Napa County

Board of Supervisors Chambers
1195 Third Street, Third Floor
Napa, CA 94559

Agenda

Tuesday, February 10, 2026
9:00 AM

Board of Supervisors Chambers
1195 Third Street, Third Floor

Board of Supervisors

Joelle Gallagher, District 1
Liz Alessio, District 2
Anne Cottrell, District 3
Amber Manfree, District 4
Belia Ramos, District 5

This is a simultaneous meeting of the Board of Supervisors of Napa County, Napa County Public Improvement Corporation, Silverado Community Services District, Monticello Public Cemetery District, In-Home Supportive Services Public Authority of Napa County, Lake Berryessa Resort Improvement District, Napa Berryessa Resort Improvement District, Napa County Housing Authority, and the Napa County Groundwater Sustainability Agency.

https://www.napacounty.gov/

GENERAL INFORMATION

The Board of Supervisors meets as specified in its adopted annual calendar on Tuesdays at 9:00 A.M. in regular session at 1195 Third Street, Suite 310, Napa, California 94559. The meeting room is wheelchair accessible. Assistive listening devices and interpreters are available through the Clerk of the Board of the Napa County Board of Supervisors. Requests for disability related modifications or accommodations, aids or services may be made to the Clerk of the Board's office no less than 72 hours prior to the meeting date by contacting (707) 253-4580.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Levine Act Compliance: The Levine Act (Government Code Section 84308) governs contributions in Board of Supervisor proceedings related to licenses, permits, or entitlements, as defined in the Act. Board members are prohibited from accepting contributions exceeding $500 from parties, their agents, or participants during such proceedings and for 12 months after a final decision. If a Board member received a contribution exceeding $500 within the past 12 months, disclosure is required on the record, and the member must not use their position to influence decisions. Parties and participants must disclose applicable contributions exceeding $500 on the record, providing the following: • Name of the party or participant and any other person making the contribution • The name of the recipient • The amount of the contribution; and • The date the contribution was made. This information does not constitute legal advice. Parties and participants are advised to consult their legal counsel for guidance on compliance.

PUBLIC COMMENT

The Board is here to listen to everyone who wishes to address them, but everyone has the responsibility to act in a civil manner. Please remember this meeting is being recorded and broadcast on live television. The County will not tolerate profanity, hate speech, abusive language, or threats. Also, while public input is appreciated, the Brown Act prohibits the Board from taking any action today on matters raised during public comment.

ON A MATTER ON THE AGENDA

Please proceed to the podium when the matter is called and, after receiving recognition from the Chair, give your name and your comments or questions. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the specific subject under discussion. Time limitations shall be at the discretion of the Chair or Board, but are generally limited to three minutes.

ON A MATTER NOT ON THE AGENDA OR ANY CLOSED SESSION AGENDA ITEM

Public comment is an opportunity for members of the public to speak on items that are not on the agenda but are within the subject matter jurisdiction of Napa County and its related districts and agencies. Public comment is generally limited to three minutes per speaker, subject to the discretion of the Chair. Comments should be brief and focused, and speakers should be respectful of one another who may have different opinions. Any comments on the closed session agenda shall be made during the time allotted for General Public Comment.

How to Watch or Listen to the Napa County Board of Supervisors Meetings

The Napa County Board of Supervisors will continue to meet pursuant to the annually adopted meeting calendar available at the following link:

https://www.napacounty.gov/1429/Meetings-Agendas-Calendars

The Board realizes that not all County residents have the same ways to stay engaged, so several alternatives are offered. Remote participation for members of the public is provided for convenience only. In the event that the remote participation options malfunction for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access.

Please watch or listen to the Board of Supervisors meeting in one of the following ways:

1. Attend in-person at the Board of Supervisors Chambers, 1195 Third Street, Napa Suite 305.
2. Watch via YouTube at https://www.youtube.com/@NapaCounty/streams.
3. Watch online at https://napa.legistar.com/Calendar.aspx (click the “In Progress” link in the “Video” column).
4. Watch on Napa Valley TV Channel 28.
5. Watch on Zoom via www.zoom.us/join (Meeting ID: 842-343-169) or listen on Zoom by calling 1-669-900-6833 (Meeting ID: 842-343-169).
6. To listen or watch in Spanish, please visit https://www.napacounty.gov/3723/Junta-de-Supervisores

If you are unable to attend the meeting in person and wish to submit a general public comment or a comment on a specific agenda item, please do the following:

1. Call the Board of Supervisors Public Comment Line at 707-299-1776 during the item on which you want to speak. Comments will be limited to three minutes, subject to the discretion of the Chair. If you cannot make the meeting, you may leave a comment by voice mail by calling the Public Comment Line before or after the meeting.

2. Email your comment to publiccomment@countyofnapa.org 24 hours in advance of the meeting to ensure that your comment will be shared with all members of the Board of Supervisors.

In the event of a telephone or email malfunction which prevents a member of the public from submitting or making a public comment remotely, the Board of Supervisors reserves the right to receive only those public comments made in person.

For more information, please contact the Clerk of the Board's office at 707-253-4580 or email clerkoftheboard@countyofnapa.org.

1. CALL TO ORDER; ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PET OF THE WEEK

A. Presentation of the Pet of the Week. (No Fiscal Impact) **26-57**

4. CONSENT CALENDAR

Auditor-Controller

A. Accept and file the quarterly report of cash and non-cash donations received for the quarter ended December 31, 2025. (Fiscal Impact: Increased Revenues, Discretionary) **26-243**

Attachments: Report

Clerk of the Board

B. Approval of minutes from the January 27, 2026 regular meeting and January 29, 2026 special meeting. (No Fiscal Impact) **26-88**

Attachments: January 27, 2026
January 29, 2026

C. Appoint Fabio Rodriguez to represent Chief of Police on the Napa County Community Corrections Partnership Executive Committee (CCP) with a term of office to commence immediately and expire on June 30, 2026. (No Fiscal Impact) **26-245**

Attachments: Rodriguez Application
Letter of Recommendation

D. Appoint Janet M. Upton to represent Alternate Public Member position, and reappoint Tim M. Borman, for a seventh term, to represent Public Member position, on the Napa County Fire Services Advisory Committee with terms of office to commence immediately and expire on September 30, 2027. (No Fiscal Impact) **26-266**

Attachments: Upton Application
Borman Application

E. Reappoint Teressa Foss, for a sixth term, representing County-At-Large with the term of office to commence immediately and expire September 30, 2028 and reappoint Jesse Petrick, for a third term, representing County-At-Large with the term of office to commence immediately and expire September 30, 2026 on the Napa County Arts and Culture Advisory Committee. (No Fiscal Impact) **26-267**

Attachments: Foss Application
Petrick Application

County Executive Office

F. Adopt a Resolution continuing the State of Local Emergency Due to Pervasive Tree Mortality. (No Fiscal Impact) **26-23**

Attachments: Resolution

G. Adopt a Resolution appending an addendum to the County of Napa Policy Manual, Section 31A, for Payment Card Information, and appointing the Treasurer-Tax Collector as the officer responsible for maintaining the security of payment card information received by the County. (No Fiscal Impact) **26-97**

Attachments: Resolution
Exhibit A - Clean
Exhibit B - Clean
Exhibit C - Redline

H. Approve for transmission a position letter in support of California Assembly Bill 35, related to climate bond rulemaking. (No fiscal impact.) **26-273**

Attachments: Draft Letter
AB 35 (as amended Jan. 14, 2026)

County Fire Department

I. Approve and authorize Amendment No. 2 to Agreement No. 230216B with H2O Partners, Inc., to extend to June 30, 2026, with no change in max compensation to complete the application for the Hazard Mitigation Grant Program Application 2025. (No Fiscal Impact) **26-253**

Attachments: Agreement

District Attorney

J. Adopt a Resolution authorizing the District Attorney to apply for, execute and sign grant subaward documents, including amendments, extensions and modifications, thereof, for the period of April 1, 2026 to March 31, 2028 for the Family Justice Center Program to serve victims of crime. (Fiscal Impact: $312,500 Revenue; General Fund; Budgeted; Discretionary) **26-217**

Attachments: Resolution

Elections

K. Adopt a Resolution authorizing Agreement No. 8705 with the California Secretary of State for Voting System Replacement Funds in the amount of $48,785 to reimburse cost of upgraded voting system. (Fiscal Impact: $48,785 Revenue; General Fund; Budgeted; Discretionary) **26-223**

Attachments: Resolution
Agreement

Health and Human Services Agency

L. Approve and authorize Agreement No. 260195B with Puertas Abiertas Community Resource Center; Agreement No. 260196B with Cope Family Center, Inc.; Agreement No. 260197B with UpValley Family Centers of Napa Valley, Inc.; and Agreement No. 260198B with Parents Child Advocacy Network for Fiscal Year 2025-2026 to provide outreach for and linkage to the Medi-Cal program and services as well as facilitate the Medi-Cal application process. (Fiscal Impact: $125,575 Expense; Health and Human Services Agency Fund; Budgeted; Discretionary) **26-17**

Attachments: Puertas Abiertas Agreement
Cope Agreement
UpValley Agreement
PCAN Agreement

M. Approve and authorize Amendment No. 1 to Agreement No. 250004B with Expressions of Hope upon approval through June 30, 2026, and each subsequent renewal, to increase the contract maximum by $100,000 for a new contract maximum of $285,953 per fiscal year to administer the County's Kinship Support Services Program. (Fiscal Impact: $285,953; Health and Human Services Agency Fund, Child Welfare Services; Budgeted; Discretionary) **26-37**

Attachments: Agreement

N. Approve and authorize Agreement No. 260277B with Department of Health Care Services for the term July 1, 2025 through December 31, 2031 for the provision of a zero-dollar Memorandum of Understanding agreement outlining the conditions for the use of property and vehicles. (No Fiscal Impact) **26-183**

Attachments: Agreement

Human Resources – Division of CEO's Office

O. Adopt a Resolution amending the Departmental Allocation List for the Treasurer-Tax Collector's Office. (Fiscal Impact: $49,518 Expense; General Fund; Not Budgeted; Discretionary) **26-87**

Attachments: Resolution

P. Adopt a Resolution amending the Table and Index of Classes and the Departmental Allocation List for the Treasurer-Tax Collector's Office and Human Resources, a Division of the County Executive Office, and appropriate personnel policies effective February 14, 2026, and approve a Budget Amendment for Fiscal Year 2025-2026. (Fiscal Impact: net zero; General Fund; Not Budgeted; Discretionary) [4/5 vote required] **26-250**

Attachments: Resolution
Exhibit B 37C-4 - Redline
Exhibit B 37C-4 - Clean

Napa Berryessa Resort Improvement District

Q. Approve and authorize Agreement Nos. 260289B, 260290B and 260291B (NBRID) with Pridmore Brothers Construction, Inc. for a total of $91,911 for urgent repairs made to water and sewer utilities. (Fiscal Impact: $91,911 Expense; Napa Berryessa Resort Improvement District Fund; Budgeted; Discretionary) **26-279**

Attachments: 260289B
260290B
260291B

Public Works

R. Approval of plans and specifications for the "Measure U Solano Avenue Pavement Repair Project," RDS 25-01 and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Public Contract Code section 20150.8. (No Fiscal Impact) **26-169**

S. Approve and authorize Amendment No. 4 to Agreement No. 240326B with TLCD Architecture for $69,220 for a new maximum of $671,576 for additional construction administration services in support of construction of the "Crisis Stabilization Unit (CSU) - Children's Services Expansion Project," PW 24-15. (Fiscal Impact: $69,220 Expense; Health and Human Services Fund; Budgeted; Discretionary) **26-178**

Attachments: Agreement

T. Approve and authorize Amendment No. 2 to Agreement No. 230361B with J.F. Brennan Company to increase the maximum compensation from $70,000 to $290,000 for maintenance, inspection, and repairs for the culverts and flap gates located on Milton Road and the Lake Marie reservoir located in the Skyline Wilderness Area. (Fiscal Impact: $220,000 Expense; Roads and General Funds; Budgeted; Discretionary) **26-186**

Attachments: Agreement

U. Accept a bequest in the amount of $125,000 from the John J. Vera and Antonette M. Vera Revocable Trust to the Napa County Animal Shelter, authorize the Chair to sign a letter of appreciation, and delegate the director of Public Works to sign any additional required documentation to accept the bequest. (Fiscal Impact: $125,000 Revenue; Animal Shelter Operations; Not Budgeted; Discretionary) **26-187**

Attachments: Letter of Appreciation

V. Approve and authorize Amendment No. 1 to Agreement No. 220316B with COAR Design Group Inc., increasing the amount of $200,000 for a new maximum of $500,000 per fiscal year, to provide technical and construction support services on various Napa County construction projects. (Fiscal Impact $300,000 Expense; Budgeted; Various Capital Improvement Project Budgets; Discretionary) **26-212**

Attachments: Agreement

W. Approve and authorize creation of Capital Improvement Project 26030 for the "2026 Road Striping Maintenance Project", RDS 26-17; and approve a budget amendment. (Fiscal Impact: $250,000 Expense; SB-1 Non-Operating Special Revenue Fund; Not Budgeted; Discretionary). [4/5 vote required] **26-218**

X. Approve the Plans and Specifications for the "South Campus Building 4 HVAC Upgrades Project" and authorize to advertise for sealed bids, and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code and approve and authorize the Chair to sign the Community Workforce Agreement with the Napa-Solano Building and Construction Trades Council for the South Campus Building 4 HVAC Upgrades Project.. (No Fiscal Impact; Discretionary) **26-247**

Attachments: Agreement
Budget Summary

Y. Adopt a Resolution temporarily closing portions of Silverado Trail, Oak Knoll Avenue, Big Ranch Road, and El Centro Avenue from 7:00 A.M. to 1:30 P.M. on Sunday, March 1, 2026, for the 47th Annual Kaiser Permanente Napa Valley Marathon & Half Marathon. (No Fiscal Impact, Discretionary) **26-252**

Attachments: Resolution
Letter to Residents
Course Maps

Z. Approve and authorize creation of Capital Improvement Project 26022 for the "Hall of Justice Improvements Project" PW 26-19; and approve a Budget Amendment for design, plans specifications, project bidding services, and construction costs. (Fiscal Impact: $1,000,000 Expense; Capital Improvement Fund; Not Budgeted; Discretionary) [4/5 vote required] **26-261**

Attachments: Budget Summary

5. PUBLIC COMMENT

For all matters not listed on the agenda but within the jurisdiction of the Board of Supervisors, Special Districts and any Closed Session agenda item. (see page 1)

6. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

7. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDAR

8. ADMINISTRATIVE ITEMS

County Executive Office

A. Discuss and approve for transmission a position letter in support of California Senate Bill 299, related to CEQA review of proposed child care facilities. (No Fiscal Impact) **26-275**

Attachments: Draft Letter
SB 299 (as amended Jan. 14, 2026)

B. Approve and adopt a Resolution amending Napa County Policy Manual, Part 1, Section 8, and approve and adopt a list of proclamations slated for presentation in 2026. (No Fiscal Impact) **26-214**

Attachments: Resolution
Annual Proclamations
Exhibit A (Redline)
Exhibit B (Clean)

Health and Human Services Agency

C. Receive a presentation on the Health and Human Services Agency's Be Well Mobile Services programming and impact in the first four months of operation. (No Fiscal Impact) **26-258**

9. PUBLIC HEARINGS

Planning, Building and Environmental Services (PBES)

A. Adopt an Ordinance of the Napa County Board of Supervisors, State of California, amending Chapter 18.118 (Water Conservation Regulations for Landscape Design) of Title 18 (Zoning) of the Napa County Code to achieve consistency with the California Code of Regulations Title 23, Division 2, Chapter 2.7 Model Water Efficient Landscape Ordinance and repeal Resolution No. 92-161 establishing the existing Water Conservation in Landscape Guidelines. (No Fiscal Impact) **26-109**

Attachments: Ordinance - Redlined
Ordinance - Clean
Resolution No. 92-161 and Landscape Guidelines
Planning Commission Recommendation - Proposed Zoning Text Amendment 18.118

10. CLOSED SESSION

A. Conference with Legal Counsel - Existing Litigation (Government Code Section 54956.9(d)(1))(3 Cases) **26-265**

Name of Case: Napa County and the People of the State of California ex rel. Sheryl L. Bratton v. Hoopes Family Winery Partners, LP, Hoopes Vineyard, LLC, and Lindsay Blair Hoopes; Napa Superior Court Case No. 22CV001262; California Court of Appeal, First District, Case No. A175111

Name of case: Hoopes Vineyard LLC, Summit Lake Vineyards & Winery LLC, and Cook's Flat Associates v. County of Napa; United States District Court, Northern District of California, Case No. 3:24-cv-6256; United States Court of Appeal, Ninth Circuit, Case No. 25-3903

Name of Case: Tamara Anne Dreyer v. County of Napa Public Works, et al.; Napa Superior Court Case No. 25CV000100.

