provision.

15.7 No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the parties. No person other than such parties has any rights or remedies under this Agreement.

15.8 Solvency. Customer hereby represents and warrants that Customer is neither insolvent nor subject to any pending bankruptcy proceeding. Customer will promptly notify Bank of any such insolvency or proceeding.

15.9 Tax-Lot Selection Method. Customer has made its designation in the Application.

15.10 Shareholder Communications Act Election. Customer has made its election in the Application.

15.11 Abandoned Property. Bank will escheat Assets pursuant to the applicable state's abandoned property, escheat, or similar law, and Bank shall be held harmless therefrom. The provisions of this Section shall survive the termination of this Agreement.

15.12 Legal Advice. Customer hereby acknowledges that it (i) did not receive legal advice from Bank concerning this Agreement, (ii) had an adequate opportunity to consult an attorney of its choice before executing this Agreement, and (iii) executed this Agreement upon its own judgment and, if sought, the advice of such attorney.

15.13 Waiver of Jury Trial. Each party hereby irrevocably waives all right to a trial by jury in any action, proceeding, claim, or counterclaim (whether based on contract, tort, or otherwise) directly or indirectly arising out of or relating to this Agreement.

15.14 Legal Action. If Bank is served with a Legal Action, then Bank will, to the extent permitted by law, use commercially reasonable efforts to notify Customer of such service. Customer will reimburse Bank for any expenses, fees, costs, or other charges incurred by Bank in responding to the Legal Action, including, but not limited to, any fees charged by an attorney of Bank's choice. If Customer notifies Bank that Customer is seeking a protective order to resist the Legal Action, then Bank will provide reasonable cooperation at Customer's request and sole cost and expense. In any event, Bank may comply with the Legal Action at any time, except to the extent Bank has received a protective order that prevents Bank from complying. Any Legal Action is subject to Bank's right of setoff and Bank's security interest in the Account. Bank may assess a service fee against the Account for any Legal Action served on Bank regardless of whether the process is subsequently revoked, vacated, or released. Unless expressly prohibited by law, Bank will set off or enforce Bank's security interest against the Account for such fee prior to Bank's honoring the Legal Action. Bank will not be liable to Customer if an attachment, a hold, or the payment of Bank's fee from the Account leaves insufficient funds or results in the sale of Assets.

15.15 Interpleader. With respect to Assets that are the subject of a dispute, Bank may file an interpleader action or other petition with a court of competent jurisdiction for directions with respect to the dispute. Customer will reimburse Bank for any expenses, fees, costs, or other charges incurred by Bank in filing such petition and implementing such directions, including, but not limited to, any fees charged by an attorney of Bank's choice. Before disbursing Assets pursuant to such directions, Bank will deduct therefrom an amount in payment or reimbursement for all (i) compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement and (ii) funds or securities advanced under this Agreement.

15.16 Representations and Warranties. Customer hereby covenants that, if any of the representations or warranties that it provides in this Agreement becomes inaccurate or incomplete, it will promptly notify Bank thereof and of any fact, omission, event, or change of circumstances related thereto.

15.17 Publicity. No party will disclose the existence of this Agreement or any terms thereof in advertising, promotional, or marketing materials without obtaining, in each case, the prior written consent of each other party.

15.18 Counterparts and Duplicates. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. This Agreement and any administrative form under this Agreement may be proved either by a signed original or by a reproduced copy thereof (including, not by way of limitation, a microfiche copy or an electronic file copy).

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15.19 Effective Date. This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

SECTION 16: PATRIOT ACT

16.1 By signing above, Customer acknowledges that they have received the following important information:

16.2 To help the United States fight the funding of terrorism and money laundering activities, U.S. law requires U.S. Bancorp, like other financial institutions, to obtain, verify, and record information that identifies each customer that opens an account.

16.3 When you open an account with us, we will ask for your legal name, address, date of birth, tax identification number, and other identifying information that will assist us with identifying you. We may also ask to see your photo identification (driver's license) or other identifying documents.

SECTION 17: Executing Broker Referral

17.1 Bank has created a broker-dealer referral network with various independent broker-dealers. Pursuant to separate agreements between Bank and each broker, Bank has agreed to introduce these brokers to independent registered investment advisers whose clients have, or may have in the future, custody accounts with Bank and who may wish to engage a broker to execute trades and effect securities transactions for its clients' custody accounts. Bank will receive compensation from the relevant broker in connection with such referrals.

17.2 To the extent that transactions for your account are executed by a broker-dealer that participates in Bank's broker-dealer referral network, Bank will receive a referral fee from such broker as described in more detail below:

17.3 **Broker**: Jones Trading
Referral fee payable to U.S. Bank: 50% of the brokerage fees generated by transactions executed on behalf of your account.

17.4 Bank's introduction of independent registered investment advisers to broker is not a recommendation of such broker or its services or in any way an endorsement of such broker or its services. Bank's introduction is based solely upon the broker's agreement to pay the referral fees noted above and Bank's determination that Bank can interface with the broker to provide custody services to the independent registered investment adviser's clients.

17.5 Bank is not affiliated in any manner with any broker that participates in Bank's broker-dealer referral network other than the relationship created by the referral agreement between them.

17.6 For more information regarding the referral arrangement, a current list of broker-dealers that participate in the Bank referral network, and the compensation that Bank expects to receive therefor, please contact your Account's customer service manager.

SECTION 18: FOREIGN ASSETS; FOREIGN CURRENCY EXCHANGE TRANSACTIONS

18.1 Customer hereby directs Bank to convert into U.S. Dollars any entitlement payments received by the Account with respect to foreign securities (such as corporate actions, maturities, income posting, credit interest, or tax reclamation) and execute any foreign-currency exchange transactions with respect thereto through Bank's Foreign-Exchange Department ("USBFX").

18.2 Customer hereby directs Bank to execute any foreign-currency exchange transactions with respect to purchases or sales of foreign securities in the Account through USBFX, except to the extent market circumstances in certain countries require the use of a global custodian unaffiliated with Bank (an "Unaffiliated Agent")

18.3 Customer hereby acknowledges that Bank receives compensation when Bank executes foreign-currency exchange transactions related to Account assets. Such compensation does not exceed 0.5% of the amount of the foreign-currency exchange transaction.

18.4 Customer hereby acknowledges that an Unaffiliated Agent receives compensation when the Unaffiliated Agent executes foreign-currency exchange transactions with respect to purchases or sales of foreign securities in the Account. Such compensation may be more or less than the compensation Bank would have received for executing the same foreign-currency exchange transaction.

18.5 Customer hereby acknowledges that investments in foreign securities and foreign-currency exchange transactions entail additional risks, such as default by counter-parties, currency fluctuations, political and economic instability, accounting-translation adjustments, and foreign taxation. Bank has no liability for any risks relating to Customer's investments in foreign securities or foreign-currency exchange transactions.

18.6 Customer understands that the holding of certain foreign securities or American Depository Receipts ("ADRs") requires disclosure of Customer's personal information to vendors, sub-custodians, or local tax authorities in foreign jurisdictions to avoid tax penalties on such foreign securities or ADRs. Customer consents to any and all disclosures or releases of information by Bank (including private information about Customer, the Account, the amount of holdings) to third parties relating to foreign securities or ADRS and releases, holds harmless, and indemnifies Bank from any cost and all liability for doing so. Bank is not hereby obligated to make any such disclosure to third parties, so any failure to do so shall not constitute a breach hereunder. Customer accepts all risk and loss arising from holding foreign securities and ADRs, including tax consequences, regardless of whether Bank discloses Customer's information to third parties or not.

18.7 Cash held in foreign currency constitutes a direct obligation of the foreign sub-custodian or depository holding such cash and is not

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directly or indirectly an obligation of Bank.

SECTION 19: AUTOMATIC INVESTMENT OF END-OF-DAY CASH

Customer's Sweep Direction has been made in the Application. The following provisions apply if the corresponding sweep investment option was selected in the Application.

19.1 **U.S. BANK LIQUIDITY PLUS**

This Section of the Agreement covers the U.S. Bank Liquidity Plus, disclosures, terms, and conditions ("**Program Terms**") in the event that the U.S. Bank Liquidity Plus Program ("**Program**") is selected as the end-of-day cash sweep option for the Account

19.1.1 **Introduction to the Program**

The maximum amount of Federal Deposit Insurance Corporation ("**FDIC**") deposit insurance coverage available for funds swept under the Program is currently $2,500,000, subject to certain exceptions and the ability to place such cash balances, as more fully explained below ("**Deposit Limit**").

The Program sweeps Customer's anticipated end-of-day cash balances in the Account up to the Deposit Limit into money market deposit accounts and transaction accounts at banks that are participating in the Program ("**Program Banks**"). The cash balances that are swept into accounts at Program Banks ("**Deposits**") are insured by the FDIC, subject to the limits described below.

To the extent Customer has cash balances in the Account that are in excess of the Deposit Limit or that are otherwise unable to be fully placed with Program Banks on a given day (for example, if funds are received after amounts are in the process of sweeping to Program Banks or if there is an inability to get funds to a Program Bank), the Program sweeps such excess cash balances into the First American Government Obligations Fund designated in the Application, above ("**Money Market Fund**"). For information about cutoff timing for transfer to Program Banks, contact Customer's account manager. Customer's cash balances that are placed into the Money Market Fund are not insured by the FDIC, but as securities, they are segregated from the assets of Bank.

Bank has appointed Promontory Interfinancial Network, LLC ("**Promontory**") to provide certain services with respect to the operation of the Program. Customer hereby appoints Promontory as Customer's authorized agent pursuant to these Program Terms.

CUSTOMER HEREBY INSTRUCTS BANK TO ALLOCATE THE CASH BALANCES IN THE ACCOUNT PURSUANT TO THE PROGRAM. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED AND CAREFULLY READ THESE PROGRAM TERMS BEFORE ENROLLING IN THE PROGRAM.

19.1.2 **Account Eligibility**

In order to obtain FDIC insurance on Deposits in the Program, Customer must provide proper and correct tax identification information to Bank.

There is no minimum deposit amount to participate in the Program and no minimum balance to maintain Customer's participation in the Program. There also is no minimum period that Customer's funds must remain on deposit in the Program. There is no penalty or fees for withdrawal of Customer's entire balance, or any part thereof, at any time

19.1.3 **Role of Bank and Promontory**

Bank is acting as Customer's agent in establishing and maintaining Program Bank accounts, including depositing or placing Customer's funds in and withdrawing Customer's funds from the Program Bank accounts and the Money Market Fund. Customer also appoints Promontory as Customer's agent to effect deposits to and withdrawals from Program Bank accounts.

Bank uses Promontory to allocate Customer's funds to the Program Banks and to perform certain other administrative tasks related to the Program. Promontory is not, itself, a bank, broker-dealer, or investment adviser and does not hold any of Customer's Deposits.

19.1.4 **Deposits with Program Banks up to the Deposit Limit**

This Section contains the terms and conditions applicable to the sweep of cash balances in the Account up to the Deposit Limit into FDIC-insured Program Banks.

A. Deposits

Customer agrees to have cash balances up to the Deposit Limit automatically deposited into interest-bearing FDIC-

insured omnibus deposit accounts at the Program Banks that hold Customer's and Bank's other customers' funds, and in which Customer will hold a beneficial interest. Except as otherwise provided herein, each business day, Bank, utilizing

the services of Promontory, will deposit the cash balances in the Account up to the Deposit Limit to one or more omnibus deposit accounts maintained at the Program Banks held in the name of "U.S. Bank National Association acting as agent

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for customer, each acting for themselves and others" or a similar title. To accommodate for accruing interest, the initial amount swept to each Program Bank will be capped at $249,000. Customer's ownership of Deposits will be evidenced by an entry on records maintained by Bank for each of the Program Banks at which Customer's funds are on deposit. Customer will not be issued any evidence of ownership of a Program Bank account, such as a passbook or certificate.

However, Customer's Account statement will reflect Program Bank deposit balance(s).