B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54957) **26-284**

11. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, MARCH 10, 2026 AT 9:00 A.M.

I HEREBY CERTIFY THAT THE AGENDA FOR THE ABOVE STATED MEETING WAS POSTED AT A LOCATION FREELY ACCESSIBLE TO MEMBERS OF THE PUBLIC AT THE NAPA COUNTY ADMINISTRATIVE BUILDING, 1195 THIRD STREET, NAPA, CALIFORNIA ON FRIDAY, FEBRUARY 6, 2026 BY 5:00 P.M. A HARDCOPY SIGNED VERSION OF THE CERTIFICATE IS ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS AND AVAILABLE FOR PUBLIC INSPECTION.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-57

TO: Board of Supervisors

FROM: Ryan J. Alsop, County Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: Pet of the Week

RECOMMENDATION

Presentation of the Pet of the Week. (No Fiscal Impact)

1195 THIRD STREET
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NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-243

TO: Board of Supervisors
FROM: Tracy A. Schulze, Auditor-Controller
REPORT BY: Christine Hernandez, Deputy Auditor-Controller
SUBJECT: Donations Report for the Quarter Ended December 31, 2025

RECOMMENDATION

Accept and file the quarterly report of cash and non-cash donations received for the quarter ended December 31, 2025. (Fiscal Impact: Increased Revenues, Discretionary)

BACKGROUND

On July 29, 2025, the Napa County Board of Supervisors (Board) adopted Resolution No. 2025-80, which consolidated, updated, and in part superseded Napa County Resolutions Nos. 99-56, 05-40, 06-120, and 08-171. The consolidated resolution delegates authority to accept donations to Department Managers, Department Heads, and the Board, as appropriate.

Pursuant to the resolution, the Auditor-Controller is responsible for compiling, on behalf of the Board, a quarterly report summarizing donations received by County departments. Each department provides data describing the source and value of donations received during the reporting period. The Auditor-Controller then aggregates and submits this information to the Board at least quarterly.

The Internal Audit Division of the Auditor-Controller's Office (Internal Audit) has prepared the attached report based on department-submitted data, a review of Board agenda items approving donations, and deposits recorded to the County's general ledger. Internal Audit believes this report accurately reflects all donations received during the quarter.

For the quarter ended December 31, 2025, Napa County departments reported total cash and non-cash donations in the amount of $117,027. A breakdown of all known donations is included in the attached correspondence.

Requested Action: Accept and file the report.

FISCAL IMPACT

Is there a Fiscal Impact? Yes
Is it Mandatory or Discretionary? Discretionary
Discretionary Justification: Board approval is required to accept donations exceeding limits cited in the Resolution
Is the general fund affected? Yes
Future fiscal impact: Increased Revenue
Consequences if not approved: Funds will be returned to the donor(s)

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

A Tradition of Stewardship
A Commitment to Service

Auditor-Controller

1195 Third Street · Room B10
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4551
Fax: (707) 226-9065

Tracy A. Schulze
Auditor-Controller

January 22, 2026

Board of Supervisors
1195 Third Street, Room 301
Napa, CA 94559

Table A (attached) provides a listing of donations known to be received by Napa County Departments from October 1, 2025 – December 31, 2025. The information is based on an analysis of the general ledger, Napa County Board of Supervisors actions, and notifications sent to the Auditor-Controller's Office.

Cash Donations Reported to Auditor-Controller's Office	$	19,897
Cash Donations Reported to BOS		60,000
Cash Donations Not Yet Reported		11,600
Total Quarterly Cash Donations Reported	**$**	**91,497**
Total Non-Cash Donations Reported to Auditor-Controller's Office	**$**	**25,530**
Total Quarterly Donations	**$**	**117,027**

Respectfully,

Tracy A. Schulze
Auditor-Controller

Table A

Donations Reporting
For the Quarter Ended December 31, 2025

Donations Reported to Auditor-Controller's Office	**Amount**
Animal Shelter	$ 11,753
County Library	2,429
Health & Human Services Agency	3,489
Napa County Housing Authority	2,226
Subtotal	19,897
Donations Greater than $10,000 Requiring Board Approval	
County Library	
BOS Agenda # 25-1791 November 18, 2025	60,000
Health & Human Services Agency	
Accepted and Not Yet Reported to Board[1]	11,600
Subtotal	71,600
Total Cash Donations Received for Quarter Ended December 31, 2025	**$ 91,497**
Non-Cash Donations Reported for Quarter Ended December 31, 2025	
Animal Shelter	
Donation of Pet Food	8,273
Napa County Housing Authority	
Donation of Mattresses, Christmas Dinner & Gifts, Barn Owl Box Maintenance	17,257
Subtotal	25,530
All Known Donations for Quarter Ended December 31, 2025	**$ 117,027**

[1]$11,600 was donated to the County Children's Fund Trust on November 14, 2025. County policy requires that individual donations exceeding $10,000 receive Board of Supervisors approval prior to acceptance. In this instance, the donation was accepted and deposited before being presented to the Board for approval. This appears to be an isolated administrative oversight, as the Board approval process is typically followed. As of the date of this report, Health & Human Services Agency plans to present the donation to the Board of Supervisors for retroactive approval at a future meeting. Internal Audit recommends continued adherence to the County's Donation Policy to ensure Board approval is obtained prior to acceptance of future donations exceeding $10,000.

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Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-88

TO: Board of Supervisors
FROM: Neha Hoskins, Clerk of the Board
REPORT BY: Anthony Williams, Senior Deputy Clerk of the Board
SUBJECT: Approval of Minutes

RECOMMENDATION

Approval of minutes from the January 27, 2026 regular meeting and January 29, 2026 special meeting. (No Fiscal Impact)

Meeting Minutes

Napa County Board of Supervisors

Joelle Gallagher, District 1
Liz Alessio, District 2
Anne Cottrell, District 3
Amber Manfree, District 4
Belia Ramos, District 5

This is a simultaneous meeting of the Board of Supervisors of Napa County, Napa County Public Improvement Corporation, Silverado Community Services District, Monticello Public Cemetery District, In-Home Supportive Services Public Authority of Napa County, Lake Berryessa Resort Improvement District, Napa Berryessa Resort Improvement District, Napa County Housing Authority, and the Napa County Groundwater Sustainability Agency.

https://www.napacounty.gov/

Tuesday, January 27, 2026 **9:00 AM** **Board of Supervisors Chambers**
1195 Third Street, Third Floor

1. CALL TO ORDER; ROLL CALL

   Present: Chair Amber Manfree, Vice-Chair Liz Alessio, Supervisors Anne Cottrell, Joelle Gallagher, and Belia Ramos. The meeting was called to order by Chair Amber Manfree.

2. PLEDGE OF ALLEGIANCE

   Cope Family Center Executive Director Jeni Olsen led the assembly in the Pledge of Allegiance.

3. PET OF THE WEEK

   A. Presentation of the Pet of the Week. (No Fiscal Impact) 26-55

   Animal Shelter Supervisor Luis Ambriz presented the Pet of the Week (Doormouse).

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

Motion Text: **Approve the Proclamations and Commendations.**
Voting Yes: **Alessio, Cottrell, Gallagher, Ramos, and Manfree**
Voting No: **None**
Recusals: **None**
Result: **Passed**

A. Proclamation recognizing January 2026 as "Positive Parenting Awareness Month" in Napa County. (No Fiscal Impact) **26-99**

Supervisor Joelle Gallagher presented the proclamation.

Cope Family Center Executive Director Jeni Olsen received the proclamation and made presentation.

5. CONSENT CALENDAR

Motion Text: **Approve the Consent Calendar as amended.**
Voting Yes: **Ramos, Cottrell, Alessio, Gallagher, and Manfree**
Voting No: **None**
Recusals: **None**
Result: **Passed**

Agricultural Commissioner

A. Adopt a Resolution authorizing a waiver of the registration fee for any beekeeper, apiary owner, apiary operator, or person that is a hobbyist, not engaged in the business of beekeeping and possesses nine or fewer colonies. (No Fiscal Impact) **26-177**

Enactment No: **R-2026-03**

Auditor-Controller

B. Accept and file the Napa County Local Transportation Fund financial audit report for fiscal year ended June 30, 2025. (No Fiscal Impact, Mandatory) **26-199**

C. Accept and file the Appropriation Limit agreed-upon procedure report for fiscal year ended June 30, 2025. (No Fiscal Impact; Mandatory) **26-201**

D. Accept and file the Annual Comprehensive Financial Report (ACFR) and the Single Audit Report - Schedule of Expenditures of Federal Awards (SEFA), for fiscal year ended June 30, 2025. **26-202**

Clerk of the Board

E. Approval of minutes from the January 13, 2026 regular meeting. (No Fiscal Impact) **26-78**

F. Approve recently amended conflict of interest code for the Napa County Groundwater Sustainability Agency. (No Fiscal Impact) **26-120**

County Counsel

G. Approve and authorize Agreement No. 260256B with Logikcull Systems, Inc. for Logikcull Legal Hold software effective January 1, 2026 for a maximum compensation of $11,880 in Fiscal Year 2025-26. (Fiscal Impact: $11,800 Expense; General Fund; Budgeted; Discretionary) **26-195**

Enactment No: A-260256B

H. Approve and authorize Agreement No. 260276B with CivicPlus, LLC for Policy Manual site hosting and subscription supplement service. (Fiscal Impact: $29,240 Expense; General Fund; Budgeted; Discretionary) **26-198**

Enactment No: A-260276B

County Executive Office

I. Approve and authorize out-of-state travel for District 2 Supervisor Liz Alessio, District 3 Supervisor Anne Cottrell and District 5 Supervisor Belia Ramos to attend the National Association of Counties (NACo) Annual Legislative Conference in Washington, D.C. from February 17-24, 2026. (Fiscal Impact: $12,000 Expense; General Fund; Budgeted; Discretionary) **26-51**

J. Approve and adopt the 2026 Legislative & Regulatory platform, as amended by the Board at its regular meeting on January 13, 2026. (No Fiscal Impact) **26-194**

Item pulled for discussion. See Item 8.

County Fire Department

K. Approve and authorize a waiver of competitive bidding requirements, and approval of a single source award for the purchase of rescue tool equipment from Western Extrication Specialists for $127,278 pursuant to County Ordinance Code Section 2.36.090 and the County Purchasing Policy. (Fiscal Impact: $127,278 Expense; Fire Fund; Budgeted; Discretionary) **26-52**

Health and Human Services Agency

L. Adopt a Resolution approving the County's Mental Health Services Act Fiscal Year 2025-2026 Annual Update to the Three-Year Plan for Fiscal Year 2023-2024 to Fiscal Year 2025-2026. (No Fiscal Impact) **26-29**

Enactment No: **R-2026-04**

Information Technology Services – Division of CEO's Office

M. Accept a grant for $82,900 from the California Public Utilities Commission; approve and authorize Agreement No. 260218B with Napa Valley Unified School District/Napa Valley Adult Education; and approve the related Budget Amendment. (Fiscal Impact: $82,900 Revenue and Expense, Information Technology Services Fund, Not Budgeted, Discretionary). **26-36**
[4/5 vote required]

Enactment No: **A-260218B**

N. Accept a grant for $28,977 from the California Public Utilities Commission; and approve the related Budget Amendment. (Fiscal Impact: $28,977 Revenue and Expense, Information Technology Systems Fund, Not Budgeted, Discretionary) **26-41**
[4/5 vote required]

Library

O. Approve establishment of a change fund account for the Law Library in the amount of $60. (Fiscal Impact: $60 Expense; Library Fund; Not Budgeted; Discretionary) **26-171**

Napa County Housing Authority

P. Approve and authorize the Executive Director to sign Agreement No. 260177D (NCHA) with Personal Computing, Inc. (dba Valley Internet), for the installation, maintenance and management of a new Wi-Fi network for the Calistoga Farmworker Center; and approve a Budget Amendment. (Fiscal Impact $47,463, Housing Authority Fund, Not Budgeted, Discretionary) **26-04**
[4/5 vote required]

Enactment No: **A-260177D (NCHA)**

Q. Accept a donation in the amount of $152,698 from Cinco de Mayo Golf, Inc. (dba Napa Farmworker Center Alliance) to the Napa County Housing Authority for the farmworker centers; approve a Budget Amendment to appropriate the funds; and authorize the purchase of capital equipment (Fiscal Impact: $152,698 Expense and Revenue; Napa County Housing Authority Fund; Not Budgeted; Discretionary) **26-42**
[4/5 vote required]

Public Works

R. Approve and authorize creation of Capital Improvement Project 26022 for the "Hall of Justice Improvements Project" PW 26-19; and approve a Budget Amendment for design, plans specifications, project bidding services, and construction costs. (Fiscal Impact: $1,000,000 Expense; Capital Improvement Fund; Not Budgeted; Discretionary) [4/5 vote required] **26-26**

Item removed from agenda.

S. Accept and file a report on Space License and Lease Agreements executed by the Chief Executive Officer during the period July 1, 2025, through December 31, 2025, pursuant to Resolution No. 2018-36. (No Fiscal Impact) **26-27**

T. Award a Construction Contract for the Chiles Pope Valley Road Bridge Replacement RDS 15-23 Restoration and Monitoring Project to Empire Landscaping Inc.; approve and authorize the Director of Public Works to execute Contract Change Order No. 10 to Agreement No. 240254B with Gordon N. Ball, Inc., to increase the maximum compensation from $6,246,112 to $7,724,881; and approve a Budget Amendment. (Fiscal Impact: $1,007,704; Roads Fund; Not Budgeted; Discretionary) [4/5 vote required] **26-84**

U. Adopt two Resolutions, in accordance with Measure T funding requirements, confirming the commitment of funding for Class 1 bike paths and confirming that expenditures met the County's Maintenance of Effort requirements for Measure T funding for Fiscal Year 2024-25. (No Fiscal Impact; Discretionary) **26-100**

Enactment No: R-2026-05; R-2026-06

V. Approve a Budget Amendment for the "Cuttings Wharf, Sullivan and Admin Parking Lot Paving Project," PW 25-46. (Fiscal Impact: $80,000 Expense; Capital Improvement Projects Fund; Not Budgeted; Discretionary) [4/5 vote required] **26-102**

W. Award a Construction Contract to Thompson General Construction, doing business as Rubicon Builders, of Sonoma, CA, in the amount of $3,424,000 for the "Napa County 555 Gateway Drive and BHTC Improvements," PW 26-100 project; and approve a Budget Amendment. (Fiscal Impact $3,191,850 Expense; Health and Human Services Agency Fund; Not Budgeted; Discretionary) [4/5 vote required] **26-163**

6. PUBLIC COMMENT

One (1) person spoke during public comment.

7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

Supervisor Joelle Gallagher acknowledged the brutality and loss due to immigration enforcement. She urged members of the public to speak against these acts. She thanked the residents of Napa County who have participated in various displays of acknowledgement against these acts.

Vice-Chair Liz Alessio congratulated Jeni Olsen on becoming the Executive Director of Cope Family Center. She then reported on attending the Napa Chamber of Commerce reception where they released information on the Economic Development Strategy and requested the Board receive an economic update specific to Napa County from Dr. Robert Eyler. Next, Vice-Chair Alessio congratulated Supervisor Anne Cottrell on her job as a panelist for the Latino Leaders Roundtable event. Vice-Chair Alessio also attended the Cultivar 360 Academy graduation and congratulated the graduates. Next, she provided updates on the Marin Clean Energy (MCE) meeting, one being her appointment to the Finance Committee and secondly, the ad hoc Governance Assessment Committee where they discussed a review of the structure of the organization. Next, a referral was presented to the Chief Executive Officer (CEO) to come back with a letter of support for SB299 and have all Board Members sign it. Next, Vice-Chair Alessio reported on convening a roundtable event in support of utility companies working together while undergrounding. Next, she provided an update from the Napa Valley Transportation Authority (NVTA) meeting where she requested staff to come back with a pilot program for a Mobility Manager. Lastly, she reported on a book written by John S. McCormick titled "Chinese in Napa Valley: The Forgotten Community That Built Wine Country". There will be a documentary released on Monday, February 2, 2026 at 5:00pm at the Cameo Cinema movie theater in St. Helena, CA.

Supervisor Belia Ramos thanked Supervisor Joelle Gallagher for her comments and then reported on her moderation of a panel in collaboration with the League of Woman's Voters called "Building Bridges Not Barriers". During this panel they discussed the school district and nonprofit partners support for immigrant communities and providing safe paths. Supervisor Ramos then reported on being a Director at the Bay Area Latino Elected and Appointed Officials Organization and taking a trip to Stanford University where they heard about immigration policies and briefings and how they relate to local governments. Next, Supervisor Ramos congratulated Supervisor Anne Cottrell on her role as Second Vice-Chair of Rural County Representatives of California (RCRC). Next Supervisor Ramos invited the public to the Napa River Ecology Center Winter Open House from 4:00pm to 6:00pm on January 29, 2026. Also, the American Canyon Library is reopening on Saturday, January 31, 2026. Next, Supervisor Ramos noted her participation in the Wetlands Cleanup event in American Canyon and made a referral requesting a letter of support be sent to the Senate supporting the expedited rule making for the Climate Bond issuance dollars of Prop 4. Lastly, she encouraged members of the public to visit the Napa County Law Library.

Supervisor Anne Cottrell expressed her gratitude for the Board's decision to adjourn in memory of Renee Nicole Good and Alex Pretti and provided a statement and expressed gratitude to other Supervisors for their comments. Supervisor Cottrell reported that she will be chairing an ad hoc committee with RCRC on sustainable groundwater management. Lastly, she called out multiple items approved in the consent calendar of the agenda.

Chair Amber Manfree concurred with her fellow Board members statements regarding national events. She then provided her own statement detailing various available resources to the public.

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDAR

- 5J

Deputy Chief Communications Officer Holly Dawson made presentation.

Discussion held.

Direction provided to staff.

Motion Text:	**Approve the requested action as amended.**
Voting Yes:	**Ramos, Alessio, Cottrell, Gallagher, and Manfree**
Voting No:	**None**
Recusals:	**None**
Result:	**Passed**

9. ADMINISTRATIVE ITEMS

Public Works

A. Receive a presentation on edge line rumble strips on Napa County roadways and provide direction; and approve Amendment No. 2 to Agreement No. 250052B with Sanderson Bellecci, Inc. for additional engineering design and support services for the "HSIP Cycle 11 Silverado Trail Intersection Improvements" project RDS 22-26. (Fiscal Impact: $267,532 Expense; SB-1 Fund; Budgeted; Discretionary) **26-30**

Public Works Associate Engineer Sydney Barclay made presentation.

Public Works Director Steve Lederer made presentation.

Three (3) people spoke during public comment.

Discussion held.

Direction provided to staff.

Motion Text: **Approve the requested actions as amended.**
Voting Yes: **Gallagher, Cottrell, Alessio, Ramos, and Manfree**
Voting No: **None**
Recusals: **None**
Result: **Passed**
Enactment No: **A-250052B Amend. 2**

B. Receive a presentation on the Countywide Active Transportation Plan from the Napa Valley Transportation Authority staff. (No Fiscal Impact) **26-31**

Public Works Director Steven Lederer made presentation.

Napa Valley Transportation Authority Senior Program Planner Patrick Band made presentation.

Two (2) people spoke during public comment.

Discussion held.

10. PUBLIC HEARINGS

Planning, Building and Environmental Services (PBES)

Conduct a public hearing to consider adoption of a Resolution approving a Category 5 Temporary Event application for the 2026 Auction Napa Valley event. (No Fiscal Impact) **26-15**

Chair Amber Manfree opened the public hearing.

Planning, Building and Environmental Senior Supervising Planner Charlene Gallina made presentation.

One (1) person spoke during public comment.

Chair Amber Manfree closed the public hearing.

Discussion held.

Motion Text:	**Adopt the Resolution.**
Voting Yes:	**Ramos, Gallagher, Alessio, Cottrell, and Manfree**
Voting No:	**None**
Recusals:	**None**
Result:	**Passed**
Enactment No:	**R-2026-07**

11. CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6) **26-121**
Agency Designated Representatives: Christine Briceño, Director of Human Resources- Napa County Probation Professionals' Association - Nonsupervisory Unit and Napa County Probation Professionals' Association - Supervisory Unit

Closed session held. No reportable action.

12. ADJOURNMENT

ADJOURNED IN MEMORY OF RENEE NICOLE GOOD AND ALEX PRETTI TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, FEBRUARY 10, 2026 AT 9:00 A.M.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

Meeting Minutes

Napa County Board of Supervisors

Joelle Gallagher, District 1
Liz Alessio, District 2
Anne Cottrell, District 3
Amber Manfree, District 4
Belia Ramos, District 5

This is a simultaneous meeting of the Board of Supervisors of Napa County, Napa County Public Improvement Corporation, Silverado Community Services District, Monticello Public Cemetery District, In-Home Supportive Services Public Authority of Napa County, Lake Berryessa Resort Improvement District, Napa Berryessa Resort Improvement District, Napa County Housing Authority, and the Napa County Groundwater Sustainability Agency.

https://www.napacounty.gov/

Thursday, January 29, 2026 **4:00 PM** **Board of Supervisors Chambers**
1195 Third Street, Third Floor

SPECIAL MEETING

1. CALL TO ORDER; ROLL CALL

   Present: Chair Amber Manfree, Vice-Chair Liz Alessio, and Supervisor Belia Ramos. Supervisors Anne Cottrell and Joelle Gallagher attended via teleconference. The meeting was called to order by Chair Amber Manfree.

   Chair Amber Manfree read disclosures into the record.

2. PLEDGE OF ALLEGIANCE

   Clerk of the Board Neha Hoskins led the assembly in the Pledge of Allegiance.

3. PUBLIC COMMENT

   None

4. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

   None

5. CLOSED SESSION

A. Conference with Legal Counsel - Existing Litigation (Government Code Section 54956.9(d)(1)) **26-255**
Name of Case: Minh Tran v. County of Napa, Napa Superior Court Case No. 23CV001593

Closed Session held. County Counsel Sheryl Bratton reported the following:

The Board, by a 5-0 vote approved a settlement in the matter of Tran v. Napa County. Under the terms of the settlement, Mr. Tran will dismiss his case against the County. Out of the settlement, Mr. Tran will receive $20,295.13, with the remaining $74,704.87 paying for legal fees and costs, for a total of $95,000.

Napa County has consistently maintained that it acted appropriately and remains confident in its position. The Board concluded that settlement is a responsible way to control costs and allow the County to remain focused on serving our community.

6. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, FEBRUARY 10, 2026 AT 9:00 A.M.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-245

TO: Board of Supervisors
FROM: Neha Hoskins - Clerk of the Board
REPORT BY: Paulette Cooper - Deputy Clerk of the Board II
SUBJECT: Appointment to the Napa County Community Corrections Partnership Executive Committee

RECOMMENDATION

Appoint Fabio Rodriguez to represent Chief of Police on the Napa County Community Corrections Partnership Executive Committee (CCP) with a term of office to commence immediately and expire on June 30, 2026. (No Fiscal Impact)

BACKGROUND

There is currently one opening on the Napa County Community Corrections Partnership Executive Committee (CCP) due to the retirement of Napa Chief of Police, Jennifer Gonzales. The County Executive Office advertised the opening and received one application from Fabio Rodriguez to represent Chief of Police.

The purpose of the Community Corrections Partnership is to advise the Probation Department on the development and implementation of a "Community Corrections Program," as provided for in the Community Corrections Performance Act of 2009 (California Penal Code Sections 1228 through 1233.7), and to recommend a "local plan" to the Board of Supervisors for the implementation of the 2011 public safety realignment, as provided for in Section 1230.1 of the Penal Code.

The CCP consists of 13 members with the following composition as required by law:

1. Chief Probation Officer

2. District Attorney

3. Sheriff

4. Public Defender

5. Presiding Judge of the Superior Court, or designee

6. The Director of Health & Human Services

7.The Deputy Director of Health & Human Services for Mental Health/Mental Health Director

8. The Deputy Director of Health & Human Services for Alcohol and Drug Programs

9. The County Superintendent of Schools

10. A County Supervisor, or the County Executive Officer, or a designee of the Board of Supervisors (appointed by the Board of Supervisors)

11. A Chief of Police

12. An individual who represents the interests of victims (appointed by the Board of Supervisors)

13. A representative from a community-based organization with experience in successfully providing rehabilitative services to persons who have been convicted of a criminal offense (appointed by the Board of Supervisors)

On January 21, 2026, the Napa County Community Corrections Partnership Executive Committee met at a regular meeting and voted to recommend Fabio Rodriguez to represent Chief of Police on the Napa County Community Corrections Partnership Executive Committee. On January 22, 2026, the law enforcement chiefs of Napa County reviewed and accepted the appointment of Fabio Rodriguez. (Recommendation letter attached)

Requested Action:

Accept the recommendation of the Napa County Community Corrections Partnership Executive Committee and appoint Fabio Rodriguez on the Napa County Community Corrections Partnership Executive Committee to represent Community-Based Organization with terms commencing immediately and expiring on June 30, 2027.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code

California Fair Political Practices Website

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa County Community Corrections Partnership Executive Committee: Submitted

Category of Membership for Which You Are Applying

Napa County Community Corrections Partnership Executive Committee

Profile

Fabio
First Name

Middle Initial

Rodriguez
Last Name

[redacted]
Email Address

[redacted]
Home Address

Napa
Suite or Apt

Napa
City

CA
State

94559
Postal Code

Which supervisorial district do you reside in? *

- [x] District 1

To find your supervisorial district go to https://www.countyofnapa.org/1334/About-the-Board, click on "Look Up My District" and enter your address.

[redacted]
Primary Phone

City of Napa	Police Chief	Law Enforcement
Employer	Job Title	Occupation

Education/Experience

I currently serve as the Chief of Police for the City of Napa. I have over 25 years of experience as a sworn peace officer in California. I hold a BA and MS in Criminal Justice from California State University Sacramento.

Name and occupation of spouse within the last 12 months, if married. (For conflict of Interest purposes)

Resume

Resume.docx
Upload a Resume

Letter of Recommendation or Supplemental Attachments

Professional or occupational license, date of issue, and expiration including status

Sworn Police Officer in California and certified through Peace Officers Standards and Training (California P.O.S.T).

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

Community Participation

Please explain your reasons for wishing to serve and, in your opinion, how you feel you could contribute.

As a member of Law Enforcement, I understand the importance of collaboration between law enforcement, the community and members of the criminal justice system. Being a member of the Community Corrections Partnership will allow me to have a voice and positive impact in this process.

Nature of activity and community location

Other County Board/Commission/Committee on Which You Serve/Have Served

I currently serve as a board member for Napa Nurturing Empowerment Worth & Safety (Napa NEWS).

Public Actions that may impact Credit Rating (List all court or other public administration actions impacting your credit rating within the past ten (10) years)

None.

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☑ I Agree

Electronic Signature (First M. Last)

Fabio R. Rodriguez

Date

01/07/2026

Fabio Rodriguez

[redacted] [redacted]

CURRENT EMPLOYER:

Napa Police Department **January 2022 to Present**

CURRENT ASSIGNMENT:

Chief of Police **October 25, 2025, to Present**

- Direct and manage the operations of the Napa Police Department. To include law enforcement, crime prevention, and community outreach.