B. FDIC Deposit Insurance: Operation and Limitations

Customer's Deposits are deposited into interest-bearing omnibus deposit accounts at the Program Banks in a manner currently designed to provide Customer with up to $2,500,000 of FDIC deposit insurance coverage, subject to certain exceptions described herein. FDIC deposit insurance coverage is normally available for Customer's Deposits up to the FDIC standard maximum deposit insurance amount ("**SMDIA**"), which is currently $250,000 per legal category of account ownership at each participating Program Bank when aggregated with all other deposits held by Customer in the same Program Bank and in the same legal category of account ownership. Customer's coverage under the Program will be limited to the extent that Customer holds deposits directly, or through others, in the same recognized legal category of ownership at the same Program Banks as Customer holds Deposits through the Program. Thus, the maximum amount of Deposits eligible for FDIC insurance coverage would not exceed the SMDIA per legal category of account ownership multiplied by the number of participating Program Banks that Customer has not excluded from receiving Customer's Deposits under the Program, less any funds that Customer may hold in a Program Bank outside of the Program in the same legal category of account ownership.

In general, the FDIC-recognized categories of account ownership include single ownership accounts; accounts held by an agent, escrow agent, nominee, guardian, custodian, or conservator; annuity contract accounts; certain joint ownership accounts; certain revocable trust accounts; accounts of a corporation, partnership, or unincorporated association; accounts held by a depository institution as the trustee of an irrevocable trust; certain irrevocable trust accounts; certain retirement and other employee benefit plan accounts; and certain accounts held by government depositors ("**Ownership Categories**"). For the purposes of the Program, any custody accounts with the same tax ID will be grouped by types in the following categories for the purpose of determining deposit flow to Program Banks: trusts, personal (sole owner or joint owner), business/government (corporations, partnerships, LLCs, and similar types of entities), and benefit plan accounts (for example, IRA custody accounts, to the extent that Customer has completed additional documentation to enroll such accounts in the Program).

Until Customer's funds are actually received by the Program Banks, Customer's funds may be insured at Bank, or at its Settlement Agent, The Bank of New York Mellon, while they are held by such institution up to $250,000 in total (to the extent that Customer do not have other deposits with Bank or the Settlement Agent). Promontory, as Customer's agent, allocates Customer's cash balance up to the Deposit Limit among the Program Banks to seek to maximize the potential FDIC deposit insurance coverage available under the Program up to the Deposit Limit.

Bank and Promontory will use commercially reasonable efforts to ensure that no more than $250,000 of Customer's swept cash balances will be deposited in any single Program Bank through the Program. If Customer holds deposits in a Program Bank outside of the Program, Bank and Promontory will not take those deposits into account in determining whether to allocate Customer's funds in the Program to a particular Program Bank. Because Bank and Promontory would not be aware of deposits made by Customer outside of this Program, Customer is solely responsible for monitoring the total amount of all deposits Customer has at each Program Bank for purposes of calculating Customer's FDIC coverage and directing Bank to exclude particular Program Banks using the form provided.

If, for any reason, the amount deposited in any Program Bank account exceeds the applicable SMDIA, the excess Deposit amount would not be insured by the FDIC. Neither Bank nor Promontory, shall have any liability for any insured or uninsured portion of Customer's Deposits in any of the Program Banks.

The FDIC protects Customer against the loss of Customer's insured Deposits in the event a Program Bank fails. FDIC deposit insurance is backed by the full faith and credit of the United States. In the event that FDIC deposit insurance payments become necessary, Bank will assist Customer in completing required FDIC paperwork or filing on Customer's behalf by providing Customer's account information to the FDIC. However, there is no specific time period during which the FDIC must make insurance payments available. Furthermore, Customer may be required to provide certain documentation to the FDIC before insurance payments are made.

For questions about FDIC insurance coverage, Customer may call the FDIC at 877-275-3342 or visit the FDIC's web site at www.fdic.gov.

C. Program Banks

Customer acknowledges that it has received a list of the Program Banks that will be used for the Account and understands that such is also available at www.usbank.com/LiquidityPlus (or such other web address identified from time to time on Customer's Account statement, "**Program Website**"). Contact Customer's account manager at Bank or Customer's investment manager for the current web address of the Program Website or for questions regarding any change to the

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Program Website. Customer may obtain a current list of Program Banks at any time by contacting Bank or visiting the Program Website. Customer's periodic Account statements also list the Program Banks that hold Customer's Deposits

and the amount in each of those Program Banks as of the statement date. In the event a Program Bank rejects additional deposits, withdraws entirely, or is terminated from participation in the Program, then Customer hereby authorize and direct that Customer's Deposits be moved to another FDIC-insured Program Bank. As such, the Program Banks that hold Customer's Deposits will typically be in the order appearing on the list of Program Banks ("**Bank List**"). Customer understands that the Bank List may change during a statement period. Visit the Program Website frequently to view the current Bank List. If Customer wants to know the Program Banks at which Customer's Deposits are located at any particular time, contact Customer's account manager.

Each Program Bank is a separate FDIC-insured depository institution. Customer can obtain publicly available financial information for all Program Banks at the FDIC's website at www.fdic.gov; or by contacting the FDIC Division of Depositor and Consumer Protection by letter at 550 17th Street, N.W., Washington, D.C. 20429-9990 or by phone at 877-275-3342. Neither Bank nor Promontory guarantees the financial condition of any Program Bank, or the accuracy of any publicly available information concerning a Program Bank. Customer expressly consent to Bank, Promontory, and their service providers providing Customer's customer account information to Program Banks for purposes of Customer's involvement in the Program, as required by applicable law or FDIC regulations.

Bank may add additional Program Banks or delete Program Banks without prior notice to Customer. The order of Program Banks on the Bank List may be changed without prior notice to Customer. Cash balances will be automatically deposited in the Program Banks in the order set forth in the Bank List, subject to Customer's instructions to exclude a particular Program Bank and Bank's ability to place such cash balances with a particular Program Bank. Promontory may transfer balances between Program Banks in such manner as it determines to be appropriate and consistent with the objectives of the Program, subject to Customer's instructions to exclude a particular Program Bank. Customer hereby agree to receive notice of Program Bank list changes (additions, deletions, or reordering) by consulting the Program Website periodically or by referencing the Account statement to see a breakdown of where Customer's Deposits in the Program are held.

The Program Bank accounts established by Bank as Customer's agent constitute direct obligations of the Program Bank(s) and are not directly or indirectly an obligation of Promontory. The Program Bank accounts established by Bank as Customer's agent, other than at U.S. Bank National Association are not directly or indirectly an obligation of Bank.

D. Ability to Exclude Program Banks

Customer may exclude any Program Bank from holding Customer's Deposits by notifying Bank using the opt-out form provided by Bank. Requests to exclude a Program Bank typically will be processed on the next business day after received by Bank, or promptly thereafter. If Customer exclude any Program Banks, the maximum level of FDIC insurance available under the Program may decrease.

E. Interest

Customer receives interest on the balance of Customer's Deposits held at the Program Banks. The amount of paid interest applicable to Customer's Deposits will be stated on the Account statement. The interest rate paid to Customer is subject to change at any time. Changes in interest rates applicable to Customer's Deposits will be posted on the Program Website. Bank strongly encourages Customer to regularly check the Program Website for information about current rates or changes, especially whenever the Federal Reserve has announced or is expected to announce a change in rates.

Interest will be posted monthly to the Program Bank account unless an event occurs that results in interest posting sooner. Interest will accrue on deposits from the day they are received in investible form by the Program Bank through the business day preceding the date of withdrawal from the Program Bank. The "daily balance method" is used to calculate interest. This method applies a daily periodic interest rate to the principal in the account for the period. The daily rate is 1/365 (or 1/366 in a leap year) of the applicable annual rate.

The interest rate Customer earns on Customer's Deposits may be higher or lower than the rates available to depositors making non-Program deposits with Program Banks directly, through other types of accounts at Bank, or with other depository institutions in comparable accounts. Customer should compare the terms, rates of return, required minimum amounts, charges and other features of a Deposit with other accounts and investment alternatives.

F. Compensation and Fees

Each Program Bank may profit from the difference between the interest it pays on Deposits and the income it earns on loans, investments, and other business operations.

Each Program Bank may pay Bank and/or Promontory fees for its services related to Customer's Deposits equal to a percentage of the average daily Deposit balance in the accounts at the Program Bank. Bank may share such fees with Promontory. The amount of any fees a Program Bank pays could directly affect the interest rate paid by the Program Bank on Customer's Deposits. The fees paid to Bank and/or Promontory by each Program Bank may vary. Bank and

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Promontory may earn a higher fee if Customer participate in the Program than if Customer invest in other investment products.

19.1.5 **Money Market Fund Investment for Amounts not Held by Program Banks**

This Section contains the terms and conditions applicable to the sweep of any cash balances in the Account into the Money Market Fund. Any cash balance in the Account in excess of the Deposit Limit will not be swept into Program Banks (as described above), but will be swept into the Money Market Fund. Customer's deposits that are placed in the Money Market Fund are not FDIC-insured.

The Money Market Fund is registered with the U.S. Securities and Exchange Commission ("**SEC**") as a registered open-end investment company under the Investment Company Act of 1940 and its shares are registered for public distribution under the Securities Act of 1933. Although the Money Market Fund's net asset value ("**NAV**") is normally expected to be $1.00 per share, there is no guarantee that the Money Market Fund will be able to preserve the NAV per share and Customer could lose money by investing in the Money Market Fund.

Customer acknowledges that Customer has received the Money Market Fund prospectus and understands the information in the prospectus regarding the Money Market Fund's fees and expenses. U.S. Bancorp Asset Management, Inc. is the Money Market Fund's investment adviser and provides shareholder services, U.S. Bancorp Fund Services, LLC provides

accounting, administration, and transfer-agent services, and Bank is the custodian of the Money Market Fund's assets. U.S. Bancorp Asset Management, Inc. and U.S. Bancorp Fund Services, LLC are affiliated with the Bank. Customer acknowledges that investment advisory, custodial, distribution and other services will be provided, for compensation, to the Money Market Fund by Bank and its affiliates. The fees received by Bank and its affiliates are described in the Money Market Fund prospectus. Please see the prospectus for the Money Market Fund for additional information, including the Money Market Fund's investment objective and strategy and the risks of investing in the Money Market Fund.

CUSTOMER UNDERSTANDS THAT THE MONEY MARKET FUND IS NOT INSURED BY THE FDIC AND THAT THE FUNDS ARE NOT OBLIGATIONS OF NOR GUARANTEED BY BANK, PROMONTORY, ANY OF THEIR AFFILIATES, OR ANY BANK. CUSTOMER FURTHER UNDERSTANDS THAT INVESTMENT IN THE MONEY MARKET FUND INVOLVES RISKS, INCLUDING THE POSSIBLE LOSS OF PRINCIPAL.

While a registered investment company, such as a money market mutual fund, is bound by fiduciary obligations to its shareholders to seek the highest rates prudently available, Bank, Promontory, and the Program Banks are under no such obligation.

19.1.6 **Withdrawals**

Each business day, as needed to pay for purchases made in the Account or other withdrawals from the Account, Bank or its agent bank will withdraw Customer's cash from the Program Bank accounts and Money Market Fund (if applicable). Customer consents to have Customer's funds automatically withdrawn from the Money Market Fund and/or the Program Bank accounts in the event of a debit in the Account. Withdrawals will generally be processed on a "Last In First Out" basis, meaning the amounts in the Money Market Fund or the lowest Program Bank on Customer's bank list will be withdrawn first.

Under federal regulations, Program Banks may reserve the right to require seven (7) days' notice before permitting a transfer of funds out of a money market deposit account or certain transaction accounts. While the Program Banks have not indicated their intention to implement such a policy, a Program Bank may, at any time, choose to do so.

Redemption of Customer's holdings in the Money Market Fund (if any) will be processed in accordance with the policies described in the Money Market Fund's prospectus.

Customer cannot directly withdraw funds allocated through the Program from any of the Program Banks or the Money Market Fund.

If Customer request a complete withdrawal or the Account is closed for any reason, Customer may have to wait a period of time for all of the interest to be posted to the Account since interest can only be credited to the Account once interest is credited by the Program Banks to the Program Bank accounts. Depending on when the Program Banks post interest to the Program Bank accounts, there could be a delay between the date of Customer's withdrawal request and the date on which

Customer receives all of the interest that accrued in the Program Bank account up to the effective date of Customer's withdrawal.