PREVIOUS EMPLOYER:

Vallejo Police Department **June 1997 to January 2022**

PREVIOUS MANAGEMENT ASSIGNMENTS:

Acting Chief of Police (Napa) **April 2025, to October 2025**

- Directed and managed the operations of the Napa Police Department. To include law enforcement, crime prevention, and community outreach.

Napa Police Captain **January 2022 to April 2025**

- Managed both the Operations Division and the Administrative Division.

Vallejo Police Administrative Lieutenant **February 2021 to January 2022**

- Patrol Staffing/Logistics, Traffic Division, Operation PEACE, Project Manager, Watch Commander.

Vallejo Police Lieutenant-Detective Division **April 2019 to February 2021**

- Managed the Investigations Section, Crime Reduction Team, Evidence/Property Section, Court Liaison and the Crime Analyst Unit.

Vallejo Police Lieutenant- Patrol Division **Sept 2018 to March 2019**

- Patrol Watch Commander: Oversaw officers responding to calls for service of in progress crimes.

BACKGROUND:

- Bilingual in Spanish

EDUCATION:

California State University Sacramento **2000**
- Bachelor of Science-Criminal Justice

California State University Sacramento **2009**
- Master's Degree-Criminal Justice

Sherman Block P.O.S.T. Supervisory Leadership Institute, Class # 418 **2018**

California P.O.S.T. Management Class # 21-6 **2021**

Claremont University: Drucker School of Management **2024**
- Executive Leadership Institute, Class # 8

PROFESSIONAL CERTIFICATES:

- P O S T Supervisor Certificate
- P O S T Management Certificate
- P O S T Executive Leadership Development Certificate

PUBLICATIONS:

•"Proposal for an Internet Crimes Against Children Task Force (ICAC) Within the Vallejo Police Department." (Master's 2009). California State University, Sacramento Library. (OCLC Number 638994310), (Thesis R696442 2009).

A Tradition of Stewardship
A Commitment to Service

Napa County Probation
Administration

212 Walnut St.
Napa, CA 94559
www.countyofnapa.org/probation

Main: (707) 253-4431
Fax: (707) 245-4178

Amanda Gibbs
Chief Probation Officer

January 22, 2026

Neha Hoskins
County Executive Office
Clerk of the Board
1195 Third Street, Suite 310
Napa, CA 94559

Subject: Community Corrections Partnership Committee (CCP) Recommendation to fill a Member Vacancy

Dear Neha:

The CCP held a Regular Meeting on January 21, 2026, and reviewed the application to fill a member vacancy for a chief of police. The members voted to recommend Fabio Rodriguez to the Board of Supervisors. The application has also been discussed and accepted by the law enforcement chiefs of Napa County at their January 22, 2026, meeting.

I can be reached at 707-299-1620 with any questions.

Sincerely,

Amanda Gibbs
Chief Probation Officer

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-266

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

REPORT BY: Paulette Cooper, Deputy Clerk of the Board II

SUBJECT: Appointments to the Napa County Fire Services Advisory Committee

RECOMMENDATION

Appoint Janet M. Upton to represent Alternate Public Member position, and reappoint Tim M. Borman, for a seventh term, to represent Public Member position, on the Napa County Fire Services Advisory Committee with terms of office to commence immediately and expire on September 30, 2027. (No Fiscal Impact)

BACKGROUND

There are currently three openings due to expired terms on the Napa County Fire Services Advisory Committee. The County Executive Office advertised the openings and received one appointment request from Janet M. Upton and one reappointment request from Tim M. Borman.

On June 11, 2013, the Board of Supervisors adopted Resolution 2013-67 approving creation of the Napa County Fire Services Advisory Committee (FSAC) to provide guidance on operational policies and procedures and serve in an advisory capacity to the Napa County Fire Chief and the Board of Supervisors. The Board of Supervisors policy on committees and commissions requires that changes in the bylaws of advisory boards be approved by the Board of Supervisors.

On August 29, 2017 the Board of Supervisors adopted Resolution 2017-134 amending the FSAC Bylaws removing the Napa County Liaison position and authorizing the Napa County Fire Department to act as the "liaison department" and the Fire Chief or designee to serve as "liaison officer" to the Commission for purposes of complying with the Maddy Act and changing the number of members necessary to complete a quorum.

On February 26, 2019 the Board of Supervisors adopted Resolution 2019-27 amending the FSAC Bylaws moving the time and date of the meetings from daytime hours to evening hours to increase attendance by the members of the volunteer stations, as well as changing the language in the Bylaws to make the information easier to decipher, such as the definition of membership, appointment and the recording of minutes.

The FSAC is composed of ten members as follows:

Voting Members:

- Three Volunteer Firefighters and Two Alternates
- One Public Member and One Alternate
- Three Cal-Fire/Napa County Fire Contract Members appointed by their representative members and two Alternates Non-Voting Ex Officio Members
- Three Ex-Officio Members (each Ex-Officio entity appointing its representative member) and One Alternate Board of Supervisors Liaison
- One Board of Supervisors Liaison. The Board of Supervisors may appoint a liaison who would be available on an as-needed basis.

Requested Action:

Appoint Janet M. Upton and reappoint Tim M. Borman to the Napa County Fire Services Advisory Committee.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code
California Fair Political Practices Website

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa County Fire Services Advisory Committee: Submitted

Category of Membership for Which You Are Applying

Alternate Public Member

Profile

Janet (First Name) | M. (Middle Initial) | Upton (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | (Suite or Apt)

Napa (City) | CA (State) | 94558 (Postal Code)

Which supervisorial district do you reside in? *

- [x] District 2

To find your supervisorial district go to https://www.countyofnapa.org/1334/About-the-Board, click on "Look Up My District" and enter your address.

[redacted] (Primary Phone)

CAL FIRE (Retired)	Deputy Director	Chief Officer
Employer	Job Title	Occupation

Education/Experience

B.A. Education CSU, Chico State of California Multiple Subjects Teaching Credential Member of Command Staff on CAL FIRE IMT 5 1999 - 2008 Multiple NFPA and CA State Fire Marshal Type 1 Certificates including S-420 Command and General Staff Lead Cadre Member for NFPA/CAL FIRE S-403 Advanced Information Officer Course 22 Years as a Firefighter/EMT Concurrent 7 years as a Rescue Diver Concurrent assignment as County /CAL FIRE Type 1 Public Information Officer 10 Years as a Chief Officer

Name and occupation of spouse within the last 12 months, if married. (For conflict of Interest purposes)

Scott A. Upton, Retired Fire Chief

Resume

Janet_M_Upton_CV_2024.docx
Upload a Resume

Letter of Recommendation or Supplemental Attachments

Professional or occupational license, date of issue, and expiration including status

CA State Multiple Subjects Teaching Credential #920081296 Clear #910028730 Issued 3/26/1991, currently valid. Note: Issued under my maiden name, Janet Marie Pascoe

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

Tim Streblow [redacted] Dave Whitmer [redacted] Molly Rattigan [redacted]

Community Participation

Please explain your reasons for wishing to serve and, in your opinion, how you feel you could contribute.

I deeply care about public safety and spent a portion of my 32 year fire service career dedicated to public education. I feel the public has a huge role to play in preventing fires BEFORE they start and I feel my experience in communicating complex concepts in lay language would be beneficial to the FSAC. I also understand that a robust response capability is an important component to an effective fire department and looking for efficient ways to maximize this critical service to the citizens we serve is vital.

Nature of activity and community location

- Volunteer, Jameson Animal Rescue (now called Jameson Humane) 2009 - 2011, Napa County - International Girls on the Run Volunteer Coach, West Park Elementary School, Napa 2018 - Present (went from coaching a dedicated site to multi-site substitute coach in 2020 to present, though due to family obligations I have not subbed or participated in the bi annual 5K for a year). - Napa County Chapter '100 Women Who Care' philanthropic organization. Member 2018 - 2024. Now serving as part of the leadership team for the organization.

Other County Board/Commission/Committee on Which You Serve/Have Served

None. However, I am listed as County of Napa 'extra help' and have held temporary (up to a year) positions such as County Communications Director, County Public Information Officer (PIO) and Emergency Operations Center command staff (PIO) during the pandemic, the LNU Lighting Complex and the Glass Fire.

Public Actions that may impact Credit Rating (List all court or other public administration actions impacting your credit rating within the past ten (10) years)

None.

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☑ I Agree

Electronic Signature (First M. Last)

Janet M. Upton

Date

8/28/2025

Janet M. Upton

[redacted] • Napa CA

Communications Director Profile

Accomplished professional with substantial experience in high performance team dynamics across Crisis Management, Executive Team Function, Public Relations, Government Relations, Emergency Management and Strategic Communications. Strong record of proactive leadership, successfully mitigating large scale disasters by engaging stakeholders, executing strategic roadmaps, and implementing effective communications and processes.

Professional Summary

- Proven leader adept at supporting and guiding fellow leaders in successful implementation, management, and tracking of various programs and initiatives.
- Multi-faceted and versatile professional instrumental in diverse roles such as collaborator, influencer, and advocate across leadership, communications, public relations, and emergency management functions.
- Adept at spearheading diverse initiatives, including communications and public engagement, while contributing to enhancement of critical policies and operational workflows.
- Demonstrated expertise in crisis communications and emergency incident management.
- Strong problem-solving skills and interpersonal acumen applied to internal and external communications, incident responses, and process optimization.

Areas of Expertise

- Strategic Communications
- Public Relations
- Multidisciplinary Collaboration
- Process Optimization
- Executive Development
- Team Leadership
- Change Management
- Policy Development
- Stakeholder Engagement

Career Experience

County of Napa 2020 – 2021

Communications Director, Crisis Response

Led multidisciplinary teams across Public Health, CEO's Office, Emergency Medical Response, Legal, Law Enforcement, Fire, Public Works, Elected Officials and Human Resources in strategic and crisis communications. Collaborated on diverse initiatives including Covid response strategies. Contributed proactively to communicating evolving and complex state and federal Covid-19 mandates and industry guidance, refining Customer Call Center processes, crafting messaging/inquiry responses, and enhancing other critical policies. Leveraged stakeholder and cooperator relationship to improve public information and education, while assisting in management of local and regional impacts of a worldwide pandemic.

Key Highlights:

- As a member of the County's command staff, helped lead the County's response to the Covid-19 pandemic and concurrent major wildfires, heat emergencies and public utility PSPS power outages.
- Took charge of addressing public information needs on impacts of Covid-19 and evolving local, state, and federal measures to mitigate public health impacts of the pandemic.
- Played crucial leadership role in the County's Emergency Operations Center during the 2020 Glass Fire and LNU Lightning Complex Fires.

California Department of Forestry and Fire Protection (CAL FIRE) 2008 – 2018

Deputy Director of Communications,
Governor Arnold Schwarzenegger & Edmund G. Brown Jr. Administrations

As the first uniformed CAL FIRE employee appointed Deputy Director of Communications, spearheaded cross-disciplinary programs in the delivery of vital public information and education campaigns addressing wildfire prevention and suppression. Managed crisis communications for large complex emergencies such as wildfires, water infrastructure failures, and human, plant, and livestock disease outbreaks. Worked closely with the Administration(s) on communicating complex and sometimes controversial fiscal and policy changes/issues. At the behest of the administration, developed communications strategy using the lenses of wildfire and forest health to educate the public on the impacts of our changing climate.

Key Highlights:

- Authored Department Policy on Social Media Use, among the first for a public safety department and State of California agencies/departments
- Served on the command staff for one of CAL FIRE's elite Incident Management Teams for 10 years
- Authored California's NWCG Advanced Information Officer Curriculum and served as the instructional cadre lead
- Recognized for Superior Accomplishment as recipient of multiple individual and group Director's Awards
- Was name requested by the Brown Administration post retirement to return to service in a strategic communications role during the catastrophic 2018 'Camp' fire.

Additional Experience

CAL FIRE/Butte County Fire Department 2008 – 2018

Firefighter, EMT, Rescue Diver & Public Information Officer

Key Highlights:

- Received Veterans of Foreign Wars Heroism Award for saving the life of an infant
- After serving nine years as a municipal & wildland firefighter/EMT a captain level position was created for me to create a public information and education program for Butte County. Collateral duties included close coordination with elected officials and cooperators, fire safety inspections and arson/fire cause investigations
- Authored California's NWCG Advanced Information Officer curriculum and served as the instructional cadre lead
- Recognized for Superior Accomplishment with multiple individual and group Director's Awards

Education

BA Liberal Studies w/ Education Emphasis 1990

Post Graduate Multiple Subjects Teaching Credential 1991

California State University, Chico

Consultant Work

California Wildfire and Climate Institute/ Communications Coach	2023 – 2024
Forest Solutions International / Contract Associate	2023
County of Napa / Communications Director & PIO	2020 – Present (Intermittent/Emergency)
Citygate Associates, LLC / Senior Associate (Fire & EMS)	1994 – Present (Last active in 2018)

Professional Affiliations

2018 – Present

Volunteer Life Coach / Girls on the Run International

Volunteer / Jameson Humane Animal Rescue

Member / Napa Chapter '100 Women Who Care' Philanthropic Organization

*Multiple References Upton Request

County Executive Office

1195 Third Street, Suite 310
Napa, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

A Tradition of Stewardship
A Commitment to Service

December 15, 2025

Tim M. Borman
[redacted]
Yountville, CA 94599
[redacted]

Re: **Napa County Fire Services Advisory Committee**

Dear Tim:

You have been a valued member of the **Napa County Fire Services Advisory Committee** representing **Public Member**. The term of your position will expire September 10, 2025. If you wish to request reappointment for a 2-year term, please check the following box:

☑ Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Napa County Fire Services Advisory Committee** for the term expiring September 30, 2027.

==========

If you have chosen to request reappointment, please check one of the two boxes below regarding your last application.

☑ I confirm that all the information on my last application is current.

☐ Some of the information on my last application is no longer current or is five (5) years old or older. I will submit a new or revised application.

(To complete a new application form contact the Napa County Executive Office or go to the following link to complete your application online:

Boards, Committees & Commissions | Napa County, CA

After checking the appropriate boxes above, **sign and date on the lines below and return this letter to the County Executive Office by mail, email, or fax.**

Tim Borman
SIGNATURE

12-16-25
DATE

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code
California Fair Political Practices Website

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa County Fire Services Advisory Committee: Submitted

Category of Membership for Which You Are Applying

Citizen of Napa County

Profile

Tim (First Name) | M (Middle Initial) | Borman (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | (Suite or Apt)

Yountville (City) | CA (State) | 94599 (Postal Code)

Which supervisorial district do you reside in? *

☑ District 3

To find your supervisorial district go to https://www.countyofnapa.org/2051/Find-my-supervisor-and-district and enter your address.

[redacted] (Primary Phone)

Retired	Fire Chief for the city of Napa	Fire service
Employer	Job Title	Occupation

Education/Experience

B.A. from St Marys College . California teaching credential from St Marys College. Taught at Benicia Middle School for eight years prior to working twenty eight years for the City of Napa Fire Dept. While at NFD I held ever rank including fire chief for eight years! Shortly after retiring I was contacted by the County and and asked to serve on what is known as FSAC today!!

Name and occupation of spouse within the last 12 months, if married. (For conflict of Interest purposes)

Cheri Borman Is my wife. She is a book keeper

Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

Professional or occupational license, date of issue, and expiration including status

N/A

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

John Robertson, retired Napa County Sheriff. Mike Randolph, retired City of Napa City Fire Chief. Kevin Twohey, retired Napa County Office of Emergency Services representative.

Community Participation

Please explain your reasons for wishing to serve and, in your opinion, how you feel you could contribute.

I have served on this committee since it started in 2013. I am extremely interested in where the County fire service is going. in the future. During my career I was very passionate about every fire department in Napa County. Working closely together!! Over the years we had great success in this area!!! Cal Fire including the Napa County volunteer firefighters have been very much a part of the process!! I feel with my fire service background coupled with my service on the County fire advisory committee will be an asset in moving forward and planning for the future

Nature of activity and community location

Other County Board/Commission/Committee on Which You Serve/Have Served

I served on the board of directors for the Napa County Volunteer Center for nine years. My last two years I was the board president. In the past I belonged to the Kiwanis club of Napa. I also was a member of Yountville's FOCUS Group which helped raise money for local scholarships!

Public Actions that may impact Credit Rating (List all court or other public administration actions impacting your credit rating within the past ten (10) years)

Electronic Signature Agreement

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

◉ Yes ○ No

Please Agree with the Following Statement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☑ I Agree

Electronic Signature (First M. Last)

Tim M Borman

Date

January 4, 2022

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-267

TO: Board of Supervisors

FROM: Neha Hoskins, Clerk of the Board

REPORT BY: Paulette Cooper, Deputy Clerk of the Board II

SUBJECT: Reappointment to Napa County Arts and Culture Advisory Committee

RECOMMENDATION

Reappoint Teressa Foss, for a sixth term, representing County-At-Large with the term of office to commence immediately and expire September 30, 2028 and reappoint Jesse Petrick, for a third term, representing County-At-Large with the term of office to commence immediately and expire September 30, 2026 on the Napa County Arts and Culture Advisory Committee. (No Fiscal Impact)

BACKGROUND

There are currently three vacancies due to expired terms on the Napa County Arts and Culture Advisory Committee. The County Executive Office advertised the vacancies and received two reappointment requests applications from Teressa Foss and Jesse Petrick.

On June 19, 2012, the Board adopted Resolution 2012-81 forming the Napa County Arts and Culture Advisory Committee (Advisory Committee). The purpose of the Advisory Committee is to conduct and oversee a grant program and make recommendations to the Board of Supervisors regarding grant awards to be made to non-profit art and cultural organizations in Napa County on an annual or as needed basis. The Advisory Committee develops grant eligibility criteria, an application process and application forms, appropriately advertises and calls for grant proposals, holds grant training workshops, as needed, and develops scoring criteria and guidelines for evaluating grant applications. The Advisory Committee meets on the last Monday of the months of January, April and October each year and calls special meetings as needed.

On May 16, 2017 the Board adopted Resolution 2017-75 amending the Bylaws of the Advisory Committee changing the composition of the Advisory Committee and making revisions related to voting, terms of office and conduct of meetings.

On August 14, 2018 the Board adopted Resolution 2018-107 amending the Bylaws of the Advisory Committee changing the composition of the Advisory Committee and changing the terms of service of two seats to better stagger the Advisory Committee terms.

The composition of the Advisory Committee is as follows:

- One - Youth Arts
- One - Presentation/Performing Arts
- One - Creation of Arts and Culture Opportunities
- One - Education of Arts and Culture
- One - Arts Council of Napa Valley (non-voting)
- Three- County At-Large (Three representatives from the arts community to represent three of the five supervisorial districts of Napa County not represented in the first four categories at the time of recruitment)

Requested Action:

Reappoint Teressa Foss and Jesse Petrick to the Napa County Arts and Culture Advisory Committee.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

County Executive Office

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Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

A Tradition of Stewardship
A Commitment to Service

September 2, 2025

Teressa Foss
[redacted]
American Canyon, CA 94503
[redacted]

Re: **Napa County Arts and Culture Advisory Committee**

Dear Teressa:

You have been a valued member of the **Napa County Arts and Culture Advisory Committee** representing **County-At-Large.** The term of your position will expire September 30, 2025. If you wish to request reappointment for another one-year term, please check the following box:

☒ Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Napa County Arts and Culture Advisory Committee** for the term commencing immediately and expiring September 30, 2026.

==========

If you have chosen to request reappointment, please check **one** of the two boxes below regarding your last application.

☒ I confirm that all the information on my last application is current.

☐ Some of the information on my last application is no longer current or is five (5) years old or older. I will submit a new or revised application.

(To complete a new application form either contact the Napa County Executive Office or go to the following link to complete your application online:

https://www.countyofnapa.org/1420/Committees-Commissions

After checking the appropriate box, **sign and date on the lines below and return this letter to the County Executive Office by mail, email, or fax.**

Teressa A. Foss
SIGNATURE

9/18/2025
DATE

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code
California Fair Political Practices Website

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa County Arts and Culture Advisory Committee: Submitted

Category of Membership for Which You Are Applying

County At-Large representative (1 year term)

Profile

Teressa (First Name) | (Middle Initial) | Foss (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | (Suite or Apt)

American Canyon (City) | CA (State) | 94503 (Postal Code)

Which supervisorial district do you reside in? *

☑ District 5

To find your supervisorial district go to https://www.countyofnapa.org/2051/Find-my-supervisor-and-district and enter your address.

[redacted] (Primary Phone)

Delicato Family Wines	Administrative Assistant, Legal Dept.	Administrative Assistant
Employer	Job Title	Occupation

Education/Experience

Performing Artist in theatre/opera/multi-disciplinary, union member of Actors Equity Association (since 1993), Screen Actors Guild (since 1994), and American Guild of Musical Artists (since 2004). Regular performer at Bay Area opera and theatre companies, since 2010, including TheatreWorks Silicon Valley, Opera San Jose, and 42nd Street Moon. Former member of Theatre Bay Area, served on CA$H grants panel during membership. Previously have served on union contract committees helping staff who negotiate contracts with producers, and performed in Educational Outreach (singing opera for K-12 kids in schools). Resident of American Canyon since 2012. Complete live artistic chronology at TeressaFoss.net. UCLA BA Theatre Arts. Also: Administrative Assistant with over a decade's worth experience in the wine industry, most recently with Delicato Family Wines (Legal Department), Terlato Wine Group (Rutherford Hill Winery, Rutherford/Napa), and Foley Family Wines (Napa/Sonoma).

Name and occupation of spouse within the last 12 months, if married. (For conflict of Interest purposes)

Joseph Foss, Wine Educator (Peju Winery)

Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

Professional or occupational license, date of issue, and expiration including status

Union member: Actors Equity Association (1992), Screen Actors Guild (1993), American Guild of Musical Artists (2001)

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

Daren A.C. Carollo, Exec. Director, 42nd Street Moon, SF - [redacted] Trevor Pridmore, Staffing Consultant, Alkar HR - [redacted] Lindsay Moorhead, Director - Sustainability, Delicato Family Wines - [redacted]

Community Participation

Please explain your reasons for wishing to serve and, in your opinion, how you feel you could contribute.

I served on the Napa Arts & Culture Advisory Commission for 1-year terms 2020-2021 and 2021-2022, and I was pleased to contribute, with my voting and adding to the conversation, to all the grant applicants receiving funding during the Pandemic shut-down. I would like to continue supporting our local arts organizations as they navigate reopening post-pandemic, and I would like to support organizations particularly in District 5 which have recently begun successfully applying for this grant and subsequently producing events.

Nature of activity and community location

Besides my term on the Arts & Culture Commission, my husband & I support the American Canyon Food Bank (via the Kiwanis Club).

Other County Board/Commission/Committee on Which You Serve/Have Served

Public Actions that may impact Credit Rating (List all court or other public administration actions impacting your credit rating within the past ten (10) years)

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☑ I Agree

Electronic Signature (First M. Last)

Teressa A Foss

Date

08/31/2022

TERESSA FOSS

American Canyon, CA

[redacted]

PROFILE

Office Administrative Pro. Effective as both a front-of-house, customer-facing voice, and a back-of-house problem-solver. Over 25 years' experience in making offices flow smoothly, over 30 years' experience making artistic organizations do the same. Enjoys working with people and living systems to make the world a more colorful, creative, and enjoyable place.

RECENT EXPERIENCE HIGHLIGHTS

Administrative Assistant, Legal Department **2020 – current**
Delicato Family Wines (Napa, CA)

Support staff for legal department of No. 5 wine company in the United States. Contract editing and execution, corporate governance record maintenance, legal billing assistance, trademark record maintenance, calendaring department meetings. Systems Used: ContractPod, SimpleLegal, AltLegal, MS Sharepoint, MS Teams, Concur (Expenses), Corporation Services Company.

Guest Services Phone Concierge (P/T), Wine Club Assistant (on-call) **2017-2020**
Terlato Wine Group (Napa, CA)

Rutherford Hill Winery, Chimney Rock Winery. Provided friendly, attentive customer service to visitors booking reservations. Processed wine club orders and "rescued" inactive memberships. Main e-platforms used: CellarPass, eWinery, ShipCompliant, IPad POS.

Administrative Assistant (P/T), Direct-To-Consumer Dept. **2011 – 2018**
Tasting Room Associate (P/T) (Sebastiani Winery) **2009 – 2013**
Foley Family Wines (Healdsburg, CA)

Support staffer for DTC team members, representing multiple winery brands in CA, OR, and WA. Main e-platforms used: OzTera's TeraVina, ShipCompliant, MS POS registers. Provided external customer service for wine-buying club members and public. Internally maintained and updated customer database.

Union Committees Volunteer Member **2011 – 2019**
Actors Equity Association (San Francisco, CA)

Consulted with staff on concession requests from theatre producers; forwarded organizing opportunities to union staff; participated in various membership community engagement activities.

Professional Performing Artist / Teaching Artist **2010 – current**
(Bay Area Counties, CA / San Diego, CA / Phoenix, AZ)

Opera San Jose 2015-2020: Sang in 8 Mainstage productions as both principal and chorus. Performed in 3 seasons of K-12 Educational Outreach. Other work 2010-2021: performed in: 15 contracts at 8 theatres, multiple vocal soloist performances, 3 major commercials, multiple independent film projects. 2021 soloist participant in "Welcome Back to the Arts" at Yerba Buena Gardens SF. Member AEA, SAG/AFTRA, AGMA.

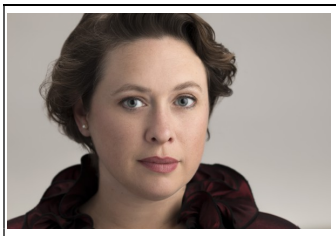
OTHER RELEVANT EXPERIENCE

Administrative Assistant / Receptionist (Temp Assignment – Alkar) **2018**
Coombs Dunlap LLC (Napa Co.)

Executive Secretary to VP, Labor Relations Dept. (FT) **1997-2000**
Secretary to VP, Domestic Television Distribution (Temp Assignment – AppleOne) **1996**
Paramount Pictures (Los Angeles, CA)

EDUCATION

UCLA (Los Angeles, CA) **BA Theatre Arts** *(Golden Key Society, National Merit Scholar)*



TERESSA FOSS

AEA-AGMA-SAG/AFTRA

Voice Coloratura Soprano

[redacted]

Metro Area: San Francisco CA

mdt agency inc.

2124 Union Street Suite C
San Francisco, CA 94123
415.563.9213
reception@mdtagencysf.com

THEATER

A Gentleman's Guide To Love & Murder	Miss Shingle/Ensemble	Daren A.C. Carollo	42nd Street Moon
Tuck Everlasting	Betsy Foster	Robert Kelley	TheatreWorks Silicon Valley
Rags	Anna/Esther/Gertrude	Robert Kelley	TheatreWorks Silicon Valley
Delicate Particle Logic	Lise Meitner	Bruce Coughran	Indra's Net Theatre
Farm Hall	Elizabeth Heisenberg	Bruce Coughran	Indra's Net Theatre
Little Me	Older Belle	Eric Inman	42nd Street Moon
Zorba	The Widow	Greg MacKellan	42nd Street Moon
Oh, Kay!	Kay	Maureen McVerry	42nd Street Moon
Hairspray	Velma Von Tussle	Joel Schlader	Woodminster Musicals
Rags	Rebecca Hershkowitz	Eric Inman	Willows Theatre
The Light in the Piazza	Signora Naccarelli	Eric Inman	Willows Theatre
The Light in the Piazza	Franca Naccarelli	Karla Koskinen	Phoenix Theatre, AZ
The Light in the Piazza	Franca Naccarelli	Robert Smyth	Lambs Players Theatre
Joyful Noise	Catherine "Kitty" Clive	Robert Smyth	Lambs Players Theatre
Phantom	Christine Daaé	Gary Gordon	Fullerton Civic Light Opera & Tour
Kiss Me Kate	Lilli Vanessi	Janie Scott	Cabrillo Stage
The Sound of Music	Sister Sophia	Gordon Hunt	Hollywood Bowl
Brigadoon	Fiona MacLaren	Scott Thompson	PCPA Theaterfest
Guys and Dolls	Sarah Brown	Mark Booher	PCPA Theaterfest
Master Class	Sharon Graham	Moises Kaufmann	Berkeley Rep
A Christmas Carol	Sister-in-law/Charwoman/Miss Fezziwig	Mark Booher	GeVa Theatre, NY
Kismet	Princess of Ababu/Ayah, u/s Marsinah	Arthur Seidelman	Reprise! L.A.
On the 20th Century	Anita, u/s Lily Garland	David Lee	Reprise! L.A.