19.1.7 **Account Statements**

Activity with respect to Customer's participation in the Program, including interest earned for the period, dividends received for the period, and the total of Customer's Deposit balances and Customer's shares of the Money Market Fund, will appear on Customer's periodic Custody Account statement. If Customer receives consolidated account statements for multiple

accounts, such statement will not include a breakdown by Program Bank. Customer will not receive a separate statement from the Program Banks or the Money Market Fund

Attachment: US Bank_Fee Schedule_Meeder Contract (10466 : Approve contract with Meeder Public Funds, Inc.)

19.1.8 **Customer's Responsibility to Monitor Automatic Cash Investment Options**

Customer is responsible for, and should speak with Customer's investment manager about, monitoring this automatic sweep option for the Account. As returns on the Deposits, the Money Market Fund, Customer's personal financial circumstances and other factors change, it may be in Customer's financial interest to invest in other investment vehicles. Contact Customer's investment manager for other investments that may be available. Bank is not Customer's investment manager and does not exercise any discretion when administering the Program and Customer acknowledges that it has not relied on any investment advice from Bank in selecting the Program for the Account's automatic sweep option.

19.1.9 **Risks of the Program**

Customer may receive a lower rate of return on funds swept through the Program than on other types of investments. Under Federal regulations, Program Banks are permitted to impose a seven (7) day delay on any request to withdraw Deposits from a money market deposit account or certain transaction accounts; Program Banks may choose to do so at any time. In the event of a failure of a Program Bank, there may be a time period during which Customer may not be able to access Customer's Deposits.

If Customer holds deposits at a Program Bank outside the Program, this may reduce the availability of FDIC insurance for the total amount of Customer's funds held within and outside the Program. If Customer exclude a Program Bank, the amount of deposit insurance available to Customer under the Program (currently $2,500,000) may decrease.

Customer's investment in the Money Market Fund is not insured by the FDIC and are not obligations of nor guaranteed by Bank, Promontory, or any of their affiliates. Money market mutual funds are subject to investment risks and may lose value, including possible loss of principal. There is no guarantee that money market mutual funds will maintain a stable net asset value. Read the Money Market Fund's prospectus before investing.

19.1.10 **Other Terms**

Ordinary Care: Customer agrees that any act or omission made by Bank or any Program Bank in reliance upon, or in accordance with, any provision of the Uniform Commercial Code as adopted in the State of Minnesota, or any rule or regulation of the State of Minnesota, or a federal agency having jurisdiction over such party shall constitute ordinary care.

Alternatives to the Program: Customer understands that, at any time, Customer may opt-out of the Program. Consult with Customer's investment manager to opting out of the Program to see what alternatives may be available to Customer. If Customer does not designate a replacement automatic end-of-day cash investment option for the Account that is agreed to by Bank, the amounts in the Account will remain in the Account as non-interest-bearing uninvested cash to the extent that Customer does not manually manage end-of-day cash balances with daily purchase transactions.

Aggregation of Funds in Multiple Accounts: If Customer has more than one custody account in the Program with the same tax identification information and Ownership Category type (for example, personal, trust, business), the funds in all such custody accounts may be aggregated for the purpose of determining how Customer's cash balances are placed in the Program. As a result, the cash balances in each of the custody accounts, when viewed separately, may appear to be placed with Program Banks in a different order than is set forth in the Bank List for each particular custody account. Cash balances placed at Program Banks through multiple custody accounts with the same tax identification information and Ownership Category typically will not rebalance up the Bank List even if another similar custody account's Deposits are fully withdrawn. Customer should review each separate custody account statement together in the aggregate. In the event that Customer has multiple investment managers each handling different custody accounts, each of Customer's custody accounts in the Program may be subject to a different Bank List. If the same Program Bank appears on the Bank List for more than one of Customer's custody accounts in the Program, then to exclude the Program Bank from all of Customer's custody accounts in the Program Customer will need to separately complete the Program Bank opt-out form for each custody account.

Clearinghouse Rules: Unless otherwise provided herein, Bank may comply with applicable clearinghouse, Federal Reserve and correspondent bank rules in processing transactions related to the Program. Customer agree that Bank is not required to notify Customer of a change in those rules, except to the extent required by law.

19.2 **U.S. BANK NON-INTEREST BEARING DEPOSIT**

This Section of the Agreement applies if the U.S. Bank Non-Interest-Bearing Deposit sweep option is selected as the end-of-day cash sweep option for the Account. Customer hereby acknowledges that uninvested cash is swept to a non-interest bearing deposit account at U.S. Bank National Association for the benefit of Bank's customers. Customer acknowledges that (i) the Non-Interest-Bearing Deposit Account is owned by Bank on behalf of its customers, (ii) all deposits and withdrawals from such account are performed and controlled by Bank, and (iii) cash shall be insured by the FDIC, as determined under FDIC regulations, subject to applicable limits (typically, up to $250,000 per depositor for all deposits such depositor holds at U.S. Bank National Association).

19.3 **OTHER (MUST BE AGREED TO BY BANK AND DESIGNATED ADVISOR; MAY IMPACT ACCOUNT FEES)**

19.3.1 This Section of the Agreement applies if Customer was approved to use an investment other than U.S. Bank Liquidity Plus or the Non-Interest Bearing Deposit as their end-of-day cash sweep option for the Account.

Attachment: US Bank_Fee Schedule_Meeder Contract (10466 : Approve contract with Meeder Public Funds, Inc.)

19.3.2 Customer hereby acknowledges and confirms that Customer has received and read any prospectus or other documentation relating to such investment, understands any fees or affiliations of such investment with Bank, and has reviewed the materials below referred to U.S. Bank Important Investment Disclosures.

19.3.3 This authorization and direction shall continue in effect with respect to the identified investment should investment be merged with or into another investment.

SECTION 20: E-SIGN AUTHORIZATION AND CONSENT

20.1 **E-SIGN COMPLIANCE AND CONSENTS**

If this Agreement is executed using a third-party e-sign service, Customer agrees that this Agreement and its execution comply with the Electronic Signatures in Global and National Commerce Act, and with any applicable state and local law governing the electronic formation and signature of contracts, as amended from time to time, and will not be denied legal effect, validity, or enforceability solely because the Agreement is in electronic form or an electronic signature or electronic record was used in its formation. Customer consents to the provision of Customer's personal information to any third-party e-sign service and Customer consents such service's permanent retention of such data on behalf of Bank. Customer assumes all risk and liability relating to the electronic formation or electronic signature of this Agreement, whether resulting from or in (a) a denial of legal effect, validity, or enforceability of the Agreement; (b) a breach of confidentiality, privacy, or security; or (c) any other cause or in any other consequence. Customer hereby waives any defense that the Agreement is ineffective, invalid, or unenforceable solely because the Agreement is in electronic form or an electronic signature or electronic record was used in its formation.

Information as of June 2020

U.S. Bank Public- Meeder Specific Agreement

Attachment: US Bank_Fee Schedule_Meeder Contract (10466 : Approve contract with Meeder Public Funds, Inc.)

usbank

U.S. Bank Important Investment Disclosures

Mutual fund compensation and related mutual fund disclosures

Mutual funds are open or closed end, pooled investment vehicles that are considered investment companies. They must be registered with, and are regulated by, the Securities Exchange Commission under the Investment Company Act of 1940. U.S. Bancorp, or its affiliates, including U.S. Bancorp Asset Management, Inc. (USBAM), U.S. Bank N.A. (USBNA) and U.S. Bancorp Fund Services, LLC dba U.S. Bank Global Fund Services (USBFS) (hereafter together U.S. Bank) have entered, and will from time to time enter, into agreements with mutual funds and/or their sponsors, service providers and affiliates whereby U.S. Bank receives compensation, as applicable, for investment advisory services, shareholder services, administration, custody, securities lending, accounting, transfer agency, sub-transfer agency, National Securities Clearing Corporation (NSCC) networking, distribution, principal underwriting and other services rendered to, or on behalf of, mutual funds. For these services, U.S. Bank generally receives a percentage compensation (basis points), based on account assets invested in a mutual fund and determined using the average daily net assets held by the account in that fund. This compensation does not increase the fees paid by an account beyond the fees described in the account fee schedule and the fund's prospectus. This Disclosure describes the compensation U.S. Bank receives for services it performs. This Disclosure should not be considered investment advice.

First American Funds, Inc. money market funds: The First American Funds, Inc. money market funds are U.S. Bank affiliated funds managed by USBAM. U.S. Bank provides services to these funds, which may include providing administration, custody, shareholder, transfer agent, accounting, distribution and principal underwriting services.

U.S. Bank receives fees for these services as shown in the schedule below. U.S. Bank may waive a portion of the fees it is entitled to receive for providing services to the First American Funds, Inc. (Total Fees). Total Fees equal the Gross Advisory Fees and Gross Other Fees & Expenses and are stated before any waivers. Net Fees & Expenses shown below are stated after any contractual waivers. Contractual fee waivers may be terminated with the approval of the fund's board of directors. Gross Other Fees & Expenses may vary slightly based on charges for services rendered, but the basis for calculating these amounts does not change. You authorize the fees paid by the funds and received by U. .S. Bank up to the Total Annual Fund Operating Expenses disclosed in the prospectuses.

Affiliated fund name	Gross advisory fees	Gross other fees & expenses received by U.S. Bank					Net fees & expenses received by U.S. Bank				
First American Funds	Class X/Z/V/Y/A	Class X	Class Z	Class V	Class Y	Class A	Class X	Class Z	Class V	Class Y	Class A
Government Obligations	0.10%	0.14%	0.14%	0.24%	0.39%	0.67%	0.14%	0.18%	0.30%	0.45%	0.75%
Institutional Prime Obligations	0.10%	0.45%	0.20%	0.30%	0.45%	N/A	0.14%	0.20%	0.30%	0.45%	N/A
Retail Prime Obligations	0.10%	0.16%	0.16%	0.26%	0.41%	0.70%	0.14%	0.20%	0.30%	0.45%	0.75%
Retail Tax Free Obligations	0.10%	N/A	0.22%	0.32%	0.47%	0.77%	N/A	0.20%	0.30%	0.45%	0.75%
Treasury Obligations	0.10%	0.14%	0.14%	0.24%	0.39%	0.69%	0.14%	0.18%	0.30%	0.45%	0.75%
U.S. Treasury Money Market	0.10%	N/A	0.17%	0.27%	0.42%	0.72%	N/A	0.20%	0.30%	0.45%	0.75%

Attachment: US Bank_Fee Schedule_Meeder Contract (10466 : Approve contract with Meeder Public Funds, Inc.)

Fees and expenses above may be found in the fund prospectuses.

Investment products and services are:
NOT A DEPOSIT • NOT FDIC INSURED • MAY LOSE VALUE • NOT BANK GUARANTEED • NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY

Fidelity and Federated money market mutual funds: U.S. Bank may receive custody, shareholder servicing, accounting, administration, sub-transfer agency and other fees of up to 60 basis points, though more generally, fees range from zero to 25 basis points, from the following funds. Load fees described in prospectuses are waived.

Fund name	Fund name
Federated California Municipal Cash Trust – Institutional Shares	Fidelity Institutional Money Market Treasury Only Portfolio – Class I
Fidelity Institutional Money Market Government Portfolio – Class I	Fidelity Institutional Money Market Treasury Portfolio – Class I
Fidelity Institutional Money Market Prime Portfolio – Class I	Fidelity Money Market Portfolio – Class I
Fidelity Institutional Money Market Tax-Exempt Portfolio – Class I	

Nuveen Mutual Funds: Firstar Capital Corporation (Firstar Capital), an affiliate of U.S. Bancorp, holds a less-than- 10 percent ownership interest in Windy City Investments Holdings, LLC, which was formerly the parent of Windy City Investment, Inc. and the indirect parent of Nuveen Fund Advisors, LLC, which is the investment advisor to the Nuveen Mutual Funds. On October 1, 2014, Windy City Investments, Inc. was sold to Teachers Insurance and Annuity Association of America. As a result of the sale, U.S. Bancorp no longer has an indirect ownership interest in Nuveen Fund Advisors, LLC. Depending on the outcome of certain factors, Firstar Capital might in the future receive an earn-out payment related to its interest in Windy City Investment IRA account, to the extent the earn-out payment is attributable to the account's interest in Nuveen Mutual Funds, U.S. Bank will credit to the account a proportionate amount of the payment. Importantly, the sale changed neither the services that U.S. Bank expects to provide to the accounts holding Nuveen Mutual Funds nor the compensation that U.S. Bank expects to receive for providing such services.