OPERA / OPERETTA

Il barbiere di Siviglia	Berta	Andrew Whitfield, Dana Sadava	Layna Chianakas	Opera San Jose
La Rondine	Suzy	Christopher Larkin, A. Whitfield	Candace Evans	Opera San Jose
Le nozze di Figaro	Marcellina	Andrew Bisantz, Andrew Whitfield	Lillian Groag	Opera San Jose
A Streetcar Named Desire	Nurse/Ghost, u/s Eunice	Ming Luke, Matthew Piatt	Brad Dalton	Opera San Jose
Die Entführung aus dem Serail	Chorus	George Manahan, Ming Luke	Michael Shell	Opera San Jose
Carmen	Chorus	Joseph Marcheso, Andrew Whitfield	Layna Chianakas	Opera San Jose
Tosca	Chorus	Joseph Marcheso, Andrew Whitfield	Brad Dalton	Opera San Jose
Die Zauberflöte	Chorus	Joseph Marcheso, Andrew Whitfield	Brad Dalton	Opera San Jose
The Enchantress	Vivian Savory (title role)	Jeff Yeager	Mark Blattel	Lyric Theatre San Jose
Utopia, Limited	Princess Zara	Jeff Yeager	Phil Lowery	Lyric Theatre San Jose
Lucia di Lammermoor	Lucia	Cesar Cancino	Fred Winthrop	Verismo Opera
Cosi fan tutte	Fiordiligi	Barbara Day Turner	Douglas Nagel	West Bay Opera

FILM

Bottles	Mira	Jon Stout	EA Media
Pintauro Road	Helen	Kevin Sonnichsen	Upper Market Entertainment
Nominated	Oscars Actress	Dan Pavilk	Nominated Feature Film Prods.
Life Without	Nurse Karen	Franz Erian	Polar Productions
Before	Pamela	Nikolai Vanyo	Naïve Pictures

COMMERCIAL / INDUSTRIAL

Conflicts available upon request; SAG/AFTRA spots include AT&T, Xfinity, Healthy Choice, Cadillac, Comcast

SOLOIST ENGAGEMENTS

Opera San Jose Outreach: "Hansel & Gretel" (Gretel/Fairies); "What is Opera" (soloist); "Little Red Riding Hood" (Mother/Granny)
Silicon Valley Gay Men's Chorus - San Jose, CA
Goat Hall Productions: "Fresh Voices" Festivals XVII, XVIII, XIX - Vallejo / Albany / San Francisco, CA
Viva La Musica - Redwood City and Walnut Creek, CA
San Jose Italian Family Festa - First Street Opera, San Jose CA
"It's a Grand Night for Singers", Jarvis Conservatory - Napa CA

TRAINING

◆ **SINGING**: Carl Franzen (CA); Neil Semer (NY) ◆ **RECENT COACHING**: Opera/Music: Neil Semer Vocal Institute (Coesfeld DEU), Oresta Cybriwsky, Cheryl Lyn Fielding, Dmitriy Cogan, Galina Umanskaya, Skye Atman, Hadley McCarroll; Musical Auditions: Pierce Brandt ◆ **DEGREE**: UCLA (*BA Theater Arts*) ◆ **MOVEMENT**: Modern (Shawl-Anderson, Berkeley); add'l training: jazz, tap, ballet, ballroom, stage combat, yoga

County Executive Office

1195 Third Street, Suite 310
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Neha Hoskins
Clerk of the Board

A Tradition of Stewardship
A Commitment to Service

September 2, 20205

Jesse Petrick
[redacted]
Napa, CA 94558
Via email: [redacted]

Re: **Napa County Arts and Culture Advisory Committee**

Dear Jesse:

You have been a valued member of the **Napa County Arts and Culture Advisory Committee** representing **County-At-Large.** The term of your position will expire September 30, 2025. If you wish to request reappointment for another three-year term, please check the following box:

☐ Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Napa County Arts and Culture Advisory Committee** for the term commencing immediately and expiring September 30, 2028.

= = = =

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code

California Fair Political Practices Website

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa County Arts and Culture Advisory Committee: Submitted

Category of Membership for Which You Are Applying

One year county wide

Profile

Jesse (First Name) | (Middle Initial) | Petrick (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | (Suite or Apt)

Napa (City) | CA (State) | 94558 (Postal Code)

Which supervisorial district do you reside in? *

- [x] District 1

To find your supervisorial district go to https://www.countyofnapa.org/1334/About-the-Board, click on "Look Up My District" and enter your address.

[redacted] (Primary Phone)

Jarvis Conservatory	GM	Theater Manager
Employer	Job Title	Occupation

Education/Experience

Theater Arts Performer / Educator with Oregon Shakespeare Festival - three years Creative Media Producer with ArtWorks inc - five years General Manager with Jarvis Conservatory for the Arts - thirteen years BFA Theater Arts - University of Idaho

Name and occupation of spouse within the last 12 months, if married. (For conflict of Interest purposes)

Naomi Petrick, customer service Joseph Phelps

Resume

JessePetrickresume.pdf
Upload a Resume

Letter of Recommendation or Supplemental Attachments

Professional or occupational license, date of issue, and expiration including status

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

Chris Denatale [redacted] David McAdams [redacted] David Duane [redacted]

Community Participation

Please explain your reasons for wishing to serve and, in your opinion, how you feel you could contribute.

It's A Grand Night For Singers: Producing, coordinating and promoting monthly live opera/musical seminars for the Napa community. I have staged over 100 productions of It's a Grand Night For Singers over the last 12 years. I also coordinate with many local Napa and Bay Area arts organizations, bringing in multiple productions annually. Ongoing partnerships with Festival Napa Valley, Music In The Vineyards, the Napa Valley Youth Symphony and Amplify Napa Valley to list a few. I know these organizations and have a good understanding of how they operate and what their needs are.

Nature of activity and community location

Performing arts productions and exhibitions

Other County Board/Commission/Committee on Which You Serve/Have Served

none

Public Actions that may impact Credit Rating (List all court or other public administration actions impacting your credit rating within the past ten (10) years)

none

Electronic Signature Agreement

I meet the criteria required to serve in this position.

◉ Yes ○ No

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

◉ Yes ○ No

Please Agree with the Following Statement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☑ I Agree

Electronic Signature (First M. Last)

Jesse J. Petrick

Date

10/22/25

Jesse Petrick

Executive Director

Balancing Artistic Integrity and Business Structure with Maximum Efficiency.

JARVIS CONSERVATORY
jarvisconservatory.com

Napa County Arts & Culture Advisory Committee

THE CLASSICAL ARTS FILM FESTIVAL NAPA, CA
Classical Arts Film Festival

ARTISTWORKS
artistworks.com

Press Links:

New York Times reviews Heathens and Director Jesse Petrick

Tubelfilter.tv reviews Heathens and Director Jesse Petrick

Napa Valley Register Introduces GM Jarvis Conservatory Jesse Petrick

A successful mediator and enterprise developer with 15 years experience across multiple platforms. Continually performing with a'can-do' attitude, superior organizational skills and the ability to effectively collaborate and originate creative solutions.

Skills

- Overseeing all aspects of non profit production and exhibition from initial concept, budget development, contract negotiations, union compliance, supervision and coordination of artistic teams, calendar planning, prioritizing rehearsal space schematics, guest artist accomodations, facilitating community relations and charity donations and fundraising
- A seasoned editor with knowledge of a variety of codecs, compression, work flows, and motion graphics utilized for online business development.
- Web design, content management, data base management
- Arts grants development and implementation

Professional Experience:

Producer/General Manager (2000 - Present)

- Voting member of the Napa County Arts & Culture Advisory Committee (Fourth year)
- Director of The Classical Arts Film Festival, Napa CA. (Six seasons)
- General Manager of the Jarvis Conservatory Theatre in Napa CA (2012 - present)
- Creator of the independent feature-length film and web series, *Heathens*
- Media Producer/Post Supervisor with ArtistWorks, Inc. (Launched several video-based music academies: Qbert Skratch University, Peery Piano Online, Martin Taylor Guitar Academy, Howard Levy Harmonica School, Academy of Bluegrass, Classical Music Academy.
- Producer/Promoter for NashCamp, Napa Valley Ballet, Jarvis Conservatory, Ballet Folklorico Napa, and the The Mandolin Symposium

Editor (1996 - 2009)

- *ArtistWorks Inc,* (Editor)
- *Packing Tape Productions* (Editor)
- *AMS Productions* (Assistant Editor)

AWARDS/ACCOMPLISHMENTS

- **Streamys - Nominated for Best Director** of a Dramatic Web Series (Heathens) - 2009
- Voting member of the **IAWTV** (International Academy of Web Television) 2010 - 2015
- ***South-by-Southwest*** Texas filmmaker showcase - 2002
- First Place Northwest Dr. Pepper Commercial Contest for writing
- **Hungerford Memorial Fellowship** Award for creative writing
- **Raybold Fellowship** Award for performance

Education:

- Digital Media Academy, Post Production 101 and 300 Apple Certified Coursework
- Motion Graphics Certified Coursework – Apex Web Media Online (Scott Simmons)
- Bachelor Fine Arts: University of Idaho – Moscow, ID

Video Portfolio: jessejpetrick.com

References available upon request

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-23

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Thomas C. Zeleny, Chief Deputy County Counsel

SUBJECT: Adoption of a Resolution Continuing the State of Local Emergency Due to Pervasive Tree Mortality

RECOMMENDATION

Adopt a Resolution continuing the State of Local Emergency Due to Pervasive Tree Mortality. (No Fiscal Impact)

BACKGROUND

CalFire conducted aerial surveys of Napa and Lake Counties in December of 2021 and January of 2022. The surveys revealed widespread conifer mortality due to the ongoing drought, and additional tree mortality exacerbated by populations of bark beetles, as fire and drought-stressed conifers provide ideal host material for a bark beetle population to establish and grow. On July 12, 2022, the Board of Supervisors heard a presentation on local tree mortality from experts in both entomology and tree mortality, and directed staff to return with a proposed resolution declaring a state of local emergency due to pervasive tree mortality in Napa County.

On September 13, 2022, the Board of Supervisors proclaimed a State of Local Emergency due to pervasive tree mortality in Napa County, pursuant to Resolution No. 2022-132. Government Code section 8630(c) requires local agencies to revisit proclamations of local emergency at least once every 60 days until the local emergency is terminated. Pervasive tree mortality in Napa County continues to present a substantial risk of dead and dying trees fueling high intensity wildfires imperiling persons, structures, crops and wildlife, destroying watersheds with incredible ecological diversity, and releasing huge quantities of greenhouse gases to the atmosphere. If adopted by the Board, the proposed resolution will continue the State of Local Emergency due to pervasive tree mortality in Napa County and extend the emergency powers of County officials as set forth in Resolution No. 2022-132.

On September 5, 2023, Napa County sent a letter to Congressman Thompson seeking federal support to manage the Mediterranean Oak Borer, one of the invasive species attacking native trees in Napa Valley. Napa County is seeking funding to understand the biology of this beetle, determine its spread, identify an effective means of management, and for removal and disposal of infected trees on public and private property.

During the State of Local Emergency, the powers, functions and duties of the Director of Emergency Services and the emergency organization of the County shall be those prescribed by state law, and by ordinance and resolution of Napa County. Continuing the State of Local Emergency also maintains the County's eligibility to receive mutual aid and other resources from the State or other agencies.

Requested Action: Adopt the Resolution.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	To seek and be eligible for state and federal assistance to address the emergency.
Is the general fund affected?	No
Future fiscal impact:	Staff cost of placing this item on the Board agenda every 60 days for renewal until termination.
Consequences if not approved:	Pervasive tree mortality in Napa County could constitute a significant threat to the economic and environmental health and safety of persons and property due to increased risk of high intensity wildfire, diminished air quality, and overall quality of life for residents in Napa County.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: This proposed activity is not subject to CEQA pursuant to CEQA Guidelines section 15060(c)(3) because the activity is not a project pursuant to section 15378, and because it will not result in a direct or reasonably foreseeable indirect physical change in the environment pursuant to section 15060(c)(2).

NAPA COUNTY RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, PROCLAIMING A CONTINUED STATE OF LOCAL EMERGENCY DUE TO PERVASIVE TREE MORTALITY

WHEREAS, Government Code section 8630 authorizes local governing bodies to proclaim local emergencies when such events occur as are described in California Government Code section 8558(c)(1); and

WHEREAS, Government Code section 8630 further provides that the local governing body review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency; and

WHEREAS, on September 13, 2022, the Board of Supervisors proclaimed a state of local emergency due to pervasive tree mortality in Napa County, pursuant to Resolution No. 2022-132; and

WHEREAS, pervasive tree mortality persists in Napa County, presenting conditions of disaster or extreme peril to persons and property which are likely to be beyond the control of the services, personnel, equipment and facilities of Napa County, as defined in Government Code section 8558(c)(1);

NOW, THEREFORE, **BE IT RESOLVED** by the Napa County Board of Supervisors, that pursuant to Government Code section 8630 a continued state of local emergency exists due to pervasive tree mortality in Napa County.

BE IT FURTHER RESOLVED, that the measures previously taken by the Board of Supervisors in Resolution No. 2022-132 shall continue to have full force and effect.

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THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 10th day of February, 2026, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Thomas C. Zeleny* Chief Deputy County Counsel Date: December 16, 2025 FV 13112773	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-97

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Andrew M. Mize, Legislative & Policy Analyst

SUBJECT: Policy Section 31A Addendum for Payment Card Information

RECOMMENDATION

Adopt a Resolution appending an addendum to the County of Napa Policy Manual, Section 31A, for Payment Card Information, and appointing the Treasurer-Tax Collector as the officer responsible for maintaining the security of payment card information received by the County. (No Fiscal Impact)

BACKGROUND

The County accepts payment card payments for, among other things, providing certain services. As a condition of accepting payment cards, the County must maintain compliance with the Payment Card Industry Data Security Standard (PCI DSS), published by the Payment Card Industry Security Standards Council, which is enforced through our merchant and payment processing relationships.

PCI DSS requires the County to maintain written policies governing how personnel may use County technology and access payment card data and related systems, including a documented acceptable use policy for end-user technologies. This item adopts a Payment Card Information Addendum (Exhibit A), to the County's Information Technology Use & Security Policy to formalize current practices, set clear expectations for personnel, and support ongoing PCI compliance activities.

PCI DSS requires the designation of a Payment Card Information Compliance Officer to manage organizational compliance with the standards. Along with the Division of Information Technology Services, the Office of the Treasurer-Tax Collector is primarily responsible for the management of processing of electronic credit card payments. Accordingly, staff recommend the appointment of the Treasurer-Tax Collector to be the County's Payment Card Information Compliance Officer.

Recommended action:

1. Adopt a resolution that:

(a) Amends the County Policy Manual, Part I, Section 31A by appending a Payment Card Information Addendum (as shown in Exhibit B [clean version] and Exhibit C [redline version]; and

(b) Appoints the Treasurer-Tax Collector as the County's Payment Card Information Compliance Officer.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Adoption of the Payment Card Information Addendum ensures the County is complying with PCI DSS requirements. Appointment of a Payment Card Information Compliance Officer is mandatory for compliance, but organizations have discretion in the position appointed for the role. Staff recommend appointment of the Treasurer-Tax Collector to this position because of the direct involvement of the Office of the Treasurer-Tax Collector in handling payment card information on a day-to-day basis.
Consequences if not approved:	The County will not be in compliance with PCI DSS requirements.
Additional Information:	Strategic Initiative: Elevate County Service & Workforce Excellence

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

RESOLUTION NO. 2026-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, RELATED TO SAFEGUARDING OF CUSTOMER PAYMENT CARD INFORMATION.