Other Mutual Funds: U.S. Bank has entered into agreements with mutual funds other than First American Funds, including the Nuveen Mutual Funds (Other Mutual Funds) or with Other Mutual Funds' service providers (including investment advisors, administrators, transfer agents or distributors) whereby U.S. Bank provides services for a fee to, or on behalf of, the Other Mutual Funds. Services may include, as applicable, custody and shareholder services provided by USBNA (fee rates for these services may be up to 100 basis points, though more generally fees range from one to 40 basis points), networking services provided by NSCC (fee rates for these services may be up to 140 basis points), accounting, administration and sub-transfer agency services provided by USBFS (fee rates for these services may be up to 30 basis points) and USBFS employees may also serve on the board of directors or as officers of Other Mutual Funds at no additional charge.

U.S. Bank has also entered into an agreement with National Financial Services, LLC (NFS) to provide shareholder and administration services for, or on behalf of, NFS, Fidelity Brokerage Services, LLC and the Other Mutual Funds available on the NFS platform (fee rates for these services may be up to 36 basis points). The fees received by U.S. Bank include 12b-1 fees.

U.S. Bank will receive shareholder servicing compensation of up to 12.5 basis points on account assets invested in the Nuveen Mutual Funds.

Attachment: US Bank_Fee Schedule_Meeder Contract (10466 : Approve contract with Meeder Public Funds, Inc.)

Fees received by U.S. Bank from Nuveen Mutual Funds, Fidelity and Federated Money Market Mutual Funds, Other Mutual Funds and NFS are not in addition to, and do not increase, fund operating expenses or other fees and expenses as described in the applicable prospectuses.

Securities lending: U.S. Bank receives fees from the First American Funds, Inc. for securities lending services, as applicable, of up to 20 percent of each fund's net income from securities lending transactions as addressed in the prospectuses. U.S. Bank receives fees from Nuveen Mutual Funds and Other Mutual Funds for securities lending services, which are generally calculated as a percentage of each fund's net income from securities lending transactions, as addressed in the prospectus.

Other important information: USBAM is a registered investment advisor and a wholly-owned subsidiary of USBNA. USBAM serves as investment advisor to First American Funds, Inc. U.S. Bank is not responsible for and does not guarantee the products, services or performance of USBAM.

If investing in mutual funds, each fund's investment objectives, risks, charges and expenses must be considered carefully before investing. The prospectus contains this and other important information. Please contact the fund or a member of your relationship team for a copy. Read the prospectus carefully before investing.

Mutual fund investing involves risk and principal loss is possible. Investing in certain funds involves special risks, such as those related to investments in small- and mid-capitalization stocks, foreign, debt and high yield securities and funds that focus their investments in a particular industry. Please refer to the fund prospectus for additional details pertaining to these risks.

Income from tax-exempt funds may be subject to state and local taxes and a portion of income may be subject to the federal and/or state alternative minimum tax for certain investors. Federal and/or state income tax rules will apply to any capital gains distribution.

An investment in **money market funds** is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. It is possible to lose money by investing in these funds.

See the applicable fund prospectuses, which may be found on the fund companies' websites, for a complete description, including calculation formulas, for management, custody and other fees associated with the mutual funds. For more information, including whether a fund is affiliated with, or pays U.S. Bank fees, contact a member of your relationship team. www.federatedinvestors.com | www.fidelity.com | www.firstamericanfunds.com | www.nuveen.com

Private Investment Fund disclosure

"Private Investment Funds" or "Private Funds" are pooled investment vehicles that are excluded from the definition of investment company under the Investment Company Act of 1940 by section 3(c)(1) or 3(c)(7) of that Act. The term Private Fund generally includes funds commonly known as hedge funds and private equity funds. USBNA and USBFS may enter into agreements with Private Funds or with their service providers, whereby USBNA and USBFS provide services to such funds and receive fees or compensation for these services from the funds or the funds' sponsors or agents. USBNA services provided include, as applicable, trust and administrative services including collateral custody, collateral agent, administrative and reporting functions, registrar, paying agent, loan administration, escrow, document custody, back-up servicer services, deposit account services, and various lending services to the fund and/or its investments including direct loans, revolving credit facilities and other extensions of credit and loan administration. USBFS services provided include, as applicable, fund administration including accounting, shareholder services, transfer agency and reporting services. For the types of fees charged to any Fund, see the Fund issuer's private placement offering documents. Fees received by U.S. Bank from Private Funds are not in addition to, and do not increase, fund operating expenses or other fees and expenses as described in the applicable Fund's offering documents.

Other important information: Private Investment Funds are speculative and involve a substantially more complicated set of risk factors than traditional investments such as stocks or bonds, including use of derivatives, leverage and short sales which can magnify potential losses or gains.

Restrictions may exist on the ability to redeem or transfer interests in a Private Investment Fund. Investors considering an investment in Private Investment Funds must be fully aware that these investments are illiquid by nature, typically represent a long-term binding commitment and are not readily marketable. The valuation procedures for these holdings are often

Attachment: US Bank_Fee Schedule_Meeder Contract (10466 : Approve contract with Meeder Public Funds, Inc.)

subjective in nature.

Private Investment Funds are not suitable for every investor even if the investor meets the financial eligibility requirements. It is important to consult with your tax and investment professional to determine how these investments might fit your asset allocation, risk profile and tax situation.

Private Investment Funds are offered to you by the Fund issuer with a private placement memorandum ("PPM"), which a prospective investor must carefully read for a more complete description of fees, risks and restrictions. For more information, contact your Portfolio Manager or a member of your relationship team.

Attachment: US Bank_Fee Schedule_Meeder Contract (10466 : Approve contract with Meeder Public Funds, Inc.)

MEEDE PUBLIC FUNDS

New Account Information

CLIENT INFORMATION	
Client Name:	Colusa County
Account Title:	Colusa County
Address:	547 Market St # 111, Colusa, CA 95932
Tax ID Number:	90-6000508

PRIMARY CONTACT INFORMATION			
Name:	Cindy Dillard	Phone:	530-458-0445
Title:	Treasurer	Email:	cdillard@countyofcolusaca.gov

All Account Communications, including trade confirmations, statements and other documents pertaining to the account will be delivered to the foregoing email address of record.

ADDITIONAL CONTACT INFORMATION				RECEIVE TRADE CONFIRMS	RECEIVE STATEMENTS
Name:	Robert Zunino	Phone:	5304580415	☐	☑
Title:	Auditor-Controller	Email:	rzunino@countyofcolusaca.gov		
Name:	Holly Gallagher	Phone:	5304580408	☐	☑
Title:	Asst Auditor	Email:	hgallagher@countyofcolusaca.gov		
Name:		Phone:		☐	☐
Title:		Email:			
Name:		Phone:		☐	☐
Title:		Email:			
Name:		Phone:		☐	☐
Title:		Email:			

AUTHORIZED INVESTMENT OFFICERS				RECEIVE TRADE CONFIRMS	RECEIVE STATEMENTS
Name:	Cindy Dillard	Phone:	5304580445	☑	☑
Title:	Treasurer-Tax Collector	Email:	cdillard@countyofcolusaca.gov		
Name:		Phone:		☐	☐
Title:		Email:			
Name:		Phone:		☐	☐
Title:		Email:			
Name:		Phone:		☐	☐
Title:		Email:			
Name:		Phone:		☐	☐
Title:		Email:			

Attachment: Meeder_Account Information - Colusa County (10466 : Approve contract with Meeder Public Funds, Inc.)

MEEDE PUBLIC FUNDS

New Account Information

BILLING CONTACT INFORMATION			
Name:	Cindy Dillard	Phone:	5304580445
Title:	Asst Treasurer- Tax Collector	Email:	cdillard@countyofcolusaca.gov

ADDITIONAL ACCOUNTS TO BE OPENED	
Account Title:	
Account Title:	
Account Title:	

CUSTODY CONTACT (if utilizing an existing custody account)			
Bank:		Name:	
Account Title:		Phone:	
Account Number:		Email:	

AUTHORIZED SIGNER:_____ Date:_____

By accepting the terms of the applicable investment advisory agreement, you provided your informed consent to electronic delivery of all documents from Meeder, including but not limited to copies of applicable agreements, statements, trade confirmations, notices, tax reporting documents, shareholder communications, disclosure documents and other general communications related to your account ("Account Communications"). You may revoke your consent to electronic delivery of Account Communications by delivering written notice to Meeder at the address below; however, Meeder may elect to terminate the agreement or in its sole discretion charge you for the cost of delivery of Account Communications that would otherwise be delivered electronically.

Account Communications will be delivered to the email address of record listed on this form and any amendment thereto. Account Communications may also be copied to additional email addresses listed as Additional Contacts and Authorized Investment Officers. You are responsible for notifying Meeder of any change in your email address. You may update your email address at any time by contacting Meeder at the address listed below. All Account Communications related to any accounts opened for clients now or in the future will be delivered to the listed email address, either directly or by providing notice that the document has been posted to an accessible internet site.

You are responsible for maintaining access to the listed email address and any internet site at which Account Communications may be posted. You must also maintain printing or storage capacity sufficient to print or download documents delivered electronically. In the event we are unable to deliver Account Communications to the selected address of record we will contact you. You may request paper copies of any document we are required to deliver to you at any time for no additional charge. Your consent to electronic delivery to the email addresses identified in this form is effective immediately and will remain in effect until modified or revoked by notice to Meeder at the address listed below.

Meeder will accept instructions for the account from the Authorized Investment Officers listed on this form. You agree that you have authority to execute this form on behalf of the listed entity and that Meeder may accept instructions from the Authorized Investment Officers. You are responsible for keeping this form current and providing Meeder with written notice of any amendment thereto.

Meeder Public Funds
6125 Memorial Drive, Dublin, OH 43017
866.633.3371
Publicfunds@meederinvestment.com

Attachment: Meeder_Account Information - Colusa County (10466 : Approve contract with Meeder Public Funds, Inc.)



PUBLIC FUNDS ADVISORY

Customized Investment Portfolios

Prepared for Colusa County, CA

PRESENTED BY:
BENJAMIN SEHY
DIRECTOR, ADVISORY SERVICES

MARCH 19, 2025

MEEDER
PUBLIC FUNDS

Attachment: Meeder Presentation (10466 : Approve contract with Meeder Public Funds,

Firm Overview

MEEDER

1974 Founded in 1974. SEC Registered Investment Advisor serving public entities since 1990.



More than 400 public entity clients.

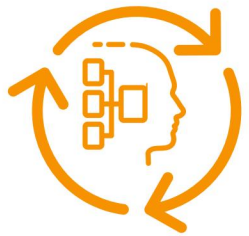


Customized solutions for states, counties, cities, schools, townships, libraries, higher education, and special districts.

$155B Over $155 billion in public funds assets under advisement (12/31/23).



Seasoned Fixed Income Team specializes in working with public entities.



Focus on management of operating and project funds.

Attachment: Meeder Presentation (10466 : Approve contract with Meeder Public Funds,

2 Assets Under Advisement consist of $54.5 billion of regulatory assets under management and $100.6 billion of non-discretionary assets as to which the adviser provides strategic advice or consultation.

MEEDER

Service Overview

We provide the following services to public entities

Investment Policy Review	The Investment Policy would be reviewed to ensure it is in line with state law.
Cash Flow Analysis/Modeling	Throughout the year we will help you monitor your cash flows to determine the proper amount to have invested compared to liquid in cash.
Investment Strategy	You will have access to our professional investment team that will strategically formulate a custom investment plan to meet your needs as well as the ever-changing interest rate environment.
Execution of Trades	We utilize our purchasing power and expansive broker network to ensure best price execution.
Monthly Reporting and Review	We provide consolidated reporting of your assets, including transactions summaries, monthly and quarterly reports, and custom reports for your board, council, or commissioners to keep everyone up to speed on changes in the portfolio and economy. Additionally, we will provide you with annual GASB reporting to aid you with your year-end processes.
Compliance Monitoring	We have a best-in-class compliance monitoring system. This allows us to build rules for your investment policy, state law, and any additional restrictions placed on the portfolio, allowing us to run both pre- and post-trade compliance monitoring.
Credit Research	Our in-house research team monitors corporate issuers in the marketplace, determining our approved issuer list and keeping you apprised of any changes.
Banking and Custody	In the event you would look to establish a new banking or custody relationship, we are here to provide assistance through the process.

Attachment: Meeder Presentation (10466 : Approve contract with Meeder Public Funds,

Attachment: Meeder Presentation (10466 : Approve contract with Meeder Public Funds,

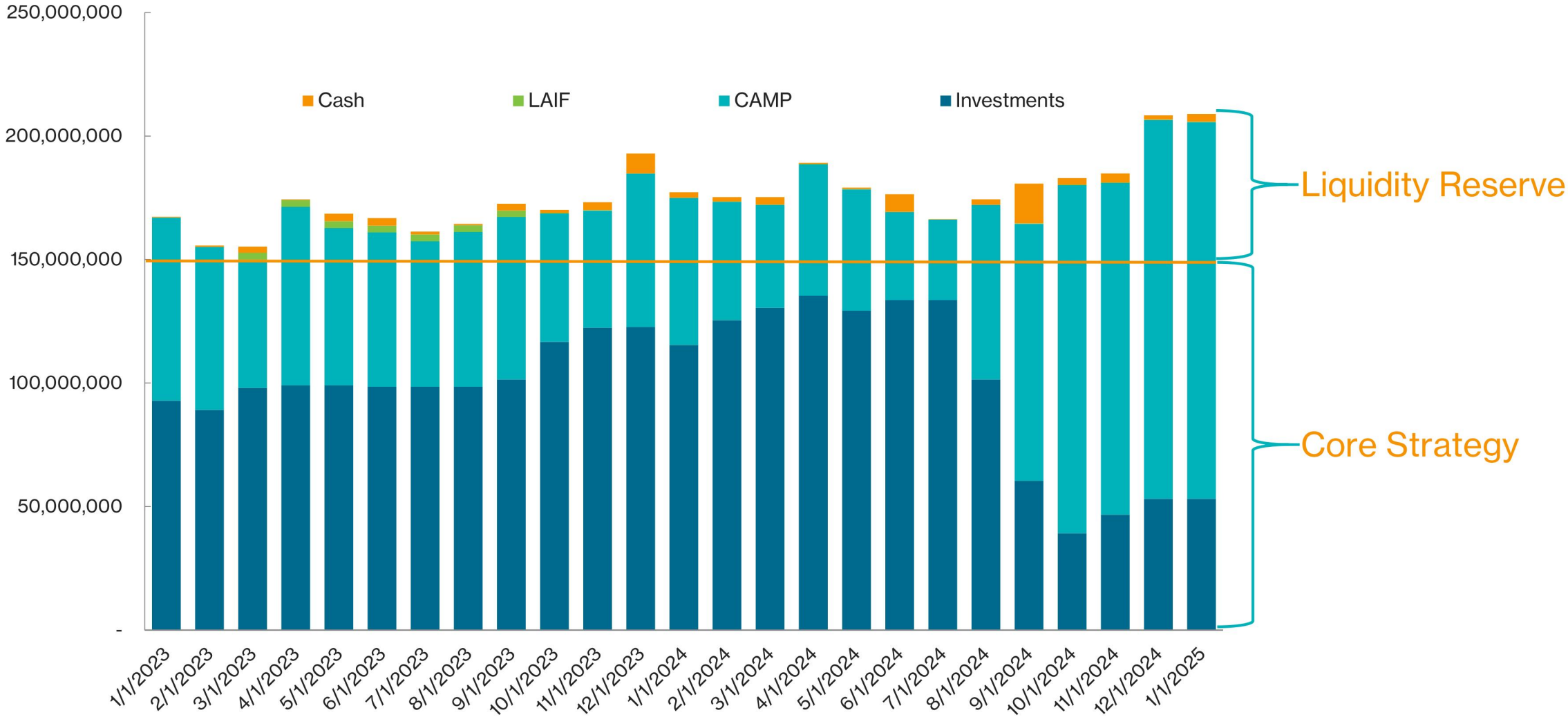
MEEDER
PUBLIC FUNDS

Review and Recommendations

ANALYSIS SPECIFIC TO YOU

MEEDER

Colusa County Cash Flow Analysis



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MEEDER

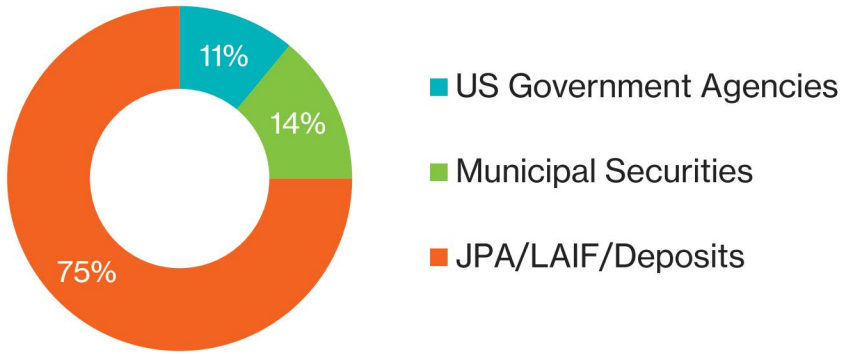
Colusa County Portfolio

Colusa County portfolio as of 12/31/2024

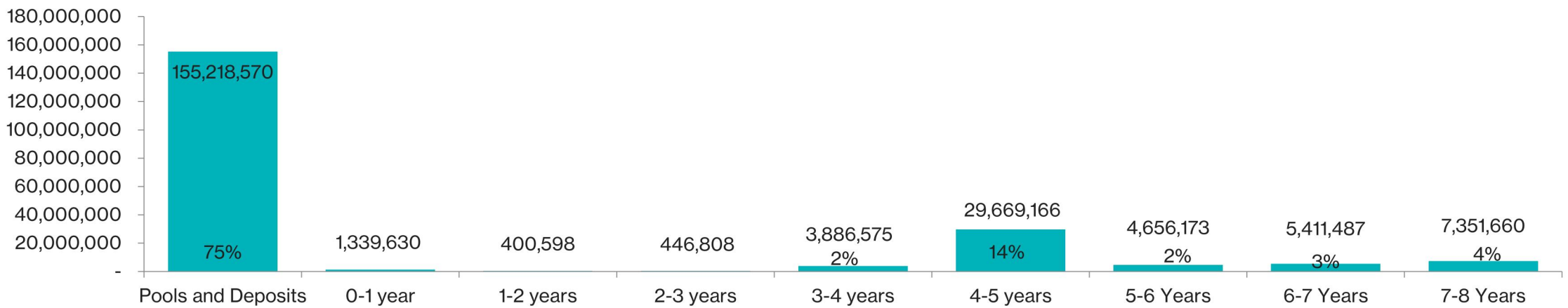
Portfolio

Pools and Deposits	$155,128,570
Securities (Book Value)	$53,162,107
Total	$208,380,677

Sample Asset Allocation



Sample Maturity Distribution



PORTFOLIO ILLUSTRATION IS HYPOTHETICAL IN NATURE, DOES NOT REFLECT ACTUAL INVESTMENT RESULTS, AND DOES NOT GUARANTEE FUTURE RETURNS.

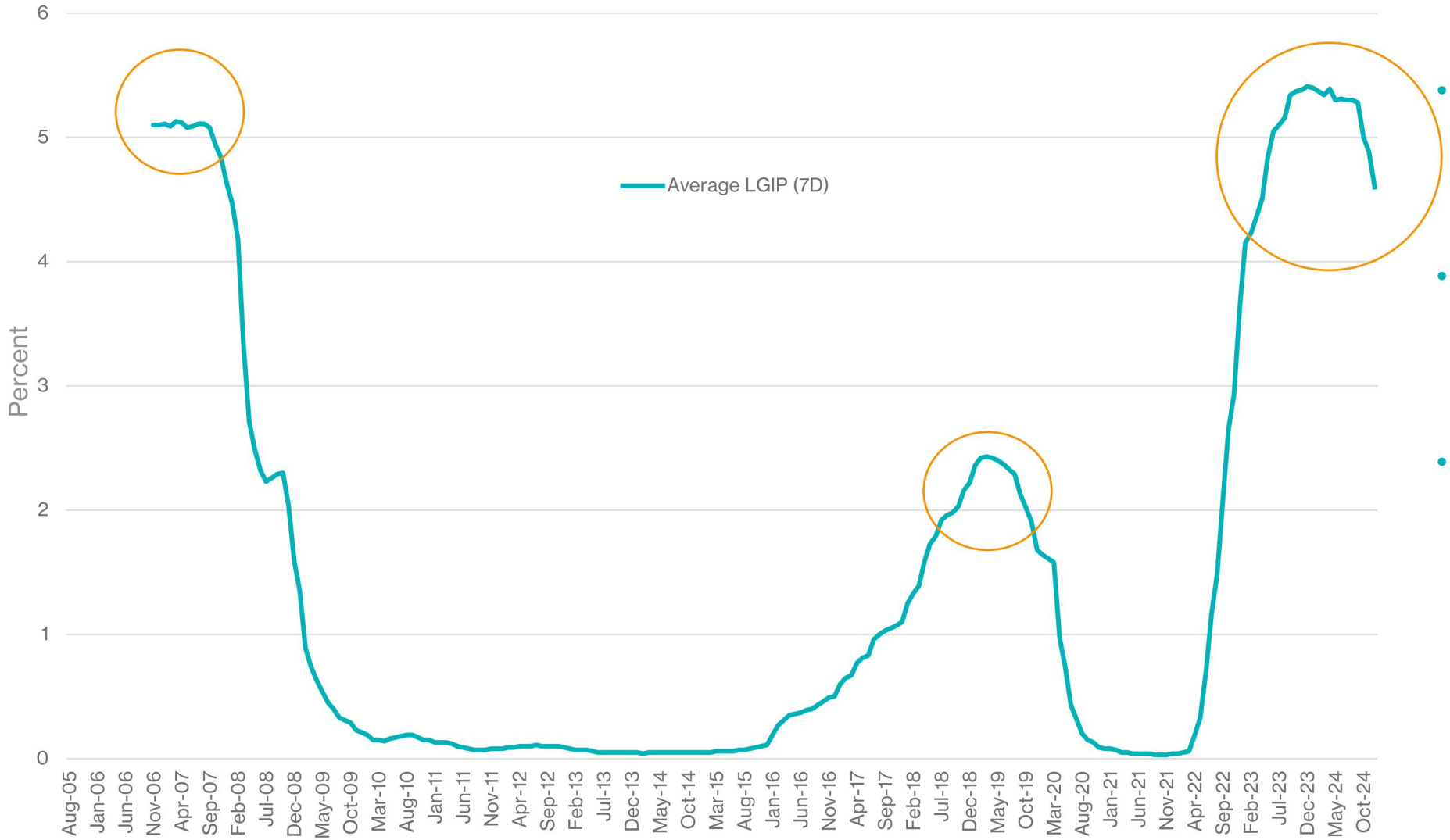
THE PORTFOLIO ILLUSTRATION PROJECTS THE WEIGHTED AVERAGE YIELD OF A HYPOTHETICAL PORTFOLIO INVESTED ON THE DATE SHOWN AND ALLOCATED ACROSS THE INDICATED ASSET CLASSES AND MATURITIES. THE ILLUSTRATION UTILIZES APPROPRIATE INDEXES AND BENCHMARKS TO PROJECT THE AVERAGE WEIGHTED YIELD OF THE ILLUSTRATED PORTFOLIO. CLIENTS INVESTED CONSISTENTLY WITH THE PORTFOLIO MAY HAVE EXPERIENCED INVESTMENT RESULTS MATERIALLY DIFFERENT FROM THOSE PORTRAYED IN THE ILLUSTRATION. ACTUAL YIELD FOR ANY PORTFOLIO INVESTED IN ACCORDANCE WITH THE ILLUSTRATION WILL VARY FROM THE HYPOTHETICAL DATA SHOWN HERE. NET INCOME REPRESENTS GROSS PROJECTED INCOME REDUCED BY THE PROPOSED INVESTMENT ADVISORY