WHEREAS, the County of Napa, in the course of its regular business, from time to time has cause to collects payments from residents and businesses of the county; and

WHEREAS, the County has adopted the use of electronic payment interfaces in order to facilitate convenient methods of payment by those with business before the county; and

WHEREAS, as a condition of accepting payment cards, Napa County is required to put into place substantial procedural safeguards to protect that information using payment card industry-approved standards, including the Data Security Standard published by the Payment Card Industry ("PCI") Security Standards Council and the Security and Privacy Controls for Information Systems and Organizations published by National Institute of Standards and Technology; and

WHEREAS, Napa County has put into place substantial procedural safeguards to protect that information using payment card industry-approved standards, including the Data Security Standard (DSS) published by the Payment Card Industry ("PCI") Security Standards Council and the Security and Privacy Controls for Information Systems and Organizations published by National Institute of Standards and Technology; and

WHEREAS, these PCI standards require formal adoption of written policies governing how personnel may use County technology and access payment card data and related systems; and

WHEREAS, these PCI standards further require appointment of a PCI Compliance Officer; and

WHEREAS, the Office of the Treasurer-Tax Collector in Napa County is directly involved in the day-to-day processing of payment; and

NOW, THEREFORE, BE IT RESOLVED by the Napa County Board of Supervisors, that a "Payment Card Industry (PCI) Addendum," as shown in Exhibit "A," is hereby appended to Section 31A of Part I of the Napa County Policy Manual, the "Napa County Information Technology Use and Security Policy, such that the Addendum is attached to the existing Section 31A Policy, as shown in Exhibit "B"; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Supervisors is directed to incorporate the changes to Section 31A, "Napa County Information Technology Use and Security Policy," so that the Section reads in the manner set forth in Exhibit "B"; and

BE IT FURTHER RESOLVED that the Treasurer-Tax Collector is hereby appointed by the Board of Supervisors to serve as the PCI Compliance Officer for Napa County.

THE FOREGOING RESOLUTION WAS DULY, AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board of Supervisors on the 27th day of January, 2026, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
AMBER MANFREE, Chair
Napa County Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: January 20, 2026 Project ID. 13112669 | Resolution	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

EXHIBIT A
Payment Card Industry Addendum to Section 31A:
Napa County Information Technology Use & Security Policy

Payment Card Industry (PCI) Addendum

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I. Background & Purpose

A. Background

Napa County accepts credit/debit card payments as a convenience to our residents and customers. Departments may accept Visa, MasterCard, Discover, American Express and debit cards with a Visa or MasterCard logo. Departments that process credit/debit card payments are assigned unique merchant accounts. Credit/debit card merchants at Napa County are required by this policy to follow strict procedures to protect customer payment card data as PCI-DSS (Payment Card Industry Data Security Standard) compliance is required of all merchants. Accordingly, controls must be in place for handling and restricting of payment card information, computer and internet security, as well as the reporting of payment card information breaches. Although the primary focus of the PCI-DSS is on web-based sales and processing payment card information via the internet, other services have the potential to expose cardholder information. Therefore, all County credit card merchants, including merchants transmitting via a terminal on a dedicated phone or Ethernet line, must comply. This acceptable use policy is established and implemented regarding PCI system use, system security, and determining an acceptable level of risk as well as clearly defining security responsibilities and the expected behavior of all individuals with access to the system.

Unauthorized or improper use of Payment card data may compromise the confidentiality, integrity, or availability of sensitive data, information systems, or other critical County resources.

Additionally, the appropriate use of information assets benefits the County by strengthening the protection of the County and its personnel and business partners from illegal or potentially damaging activities.

B. Purpose

This policy defines and establishes the requirements for the appropriate use and safeguarding of payment card information in compliance with PCI-DSS.

II. Scope & Applicability

This policy is applicable to all County departments/locations that process, transmit or store cardholder information in a physical or electronic format. This pertains to ALL transactions including those initiated via the telephone, over the counter, via the internet, etc. All computers and electronic devices are governed by PCI-DSS. This includes, but is not limited to, servers that store payment card numbers, workstations that are used to enter payment card information into a central system, and any computers or credit/debit card swipe devices through which payment card information is transmitted. Furthermore, this policy applies to all personnel with access to payment card information, including employees, consultants and temporary workers, as well as any third-party vendors that may process payment cards on behalf of Napa County.

The policy statements contained herein are a supplemental set of controls meant to complement the existing Napa County Acceptable Use Policy covering all Napa County information assets.

III. Custody of PCI Data

Employees, contractors, and third-party service providers are custodians of PCI data, not owners. Access to PCI data is granted solely for official County business and must adhere to all applicable County policies, the PCI Data Security Standard (PCI DSS), and relevant state and federal laws.

Individual access and use of payment card data is neither personal nor private. As such, Napa County management reserves the right to monitor and/or log all personnel use of county information assets.

IV. Policy Directives

A. Compliance Required.

Compliance with PCI-DSS is required of all County personnel and departments that accept, process, transit, or store payment cardholder information.

This includes any County employee or contractor who, in the course of doing business on behalf of Napa County, is involved in the acceptance of payment card and e-commerce payments for the County.

B. System Requirements.

Only PCI-DSS compliant equipment, systems, and methods (as approved by the Coordinator) may be utilized to process, transmit, and/or store cardholder information.

C. Training Requirements.

County personnel and contractors who, in the course of doing business on behalf of Napa County, are involved in the acceptance of payment card and e-commerce payments for the County must attend training specific to PCI-DSS standards at least annually.

D. Capture Device Protection Measures.

Protect devices that capture payment card data via direct physical interaction with the card from tampering and/or substitution.

E. Regular Inspection of Capture Devices.

Inspect the card-reading devices at least monthly to look for tampering or substitution.

F. Prohibition on Transmission of Data.

Transmitting payment card information by email or fax is forbidden. Never send unprotected PANs by end-user messaging technologies (i.e. email, instant messaging, SMS, chat, etc.)

G. Custodian Responsibilities.

County personnel and contractors who, in the course of doing business on behalf of Napa County, are involved in the acceptance of payment card and e-commerce payments for the County are responsible for protecting cardholder information in accordance with PCI-DSS and Napa County policy and therefore may not acquire or disclose cardholder data, nor use said data for any unauthorized or improper purpose

H. Prohibition on Sale or Purchase of Payment Card-Related Information.

County personnel and contractors who, in the course of doing business on behalf of Napa County, are involved in the acceptance of payment card and e-commerce payments for the County may not sell, purchase, provide, or exchange said information in any form including but not limited to imprinted sales slips, carbon copies of imprinted sales slips, mailing lists, tapes, or other media obtained by reason of a card transaction to any third party. All requits to provide information to any party outside of your department must be coordinated with the Coordinator in the Treasurer-Tax Collector's Office. This applies also to contractors or agents who obtain access to payment card or other personal payment information in the course of conducting business on behalf of the County.

I. Pre-Hire Background Check.

County personnel and contractors who, in the course of doing business on behalf of Napa County, are involved in the acceptance of payment card and e-commerce payments for the County will be subject to background screening prior to hire to minimize the risk of attacks from internal sources.

J. Acknowledgment.

County personnel and contractors who, in the course of doing business on behalf of Napa County, are involved in the acceptance of payment card and e-commerce payments for the County must acknowledge they have read and understood this policy and applicable information security and privacy policies immediately upon gaining access to Payment card data and annually thereafter via the Information Security, Privacy, & Acceptable Use Acknowledgement and PCI addendum.

K. Retention Policy.

Napa County shall retain the completed Information Security, Privacy, & Acceptable Use Acknowledgement for each employee or contractor involved in the acceptance of payment card and e-commerce payments for the County for the applicable period.

V. Prohibition on Incidental Use

Incidental personal use of County PCI information assets is strictly forbidden.

PCI information assets must only be used in conjunction with authorized County business.

VI. Roles and Responsibilities

A. Appointment of PCI-DSS Compliance Officer as Central Coordinator

The PCI-DSS Compliance Officer will serve as the Coordinator of PCI activities, with assistance from the Chief Information Security Officer.

B. Responsibilities of Central Coordinator

The Coordinator must approve each merchant bank or processing contact of any third-party vendors, include processors, software providers, payment gateways, or other service providers on behalf of Napa County.

C. Department Compliance Responsibilities

All County credit card departments must prove compliance to the Coordinator by completing an annual PCI-DSS self-assessment questionnaire and, if applicable, allow for remote external scans by a PCI approved quality assessor.

D. Approval of Payment Card Processing Software and Equipment

All contracts or purchases of software and/or equipment related to payment card processing will be originated and/or approved by the Coordinator and the Chief Information Security Officer. This applies regardless of the transactions method or technology used.

VII. Enforcement

A. Policy Statement

Security breaches or lack of adherence to the requirements surrounding proper handling of credit/debit card information could result in serious consequences for Napa County.

B. Enforcement Action

County personnel who violate this policy may be subject to appropriate disciplinary action up to and including discharge as well as both civil and criminal penalties. Non-County personnel, including, without limitation, contractors, may be subject to termination of contractual agreements, denial of access to County information assets, and other actions as well as both civil and criminal penalties.

VIII. Auditing

A. Systems Monitoring

Individual activities on Napa County computer systems are subject to authorized monitoring to ensure system functionality, verify the application of prescribed security countermeasures, and protect against unauthorized use.

B. Reporting

Activity in violation of this agreement discovered in the course of authorized systems monitoring will be reported to the appropriate managerial staff.

C. Provision of Systems Monitoring Information to Law Enforcement

If authorized systems monitoring reveals possible evidence of criminal activity, such information may be provided to law enforcement personnel.

IX. Reporting

All personnel must report actual or perceived policy violations or security incidents to the ITS Service Desk by telephone at (707) 253-4160, or by emailing itsservicedesk@countyofnapa.org.

For more information about reporting security incidents or policy violations to the Napa County CISO, go to https://countyofnapa.sharepoint.com/sites/InformationSecurity.

X. Security Exemption Process

If compliance is not feasible or is technically impossible, if existing policy currently in place already meets these requirements, or if deviation from this policy is necessary to support a business function, the respective manager must formally request a security variance by submitting the IT Standards Exemption Request to the CISO.

XI. Reference

PCI-DSS 4.0NIST SP 800-53

EXHIBIT B
Section 31A: Napa County Information Technology Use & Security Policy
(as amended to include Payment Card Industry Addendum)

Approved March 25, 1997
Revised April 17, 2001
Revised January 27, 2026

NAPA COUNTY INFORMATION TECHNOLOGY USE & SECURITY POLICY

I. STATEMENT OF POLICY

Napa County has a significant investment in networked and on-line personal computer technology in order to assist employees in performing their jobs as efficiently as possible. In addition, advancements are being made to integrate voice and facsimile communications capabilities into the County's personal computer and network technology. As a result County employees are expected to ensure that computers, software, electronically stored data, facsimile, voice-mail equipment and other telecommunications systems are secure and used appropriately. This Policy is intended to apply to all County Information Systems equipment and devices, such as, personal computers, laptops, telephones, cellular phones, facsimile machines, hand-held devices and personal data assistants ("PDAs"). For further guidance, please refer to the Information Technology Use & Security Guidelines.

A. Purpose of Policy

1. To Establish Appropriate Use and Security Guidelines

The County makes every effort to provide employees with the best technology available to conduct the County's official business. Therefore, this policy has been created to advise all users regarding the appropriate use of, access to, and the disclosure of information created, transmitted, received and stored via the use of County computing and telecommunications networks, systems and equipment (collectively referred to as Napa County's Information Systems) and is intended to guide employees in the performance of duties as related to the use of these Information Systems. All employees and other users are required to adhere to this Policy. Certain departments may have unique requirements and are encouraged to develop separate policies and guidelines to address those issues.

2. To Provide Notice Regarding Expectation of Privacy

This Policy is also intended to notice employees that all County Information Systems, and their contents, are not confidential or private. That is, all data, including any that is stored electronically or printed as a document, is subject to audit, review, disclosure and discovery. **Such data may be subject to disclosure pursuant to the Public Records Act (California Government Code Section 6250 et. seq.).** ***Therefore, there is no expectation of privacy in the use of the County's Information Systems.***

Accordingly, the County reserves the right to access and monitor employee use of the County's Information Systems as well as any stored information, created or

received by County employees, with the County's Information Systems. The reservation of this right is to ensure that the County's Information Systems are used securely and appropriately in an ethical and lawful manner.

3. Applicability of This Policy to Other County Information Systems Users

Persons providing services to the County pursuant to a contract, vendors, or others who use the County's Information Systems during the course of performing their duties, will be held accountable for abiding by this Policy.

II. USE OF COUNTY INFORMATION SYSTEMS

A. General Use Statement

As improvements in County technology provide increased connectivity, the actions of one employee can impact the integrity and security of a telecommunications network used by many. A County employee, or any other user granted use of the County's Information Systems is expected to use those systems in a responsible manner by complying with all policies, relevant laws and contractual agreements.

All County Information Systems furnished to employees as well as to any other users, are Napa County property, intended for County business use. Use of County Information Systems for personal or commercial gain is prohibited. As a condition of employment, all employees will be required to sign a Standard of Conduct Agreement to acknowledge that they have read and understand this Policy, and, by so signing, consent to the County's accessing, reviewing and disclosing data or messages stored in the County's Information Systems. Department Heads are responsible for taking appropriate action for any violations of this policy.

These same Policy provisions, as well as other applicable County policies, apply to employees and any other users who access the County's Information Systems from remote sites.

B. Prohibited Use

The use of the County's Information Systems is restricted to "official County business", therefore, certain conduct is considered to be in violation of the County's Information Technology Use & Security Policy. In addition, such prohibited use may be in violation of other applicable County policies. Examples of prohibited use include, but are not limited, to the following:

- Personal use of or time spent for personal gain which exceeds incidental use.

- Using the County network to gain unauthorized access to other areas of the County system or other systems to which the County is connected. Such an action is a violation of this Policy as well as the Federal Electronic Communications Privacy Act (ECPA) 18 U.S.C. § 2510.

- Attempting to circumvent data protection schemes or uncover security loopholes. This includes creating and/or running programs that are designed to identify security loopholes and/or decrypt intentionally secured data.

- Knowingly or carelessly running or installing on any computer system or network, programs known as computer viruses.

- Violating terms of applicable software licensing agreement or copyright laws and their fair use provisions through inappropriate reproduction or dissemination of copyrighted text, images etc.