SOURCE:

Attachment: Meeder Presentation (10466 : Approve contract with Meeder Public Funds,

MEEDER

Opportunity to Create Longer-Term Certainty



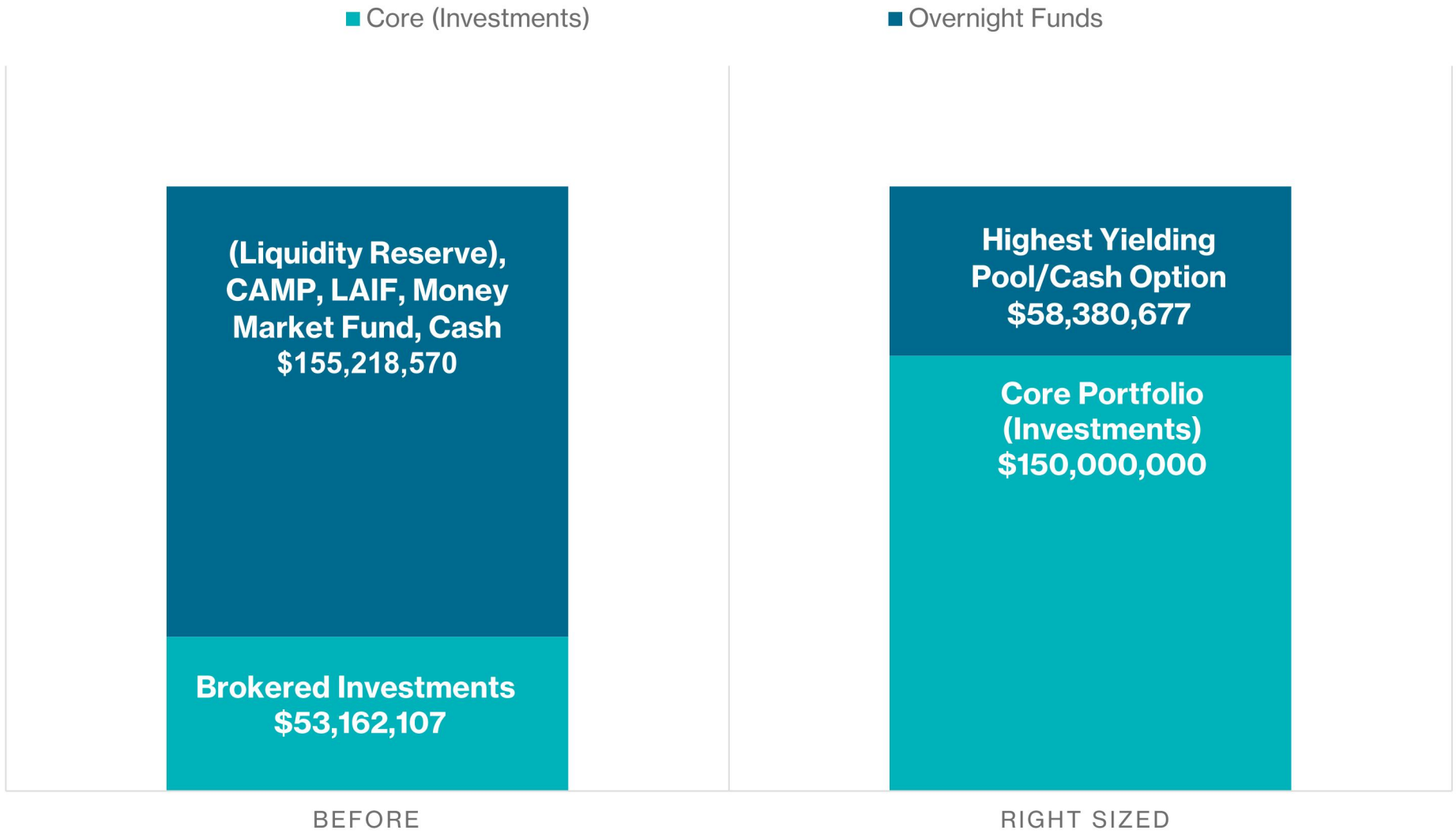
- Opportunity to lock in high interest rates for the long-term
- Creates budgetary certainty for the long-term
- The Fed expects to cut the Fed Funds rate by .50% or 50 basis points by the end of 2025.

Attachment: Meeder Presentation (10466 : Approve contract with Meeder Public Funds,

AS OF 12/31/2023 SOURCE BLOOMBERG. Average LGIP represented by LGIP7D Net Index.

MEEDER

RIGHT SIZED PORTFOLIO



SOURCE: 2024 FIRST QUARTER INVESTMENT REPORT

Attachment: Meeder Presentation (10466 : Approve contract with Meeder Public Funds,

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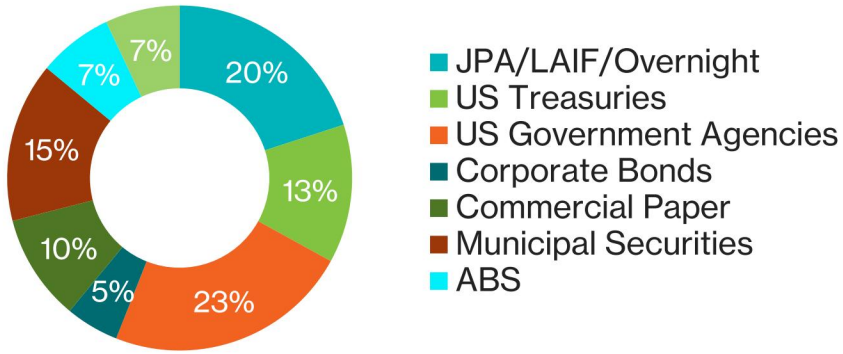
Colusa County, CA Portfolio – Hypothetical

Colusa County portfolio as of 3/17/2024

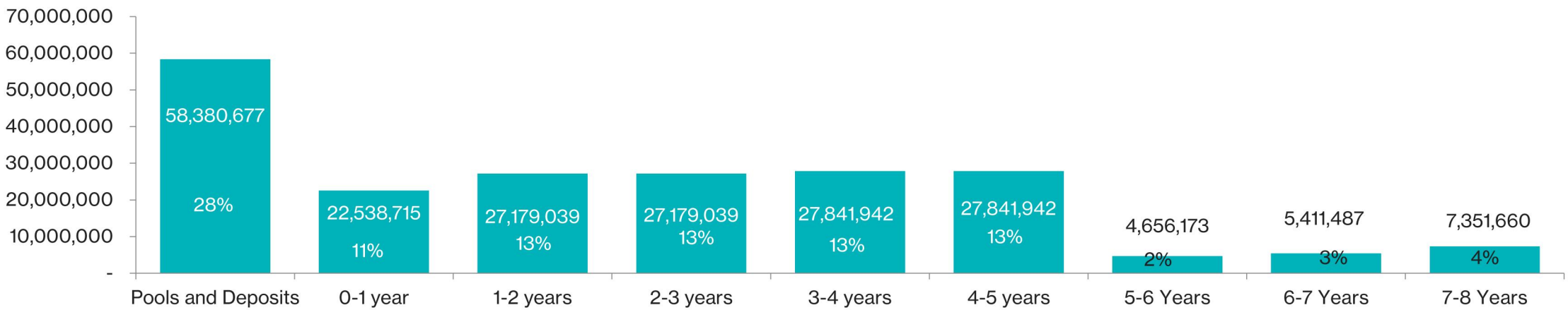
Portfolio

Pools and Deposits	$58,380,677
Securities	$150,000,000
Total	$208,380,677

Sample Asset Allocation



Sample Maturity Distribution



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SOURCE:

Attachment: Meeder Presentation (10466 : Approve contract with Meeder Public Funds,

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Fee Structure

ASSETS UNDER MANAGEMENT	INVESTMENT ADVISORY FEE
$0 - $25,000,000	0.10%
$25,000,000 - $50,000,000	0.08%
$50,000,000 - $100,000,000	0.06%
Over $100,000,000	0.04%

Fees subject to $15,000 minimum per year.

For those clients who utilize Meeder's Preferred Custodians, fees may be credited in an amount equal to the custodial fee up to a maximum annual credit of 0.01%.

The investment advisory fee shown above is inclusive of all fees associated with the management of this account and the services listed below.

Includes:

- Investment Policy Review
- Cash Flow Analysis
- Portfolio Management
- Reconciliation
- Reporting – Monthly, Quarterly, Annual
- Best Execution
- Compliance Monitoring
- Credit Analysis
- Online Portal
- Meetings
- Staff Training/Education

Attachment: Meeder Presentation (10466 : Approve contract with Meeder Public Funds,

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Implementation Outline

The below implementation outline details an approximate timeline of tasks and responsibilities for what can be expected at the start of the engagement as well as ongoing.

		RESPONSIBILITY	
FROM SIGNED CONTRACT		(County of Colusa)	MEEDER
Weeks 1 – 2	Execute Investment Agreements/Documents	✓	✓
	Meeting with the County to report and information deliverables	✓	✓
	Investment Policy review		✓
	Transfer of Assets Form » Custodian Transfer Assets In-Kind (may take up to three weeks)	✓	
	Provide historical cash flow information	✓	
	Historical cash flows analyzed		✓
	Provide current holdings/statement of positions	✓	
	Analysis of current portfolio		✓
	Meeder presents recommended strategy		✓
Monthly	Strategy calls/meetings to discuss economic/market conditions, portfolio structure/composition, strategy, California Code changes, and other pool related items		✓
Quarterly	Strategy meetings with the County		✓

REPORTING	CADENCE
Holdings Statement	Monthly
Transaction Summary	Daily/Monthly
Economic/Portfolio Update	Quarterly
GASB Reporting Assistance	Annually
Staff Training/Education	Annually

Attachment: Meeder Presentation (10466 : Approve contract with Meeder Public Funds,

Disclosures

PAST PERFORMANCE IS NOT INDICATIVE OF FUTURE RESULTS.

Opinions and forecasts regarding markets, securities, products, portfolios or holdings are given as of the date provided and are subject to change at any time. No offer to sell, solicitation, or recommendation of any security or investment product is intended. Certain information and data has been supplied by unaffiliated third-parties as indicated. Although Meeder believes the information is reliable, it cannot warrant the accuracy, timeliness or suitability of the information or materials offered by third-parties.

Net interest income is illustrated net of investment advisory fees proposed for the assets under management. Fees are illustrated at the rate of 0.10% for the first $25,000,000 under management, 0.08% for sums $25,000,000 to $50,000,000, 0.06% for sums $50,000,000 to $100,000,000, and 0.04% for sums over $100,000,000. Investment advisory fees listed are inclusive of the custody fees.

Estimates and illustrations of expected yield for illustrated portfolios is hypothetical in nature, does not reflect actual investment results, and does not guarantee future returns. Hypothetical illustrations are offered to illustrate the yield expected from classes of securities and do not reflect actual securities available for investment. Estimates of current yield are generated from indexes and other information deemed by the adviser to provide a reliable estimate of the current yield available from investments in that asset class. Securities indices are unmanaged and investments cannot be made directly in an index. Yield assumptions were developed with the benefit of hindsight and the securities purchased for such an account may generate more or less than the illustrated yield.

Investment advisory services provided by Meeder Public Funds, Inc.

MEEDER

Meeder Public Funds

6125 Memorial Drive
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901 Mopac Expressw
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120 North Washington
Square, Suite 300,
Lansing, Michigan, 48

111 West Ocean Blvd.,
Floor Long Beach, CA
90802

222 Main Street, 5th
Floor, Salt Lake City, U
84101

10655 Park Run Drive,
Suite 120, Las Vegas,
89144

meederpublicfunds.c

866.633.3371

Attachment: Meeder Presentation (10466 : Approve contract with Meeder Public Funds,



MeederPublicFunds.com

Attachment: Meeder Presentation (10466 : Approve contract with Meeder Public Funds,

COUNTY OF COLUSA, CA

6.1

Request For County Board of Supervisors Action

MEETING DATE: May 6, 2025

DEPARTMENT: Behavioral Health

FROM: Jayro Pina

SUBJECT: Adopt a Proclamation proclaiming May 2025 as Mental Health Matters Month.

Adopt a Proclamation proclaiming May 2025 as Mental Health Matters Month.

Detailed Description/Background of request

Every day, millions of people face stigma related to mental illness, causing many to face their mental health challenges for years without help. Each May, Mental Health Awareness Month provides the opportunity for everyone to come together to illuminate mental health awareness in an effort to stop the stigma. Bringing forth this awareness is crucial to helping people reach out for the assistance they deserve.

To stand in solidarity with cities and counties across California to stop the stigma surrounding mental health, we are requesting that Colusa County adopt the following resolution to recognize May 2025 as Mental Health Awareness Month in our community. By officially recognizing May as Mental Health Awareness Month, we believe we can help unite our community members and Californians throughout the state with a shared vision of improved mental health and equality.

An often overlooked population that we would like to highlight this year are those individuals that are justice involved. People with mental illness deserve help, not handcuffs. Yet people with mental illness are overrepresented in our nation's jails and prisons. We need to reduce criminal justice system involvement and increase investments in mental health care.

This is a time to amplify the voices of all people who want to put an end to the stigma and create a community where everyone feels comfortable reaching out for help. We believe taking this step to declare May as Mental Health Awareness Month in our community will show that Colusa County is an ally and supportive leader in these efforts.

Prior Board Action

Annual proclamation adopted.

Fiscal Impact/Funding Source

None.

Action for the Clerk
Per email from Jayro on 4/25/25 Mr. Hobson is working on a Presentation. Place on Agenda as a numbered item.
Please get signature and adopt proclamation. Send copy Jeannie Armstrong.

ATTACHMENTS:

- May is Mental Health Matters Month_2025 (DOCX)
- 05-06-25 Proclamation May Mental Health Matters Month (DOCX)

May is Mental Health Awareness Month

Dear Colusa County Board of Supervisors,

Every day, millions of people face stigma related to mental illness, causing many to face their mental health challenges for years without help. Each May, Mental Health Awareness Month provides the opportunity for everyone to come together to illuminate mental health awareness in an effort to stop the stigma. Bringing forth this awareness is crucial to helping people reach out for the assistance they deserve.

To stand in solidarity with cities and counties across California to stop the stigma surrounding mental health, we are contacting you to request that Colusa County adopt the following resolution to recognize May 2025 as Mental Health Awareness Month in our community. By officially recognizing May as Mental Health Awareness Month, we believe we can help unite our community members and Californians throughout the state with a shared vision of improved mental health and equality.

An often overlooked population that we would like to highlight this year are those individuals that are justice involved. People with mental illness deserve help, not handcuffs. Yet people with mental illness are overrepresented in our nation's jails and prisons. We need to reduce criminal justice system involvement and increase investments in mental health care.

This is a time to amplify the voices of all people who want to put an end to the stigma and create a community where everyone feels comfortable reaching out for help. We believe taking this step to declare May as Mental Health Awareness Month in our community will show that Colusa County is an ally and supportive leader in these efforts.

We hope you will join us in raising awareness and putting an end to the stigma.

Attachment: May is Mental Health Matters Month_2025 (10449 : Mental Health Matter Proclamation 2025)

PROCLAMATION OF THE COLUSA COUNTY BOARD OF SUPERVISORS PROCLAIMING

.....

WHEREAS, about 2 million times each year, people with serious mental illness are booked into jails often for reasons related to the symptoms of their untreated condition. About 2 in 5 people who are incarcerated have a history of mental illness. An estimated 4,000 people with serious mental illness are held in solitary confinement inside U.S. prisons;

WHEREAS, 70% of youth in the juvenile justice system have a diagnosable mental health condition. Youth in detention are 10 times more likely to suffer from psychosis than youth in the community;

WHEREAS, less than half of people (45%) with a history of mental illness receive mental health treatment while held in local jails, and suicide is the leading cause of death for people held in local jails;

WHEREAS, we promote the collaboration between county departments such as Behavioral Health, Sheriff's Department, District Attorney, and Probation to improve the treatment and care of individuals who have a mental health conditions that are currently justice involved;

WHEREAS, we support connecting individuals who are discharged from jail to behavioral health services when needed to improve reintegration into the community and reduce recidivism;

WHEREAS, we oppose the criminalization of mental illness and work to ensure that every person is met with a response that preserves their health, well-being and dignity;

WHEREAS, May is recognized nationally as Mental Health Awareness Month, providing an opportunity to raise awareness, combat stigma, and promote mental health resources for all members of our community;

NOW, THEREFORE, BE IT PROCLAIMED, that the Colusa County Board of Supervisors hereby recognizes May 2025 as Mental Health Awareness Month.

I encourage all residents of Colusa County to:

- Educate themselves about mental health conditions, treatment options, and available resources
- Challenge stigma by speaking respectfully and inclusively about mental health
- Seek help if they are struggling with their mental health and encourage others to do the same
- Support organizations that provide mental health services and advocacy

PASSED AND ADOPTED this 6th day of May, 2025.

_____

Daurice Kalfsbeek Smith, Board Chair
Colusa County Board of Supervisors

Attachment: May is Mental Health Matters Month_2025 (10449 : Mental Health Matter Proclamation 2025)

PROCLAMATION OF THE COLUSA COUNTY BOARD OF SUPERVISORS PROCLAIMING MAY 2025 AS MENTAL HEALTH MATTERS MONTH

WHEREAS, about 2 million times each year, people with serious mental illness are booked into jails often for reasons related to the symptoms of their untreated condition. About 2 in 5 people who are incarcerated have a history of mental illness. An estimated 4,000 people with serious mental illness are held in solitary confinement inside U.S. prisons;

WHEREAS, 70% of youth in the juvenile justice system have a diagnosable mental health condition. Youth in detention are 10 times more likely to suffer from psychosis than youth in the community;

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WHEREAS, we oppose the criminalization of mental illness and work to ensure that every person is met with a response that preserves their health, well-being and dignity;

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- Challenge stigma by speaking respectfully and inclusively about mental health
- Seek help if they are struggling with their mental health and encourage others to do the same
- Support organizations that provide mental health services and advocacy

PASSED AND ADOPTED this 6th day of May, 2025.

_____

Daurice Smith, Chair
Colusa County Board of Supervisors

Attachment: 05-06-25 Proclamation May Mental Health Matters Month [Revision 1] (10449 : Mental Health Matter Proclamation 2025)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: May 6, 2025

DEPARTMENT: Behavioral Health

FROM: Jayro Pina

SUBJECT: Presentation on Jail Based Behavioral Health Care.

Presentation on Jail Based Behavioral Health Care.

Detailed Description/Background of request

On March 12, 2024 the Colusa County Department of Behavioral Health presented to the Board of Supervisors the numerous changes to the behavioral health landscape throughout California. On April 8, 2025, your Behavioral Health Department presented on a new Medi-Cal benefit titled 24/7 Mobile Crisis Services and its successful implementation. The department would like to update the Board of Supervisors on the implementation of the 90 day Jail-In Reach Program initiative from the Department of Health Care Services (DHCS). The department has successfully developed and implemented a continuum of care within the correctional facility that meets all DHCS requirements, Title 15 requirements, and is preparing to earn accreditation from the National Commission of Correctional Health Care.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

None.

COUNTY OF COLUSA, CA 6.3

Request For County Board of Supervisors Action

MEETING DATE: May 6, 2025

DEPARTMENT: Behavioral Health

FROM: Jayro Pina

SUBJECT: **Approve out-of-state travel for two (2) Behavioral Health staff members, Mayra Puga and Cesar Perez, from August 6-10, 2025 to attend the 2025 National Latino Behavioral Health Association Conference located in Albuquerque, New Mexico, from August 7-9, 2025.**

Approve out-of-state travel for two (2) Behavioral Health staff members, Mayra Puga and Cesar Perez, from August 6-10, 2025 to attend the 2025 National Latino Behavioral Health Association Conference located in Albuquerque, New Mexico, from August 7-9, 2025.

Detailed Description/Background of request:

The National Latino Behavioral Health Association (NLBHA) will host the 2025 National Latino Behavioral Health Conference in Albuquerque, New Mexico. The conference will be held from August 7 through August 9, 2025.

The 2025 National Latino Behavioral Health Conference will provide the best and most effective interventions and knowledge in Latino behavioral health, including Community-Defined Evidence Practices, Evidence-Based Practices, promising approaches, and traditional healing practices, to expand and strengthen the toolbox of methods, programs, and practices serving Latino communities across the U.S.

The information attained by Behavioral Health staff attending this conference will provide insight into the latest research, resources and culturally relevant practices for the Latino community. The knowledge can improve staff's ability to offer more effective and culturally competent care to our Latino population. The attending staff will disseminate what they have learned at the Cultural Competency Committee (CCC) meeting following the conference on August 28, 2025.

Behavioral health requests the out-of-state travel request be approved from August 6 through August 10, 2025 due to the length of travel time and the conference schedule.

Prior Board Action:

None.

Fiscal Impact/Funding Source:
Regular Conference Registration $900
Hotel Reservations $169.00 per night= $676 plus taxes

276-53250-276-7270 Budgeted

Estimated total cost $4,600

Action for the Clerk:

None.

ATTACHMENTS:

- 2025 NLBHA Conference Workshop Schedule (PDF)

NLBHA 2025 Conference Workshop Sessions - Albuquerque, NM

Name	Date	Start
La Cultura Cura: Nahui Ollin Wellness Program, **Presented by Lydia Zulema Martinez Vega, MFTi***	Thursday, August 7	10:15 AM
SPANISH - Modelo de Atención Integrada para la Comunidad Latina en el Condado de Harris: Utilizando la Memoria Oral en el Trabajo Micro Social para Promover el Compromiso Cívico. **Presentado por Jairo Nicolalde Navarrete, Historiador y Karen Guevara, MSW**	Thursday, August 7	10:15 AM
Suicide Prevention and Loss Support in Hispanic Communities, **Presented by Erin Clayborne, B.A.**	Thursday, August 7	10:15 AM
The Ofrenda of Community Care: The Self in the Collective, **Presented by Blanca Valentin, LMHC and Brenda Quiñonez-Cortés, LCSW - *NLBHA Affliate - El Puente de Encuentros**	Thursday, August 8	11:15 AM
SPANISH - Familias al Rescate: Estrategias para Reducir Riesgos, **Presentado por Karla Castro-Soto, M.S., MFT y Cesar Bravo Wolfe LICSW, MSSW**	Thursday, August 7	10:15 AM
Adaptations to Bootcamp Translation: a culturally responsive approach, **Presented by Christina Lopez-Gutierrez, B.A. and Liz Lilliot Gonzalez, Ph.D.**	Thursday, August 7	10:15 AM
SPANISH - "Soy una persona en recuperación": una demostración de la efectividad de un apoyo entre pares ("I am a person in recovery": a demonstration of the effectiveness of peer support), **Presentado por Natanael Choi, MSW**	Thursday, August 7	10:15 AM
The Ripple Effect of Addiction: Understanding Multiple & Secondary Losses, **Presented by Elizabeth Robles, LPC, CT, FT**	Thursday, August 7	10:15 AM
Immigration Law Special Event Session – Panel Participants – Moderated by **NLBHA Board Member**	Thursday, August 7	10:15 AM
Peer/Persons in Recovery Special Event Session – Panel Participants, **Ralph Martinez, and Chef Fernando Ruiz, Moderated by Melisha Montano**	Thursday, August 7	10:15 AM
Integrating Culture and Play: Adapting Play Therapy to support Hispanic Latino Youth, **Presented by Justina Sanchez, LPCC, RPT**	Thursday, August 7	2:30 PM
Turning Diagnosis into Superpower: A Transformative Journey **Presented by Raphaella Silva, Life Coach**	Thursday, August 7	2:30 PM

Attachment: 2025 NLBHA Conference Workshop Schedule [Revision 1] (10458 : Out-of-State Travel Request)

Empowering Communities: Substance Use Prevention through Connecting Our Voices, **Presented by J. Rocky Romero, DSW, LMSW, Delubina Montoya, BAIS and Elizabeth Rodriguez Diaz, BA**	Thursday, August 7	2:30 PM
SPANISH - El Rol Transformador de los TCS Especializados en Salud Mental y Adicciones, **Presentado por Evylegna Marie Rodríguez, Psicologa Especialidad en Psicología Comunitaria**	Thursday, August 7	2:30 PM
A Call to Mental Health Providers: Protecting Undocumented Immigrants Amidst the Trump 2.0 Administration, **Presented by Mayra Barragan-O'Brien, LMFT**	Thursday, August 7	2:30 PM
Buenos Modales y Buenas Costumbres: Personal and Communitarian Wellbeing from a Hispanic Perspective, **Presented by Enrique López-Escalera, MSW**	Thursday, August 7	2:30 PM
Viva la Evaluación: Culturally Tailored Evaluation Practices for Latinx Populations in Community Settings, **Presented by Yolanda Rodriguez, Ph.D. and Arnold Amador, M.S.**	Thursday, August 7	2:30 PM
State Local Government Panel Special Event Session – Moderated by **Dr. Wayne Lindstrom** – Panel Participants, TBD	Thursday, August 7	2:30 PM
Faith Community Panel Special Event Session – Moderated by **Dr. Ana Chavez-Mancillas – Panel Participants, Dr. Pablo Juarez, Fr. Jose Vigil, and Chaplain Jose Villegas**	Thursday, August 7	2:30 PM
Panel Session - Rumbo and Compás: Technology to overcome barriers to care for Spanish-speaking Latinos in the US - Panel Workshop, **Presented by Liz Lilliot Gonzalez, Ph.D. and William Campbell, Ph.D.**	Friday, August 8	10:15 AM
SPANISH - Modelo de "Compañeras de Bienestar Emocional", **Presentado por Elena Aranda, Psicoterapeuta. Maestria en Psicologia Clínica**	Friday, August 8	10:15 AM
Medical Respite – A Bridge Between Homelessness and Hospitals, **Presented by Beverly Raudales, M.D. and Illsye Kaplan, B.A.**	Friday, August 8	10:15 AM
Co-Developing and Implementing a Promotore Curriculum: Program for Education in Drugs and Alcohol for Latine (PEDAL), **Presented by Triveni DeFries, M.D., MPH and Martin Marlene, M.D.**	Friday, August 8	10:15 AM

Attachment: 2025 NLBHA Conference Workshop Schedule [Revision 1] (10458 : Out-of-State Travel Request)

SPANISH - La familia como Agente de Cambio: Cerrando las Brechas en el Acceso a los Servicios de Uso de Sustancias en la Comunidad Latina **Presentado por Yoyce Geronimo Galvan, MA y Jill Plevan, LCSW LAc**	Friday, August 8	10:15 AM
Improving Latine Well-Being: Culturally Focused, Integrated Behavioral Health for Latine Individuals with Mental Health and Substance Use Disorders, **Presented by Micaurys Guzman, MSW and Melinda D'Ippolito, LICSW, MPH**	Friday, August 8	10:15 AM
Panel Session - Empowering Recovery: Peer-to-Peer Support in Hispanic and Latino Communities, **Presented by Haner Hernandez, Ph.D., CPS, CADCII, LADCI and Angelo Lagares, Peer Recovery Support Specialist**	Friday, August 8	10:15 AM
Thanatology Special Event Session – **Elizabeth Robles, Licensed Clinician, Moderated by Dr. Jesse Rocky Romero**	Friday, August 8	10:15 PM
Spanish Language Panel Special Event Session on Immigrant Well-being – **Moderated by Dr. Ana Chavez-Mancillas – Panel Participants, Dr. Cristina Rabadan-Diehl and a Representative from the Mexican Consulate of Albuquerque, New Mexico.**	Friday, August 8	10:15 PM
2025 - The "Chancla" Made Me Do It! Propelling Cultural Values Towards Professional Excellence, **Presented by Margarita Ochoa Smith, LPC-S, LCDC, ADC, ICADC**	Friday, August 8	1:15 PM
SPANISH - Prevención del suicidio en jóvenes Latinos - Enfoque cultural y colaboración comunitaria, **Presentado por Angelica Espinal-Garcia, MPH, MCHES**	Friday, August 8	1:15 PM
Navegando Identidad y Cultura: Balancing Latina Women's Experiences at the Intersection of Womanhood and Motherwork, **Presented by Yolanda Rodriguez, Ph.D.**	Friday, August 8	1:15 PM
A New Health Model: Merging Curanderismo Traditional healing & Modern Medicine, **Presented by Mario Esteban del Angel Guevara, Ph.D. and Cheo Torres, Professor Emeritus**	Friday, August 8	1:15 PM
En Tiempos Difíciles: Harnessing Latino Cultural Strengths to Foster Unión, **Presented by Adrian Lira, PhD, LPC-S**	Friday, August 8	1:15 PM

Attachment: 2025 NLBHA Conference Workshop Schedule [Revision 1] (10458 : Out-of-State Travel Request)

SPANISH - Guía de Pares: Prevención de Sobredosis y Equidad en Salud a través del Coaching entre Pares en Español, **Presentado por Alexander Fidalgo, CARC, CHW, TACIII**	Friday, August 8	1:15 PM
Panel Session - Pioneers of Change: Strategies, Triumphs, and Barriers in Latine Behavioral Health Outreach, **Presented by Devan Diaz, Community Outreach Specialist**	Friday, August 8	1:15 PM
The Power of Ancestral Wisdom and Art as Medicine: Participatory Research Strategies for Cultivating Health and Healing among Diverse Latino Communities – **Moderated by Dr. Susie Villalobos – Panel Participants, Presenters: Fabiola Rodriguez, Infinite Consulting, LLC; Anabel Canchola, AM Wellness, LLC; Roger Montoya, Moving Arts Espanola and Lisa Cacari Stone, University of New Mexico**	Friday, August 8	1:15 PM
Traditional Practices Panel Special Event Session – **Moderated by Dr. Mercedes Martinez – Panel Participants, Jerry Tello, National Compadre Network and additional guest TBD.**	Friday, August 8	1:15 PM
Panel Session -The Importance of Mentorship and Sponsorship: Building a Pipeline of Latinx/e Social Workers, **Presented by Erica Sandoval, LCSW and Jessica Flores, LMSW, MPS**	Saturday, August 9	10:15 AM
988 Outreach: From Awareness to Action in Crisis Response), **Presented by Alejandra Vargas, MSW**	Saturday, August 9	10:15 AM
SPANISH - Desarrollo de la capacidad de la fuerza laboral para el rescate de sobredosis en Massachusetts: implementación de capacitación mediante un marco de equidad en salud, **Presentado por Alexander Fidalgo, CARC, CHW, TACIII y Lauren Bard, MS, LSW**	Saturday, August 9	10:15 AM
SPANISH - Uniendo Culturas: Adolescentes y el Camino de la Aculturación, **Presentado por Raquel Gutierrez, LCSW y Maria Gonzales, LCSW**	Saturday, August 9	10:15 AM
Protecting Latino Youth from THC: Actionable Strategies, Solutions, and Effective Responses, **Presented by Julie Dreifaldt, B.A.**	Saturday, August 9	10:15 AM
Introduction to health and wellness through Art and keeping families safe, **Presented by Julie Priego, M.S. and Marisela Gutierrez, Certified Community Health Worker**	Saturday, August 9	10:15 AM

Attachment: 2025 NLBHA Conference Workshop Schedule [Revision 1] (10458 : Out-of-State Travel Request)

Building a Continuum of Care: The Gateway Center Model for Supporting Unhoused and Behavioral Health Needs in Albuquerque, **Presented by Gilbert Ramirez, MSW, LCSW**	Saturday, August 9	10:15 AM
Oltia Xochitl, Resilient Flower, Nuestra Cultura, Our Survival, Presented by Usiel Barrios, NPL - *NLBHA Affililiate - Amistades, Inc.	Saturday, August 9	10:15 AM
Naturopathic **Special Event Presentation Session** – Participants, Dr. Estrella Sandoval-Becker and representatives from the State Naturopathic Association	Saturday, August 9	10:15 AM
SPANISH - Valle Verde: Programa de Concienciación del Bienestar Emocional para Hispanohablantes. **Presentado por Alicia Ramirez, CHW, PWS, y Joel Pelayo CHW**	Saturday, August 9	1:15 PM
Traditional Healing Interventions in Mental Health and Community Work, **Presented by Diana Franco, DSW, LCSW-R (NY), LISW/LCSW (NM) and Justina Saavedra, MS**	Saturday, August 9	1:15 PM
SPANISH - ¡Empieza tu autocuidado!, **Presentado por Mayra Reyes, Psicoterapeuta & Embajadora de la Risa**	Saturday, August 9	1:15 PM
SPANISH - Utilizando la Cultura y Lingüística en al tratamiento de las adicciones, **Presentado por Salvador Amezola, CADCII, QMHAI, CGAC-R**	Saturday, August 9	1:15 PM
SPANISH - Mente y Emociones en Equilibrio, **Presentado por Yesenia Ramirez, Life Coach**	Saturday, August 9	1:15 PM
Building Integrated Care Models: Advancing Bi-Directional Behavioral Health and Medical Care in Community-Based Settings, **Presented by Mario Paredes, MA, MNP,M.Ed. and J. Herrera Osorio, MBA Candidate, B.A. - *NLBHA Affiliate - Consejo Counseling and Referral Service**	Saturday, August 9	1:15 PM
Process Adaption of Recovery Efforts in the Latino Community, **Presented by Cynthia Munguia, MPA, CPRS and Edward Hovelman, Ph.DMD Education**	Saturday, August 9	1:15 PM
Supporting Latinx families in addressing societal risk factors for substance abuse, **Presented by Maurizio Guerrero, M.A.**	Saturday, August 10	1:15 PM
Special Event Session, Adan Baca and Santiago Baca	Saturday, August 9	1:15 PM

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Location
Enchantment A - 60
Enchantment B - 60
Enchantment C - 50
Fiesta 2 - 80
Enchantment D - 50
Enchantment E - 60
Enchantment F - 60
Fiesta 1 - 80
Fiesta 3 - 80
Whyte Room - 150
Enchantment A - 60
Enchantment B - 60

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Enchantment C - 50

Enchantment D - 50

Enchantment E - 60

Enchantment F - 60

Fiesta 1 - 80

Fiesta 3 - 80

Whyte Room - 150

Enchantment A - 60

Enchantment B - 60

Enchantment C - 50

Enchantment D - 50

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Enchantment E - 60

Enchantment F - 60

Fiesta 1 - 80

Fiesta 3 - 80

Whyte Room - 150

Enchantment A - 60

Enchantment B - 60

Enchantment C - 50

Enchantment D - 50

Enchantment E - 60

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Enchantment F - 60

Fiesta 1 - 80

Fiesta 3 - 80

Whyte Room - 150

Enchantment A - 60

Enchantment B - 60

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Fiesta 1 - 80

Fiesta 3 - 80

Whyte Room - 150

Enchantment A - 60

Enchantment B - 60

Enchantment C - 50

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Fiesta 1 - 80

Whyte Room - 150

Fiesta 3 - 80

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COUNTY OF COLUSA, CA

10.1

Request For County Board of Supervisors Action

MEETING DATE: May 6, 2025

DEPARTMENT: County Counsel

FROM: Ann Nordyke

SUBJECT: **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
California Government Code section 54956.8
Property: 199 E Webster St., Colusa, CA
Property owner: County of Colusa Proposed Purchaser: Colusa Medical Center Negotiators: County Administrative Officer and County Counsel Under negotiation: Price and Terms of Sale/Lease

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Negotiators: County Administrative Officer and County Counsel
Under negotiation: Price and Terms of Sale/Lease

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA

10.2

Request For County Board of Supervisors Action

MEETING DATE: May 6, 2025

DEPARTMENT: Board of Supervisors

FROM: Ann Nordyke

SUBJECT: CLOSED SESSION: PUBLIC EMPLOYMENT California Government Code 54957(b). Title: Public Works/Airport Operations Director.

CLOSED SESSION: PUBLIC EMPLOYMENT
California Government Code 54957(b). Title: Public Works/Airport Operations Director.

Detailed Description/Background of request

The Board will discuss candidates that were interviewed for the Public Works/Airport Operations Director positions.

Prior Board Action

None

Fiscal Impact/Funding Source

Action for the Clerk

None