- Using County resources for private commercial activity such as creating products or reports for sale.

- Using electronic mail to harass or threaten others. This includes sending repeated, unwanted e-mail to another user.

- Using the Computer or Internet for political campaigns.

- Transmitting or reproducing materials that are vulgar, lewd, disturbing or sexually explicit or that otherwise violate existing County policy.

- Transmitting or reproducing materials that are slanderous or defamatory in nature or that otherwise violate existing County policy.

- Representing yourself as someone else, real or fictional, or sending a message anonymously.

- Downloading files from the Internet without first scanning them with the County's standard virus prevention software.

- Sending, posting or providing access to any sensitive or confidential County material or information unless for official County business purposes.

- Any violation of this Policy may result in disciplinary action up to and including termination as well as civil and/or criminal prosecution.

III. COUNTY INFORMATION SYSTEMS DATA ACCESS

A. Right of Access

1. The County has an unrestricted right of access to, inspection of, and disclosure of all voice and electronic data and software on any County equipment or media, at the request of appropriate County management. Such access and disclosure shall be in accordance with, and subject to any controls or restrictions imposed by applicable statutes or licenses, and in a manner consistent with preservation of evidentiary privileges.

2. Access to and review of voice and electronic data and Internet files on County Information Systems or media will follow supervisory lines. The supervisor and higher authorities under whom each staff member, other user, or official, works has the authority to access, inspect and disclose information, in accordance with the policies contained in this section, and consistent with applicable statutes or licenses. Peers and subordinates have no authority to access or disclose except as specifically granted by Department manager.

B. Obligation to Provide Access

Individual County employees, officials, or other users of County Information Systems or media are required to immediately provide access, decrypt and disclose any passwords, files or data to appropriate County management upon request. (All County employees, officials and other users shall be informed of this requirement and required to sign and acknowledge the Information Technology Use Standard of Conduct Agreement)

IV. SOFTWARE AND DATA OWNERSHIP

A. County of Napa Ownership Rights

1. Ownership rights for all software owned or controlled by the Napa County are vested in the "County of Napa" and are subject to the controls, policies, and procedures established by the Board of Supervisors, except where otherwise provided by software license or consultants under a contract. All software and documentation developed by or under the supervision (direct or indirect) of County programming personnel during work hours or using County Information Systems is the property of the County, until such time that the County abandons or transfers ownership except where such ownership or work is governed by an existing contract or agreement.

2. Data files are public records under the control of the appointed Custodians of Records for the respective County Departments, appointed or elective offices.

Ownership and control of such information shall be consistent with the California Public Records Act. The fact that individual items or collections of data or software are public in nature, or actually are public records, does not diminish the "property" aspects of County ownership.

3. The County may, in its sole discretion, assert, establish and exercise property rights in any and all data, files and software stored, maintained, created or placed on any County Information Systems including transferable media such as diskettes and tapes, unless that file or software is the licensed property of another entity. The assertion, establishment, and exercise of such rights may occur at any level along lines of supervisory authority. Such action shall be in a manner consistent with state and federal laws. Request for review of such action shall be to the applicable Department Head, whose decision is final.

4. The Department of Information Technology Services (ITS) has custodial responsibility for software licensing and data security administration. This includes all data and programs supporting network systems including the processing and storage of data for County Departments.

V. STATUS OF OTHER POLICIES

This policy supercedes and replaces all other policies on the same subject, especially that policy entitled, "NAPA COUNTY COMPUTER INFORMATION & SECURITY POLICY" adopted by the Board of Supervisors effective on or about March 25, 1997. The County reserves the right to amend or append this policy to include necessary guidelines for new developments in computer information use, such as storage of e-mail and stored data and integrated telecommunications systems with computer and electronic data systems, or whenever it is appropriate to conform to state and federal laws, rules and regulations.

NAPA COUNTY
Information Technology Use & Security Policy
STANDARD OF CONDUCT AGREEMENT

BY SIGNING THIS FORM, I UNDERSTAND AND AGREE TO THE FOLLOWING:

This is to certify that I have read and understand and agree to abide by the Napa County Information Technology Use and Security Policy.

I understand that as a County employee or person who provides services to the County, I have access rights only to the information with which I have been assigned to work and that accessing confidential information in files or other stored communications data other than those to which I am assigned to work, or using County equipment or on-line services to access and/or distribute to other County employees, contractors or members of the public, any unacceptable information obtained from any source, is expressly prohibited.

I understand that the County maintains the right to monitor, access, examine and disclose all data and information stored and transmitted by a County computer and/or telecommunications system in accordance with applicable laws and policies in order to ensure the proper use and maintenance of these systems.

I further understand that failure to comply with any of the guidelines and requirements of the Napa County Information Technology Use and Security Policy, as well as other related County Policies and state and/or federal law could result in disciplinary action, up to and including termination of my employment.

I also agree to periodically review the associated Information & Technology Use & Security Guidelines. In addition, changes or modifications may be made to this Policy and I understand that the law, this Policy and associated Guidelines regarding the use of the County's information systems are continually evolving. Therefore, I understand that my regular review of this Policy is required. I understand that updates to this Policy and associated Guidelines will be made available to me when changes or modifications to these occur.

This acknowledgement form will be filed in my personnel file and with the Department of ITS.

EMPLOYEE ACKNOWLEDGMENT:

_____ _____
Employee Name (print) Signature

_____ _____
Employee's Department Date

Payment Card Industry (PCI) Addendum

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I. Background & Purpose

A. Background

Napa County accepts credit/debit card payments as a convenience to our residents and customers. Departments may accept Visa, MasterCard, Discover, American Express and debit cards with a Visa or MasterCard logo. Departments that process credit/debit card payments are assigned unique merchant accounts. Credit/debit card merchants at Napa County are required by this policy to follow strict procedures to protect customer payment card data as PCI-DSS (Payment Card Industry Data Security Standard) compliance is required of all merchants. Accordingly, controls must be in place for handling and restricting of payment card information, computer and internet security, as well as the reporting of payment card information breaches. Although the primary focus of the PCI-DSS is on web-based sales and processing payment card information via the internet, other services have the potential to expose cardholder information. Therefore, all County credit card merchants, including merchants transmitting via a terminal on a dedicated phone or Ethernet line, must comply. This acceptable use policy is established and implemented regarding PCI system use, system security, and determining an acceptable level of risk as well as clearly defining security responsibilities and the expected behavior of all individuals with access to the system.

Unauthorized or improper use of Payment card data may compromise the confidentiality, integrity, or availability of sensitive data, information systems, or other critical County resources.

Additionally, the appropriate use of information assets benefits the County by strengthening the protection of the County and its personnel and business partners from illegal or potentially damaging activities.

B. Purpose

This policy defines and establishes the requirements for the appropriate use and safeguarding of payment card information in compliance with PCI-DSS.

II. Scope & Applicability

This policy is applicable to all County departments/locations that process, transmit or store cardholder information in a physical or electronic format. This pertains to ALL transactions including those initiated via the telephone, over the counter, via the internet, etc. All computers and electronic devices are governed by PCI-DSS. This includes, but is not limited to, servers that store payment card numbers, workstations that are used to enter payment card information into a central system, and any computers or credit/debit card swipe devices through which payment card information is transmitted. Furthermore, this policy applies to all personnel with access to payment card information, including employees, consultants and temporary workers, as well as any third-party vendors that may process payment cards on behalf of Napa County.

The policy statements contained herein are a supplemental set of controls meant to complement the existing Napa County Acceptable Use Policy covering all Napa County information assets.

III. Custody of PCI Data

Employees, contractors, and third-party service providers are custodians of PCI data, not owners. Access to PCI data is granted solely for official County business and must adhere to all applicable County policies, the PCI Data Security Standard (PCI DSS), and relevant state and federal laws.

Individual access and use of payment card data is neither personal nor private. As such, Napa County management reserves the right to monitor and/or log all personnel use of county information assets.

IV. Policy Directives

A. Compliance Required.

Compliance with PCI-DSS is required of all County personnel and departments that accept, process, transit, or store payment cardholder information.

This includes any County employee or contractor who, in the course of doing business on behalf of Napa County, is involved in the acceptance of payment card and e-commerce payments for the County.

B. System Requirements.

Only PCI-DSS compliant equipment, systems, and methods (as approved by the Coordinator) may be utilized to process, transmit, and/or store cardholder information.

C. Training Requirements.

County personnel and contractors who, in the course of doing business on behalf of Napa County, are involved in the acceptance of payment card and e-commerce payments for the County must attend training specific to PCI-DSS standards at least annually.

D. Capture Device Protection Measures.

Protect devices that capture payment card data via direct physical interaction with the card from tampering and/or substitution.

E. Regular Inspection of Capture Devices.

Inspect the card-reading devices at least monthly to look for tampering or substitution.

F. Prohibition on Transmission of Data.

Transmitting payment card information by email or fax is forbidden. Never send unprotected PANs by end-user messaging technologies (i.e. email, instant messaging, SMS, chat, etc.)

G. Custodian Responsibilities.

County personnel and contractors who, in the course of doing business on behalf of Napa County, are involved in the acceptance of payment card and e-commerce payments for the County are responsible for protecting cardholder information in accordance with PCI-DSS and Napa County policy and therefore may not acquire or disclose cardholder data, nor use said data for any unauthorized or improper purpose

H. Prohibition on Sale or Purchase of Payment Card-Related Information.

County personnel and contractors who, in the course of doing business on behalf of Napa County, are involved in the acceptance of payment card and e-commerce payments for the County may not sell, purchase, provide, or exchange said information in any form including but not limited to imprinted sales slips, carbon copies of imprinted sales slips, mailing lists, tapes, or other media obtained by reason of a card transaction to any third party. All requits to provide information to any party outside of your department must be coordinated with the Coordinator in the Treasurer-Tax Collector's Office. This applies also to contractors or agents who obtain access to payment card or other personal payment information in the course of conducting business on behalf of the County.

I. Pre-Hire Background Check.

County personnel and contractors who, in the course of doing business on behalf of Napa County, are involved in the acceptance of payment card and e-commerce payments for the County will be subject to background screening prior to hire to minimize the risk of attacks from internal sources.

J. Acknowledgment.

County personnel and contractors who, in the course of doing business on behalf of Napa County, are involved in the acceptance of payment card and e-commerce payments for the County must acknowledge they have read and understood this policy and applicable information security and privacy policies immediately upon gaining access to Payment card data and annually thereafter via the Information Security, Privacy, & Acceptable Use Acknowledgement and PCI addendum.

K. Retention Policy.

Napa County shall retain the completed Information Security, Privacy, & Acceptable Use Acknowledgement for each employee or contractor involved in the acceptance of payment card and e-commerce payments for the County for the applicable period.

V. Prohibition on Incidental Use

Incidental personal use of County PCI information assets is strictly forbidden.

PCI information assets must only be used in conjunction with authorized County business.

VI. Roles and Responsibilities

A. Appointment of PCI-DSS Compliance Officer as Central Coordinator

The PCI-DSS Compliance Officer will serve as the Coordinator of PCI activities, with assistance from the Chief Information Security Officer.

B. Responsibilities of Central Coordinator

The Coordinator must approve each merchant bank or processing contact of any third-party vendors, include processors, software providers, payment gateways, or other service providers on behalf of Napa County.

C. Department Compliance Responsibilities

All County credit card departments must prove compliance to the Coordinator by completing an annual PCI-DSS self-assessment questionnaire and, if applicable, allow for remote external scans by a PCI approved quality assessor.

D. Approval of Payment Card Processing Software and Equipment

All contracts or purchases of software and/or equipment related to payment card processing will be originated and/or approved by the Coordinator and the Chief Information Security Officer. This applies regardless of the transactions method or technology used.

VII. Enforcement

A. Policy Statement

Security breaches or lack of adherence to the requirements surrounding proper handling of credit/debit card information could result in serious consequences for Napa County.

B. Enforcement Action

County personnel who violate this policy may be subject to appropriate disciplinary action up to and including discharge as well as both civil and criminal penalties. Non-County personnel, including, without limitation, contractors, may be subject to termination of contractual agreements, denial of access to County information assets, and other actions as well as both civil and criminal penalties.

VIII. Auditing

A. Systems Monitoring

Individual activities on Napa County computer systems are subject to authorized monitoring to ensure system functionality, verify the application of prescribed security countermeasures, and protect against unauthorized use.

B. Reporting

Activity in violation of this agreement discovered in the course of authorized systems monitoring will be reported to the appropriate managerial staff.

C. Provision of Systems Monitoring Information to Law Enforcement

If authorized systems monitoring reveals possible evidence of criminal activity, such information may be provided to law enforcement personnel.

IX. Reporting

All personnel must report actual or perceived policy violations or security incidents to the ITS Service Desk by telephone at (707) 253-4160, or by emailing itsservicedesk@countyofnapa.org.

For more information about reporting security incidents or policy violations to the Napa County CISO, go to https://countyofnapa.sharepoint.com/sites/InformationSecurity.

X. Security Exemption Process

If compliance is not feasible or is technically impossible, if existing policy currently in place already meets these requirements, or if deviation from this policy is necessary to support a business function, the respective manager must formally request a security variance by submitting the IT Standards Exemption Request to the CISO.

XI. Reference

PCI-DSS 4.0NIST SP 800-53

EXHIBIT C
Section 31A: Napa County Information Technology Use & Security Policy
(as amended to include Payment Card Industry Addendum) (Redline)

Approved March 25, 1997
Revised ~~Effective~~ April 17, 2001
Revised January 27, 2026

NAPA COUNTY INFORMATION TECHNOLOGY USE & SECURITY POLICY

I. STATEMENT OF POLICY

Napa County has a significant investment in networked and on-line personal computer technology in order to assist employees in performing their jobs as efficiently as possible. In addition, advancements are being made to integrate voice and facsimile communications capabilities into the County's personal computer and network technology. As a result County employees are expected to ensure that computers, software, electronically stored data, facsimile, voice-mail equipment and other telecommunications systems are secure and used appropriately. This Policy is intended to apply to all County Information Systems equipment and devices, such as, personal computers, laptops, telephones, cellular phones, facsimile machines, hand-held devices and personal data assistants ("PDAs"). For further guidance, please refer to the Information Technology Use & Security Guidelines.

A. Purpose of Policy

1. To Establish Appropriate Use and Security Guidelines

The County makes every effort to provide employees with the best technology available to conduct the County's official business. Therefore, this policy has been created to advise all users regarding the appropriate use of, access to, and the disclosure of information created, transmitted, received and stored via the use of County computing and telecommunications networks, systems and equipment (collectively referred to as Napa County's Information Systems) and is intended to guide employees in the performance of duties as related to the use of these Information Systems. All employees and other users are required to adhere to this Policy. Certain departments may have unique requirements and are encouraged to develop separate policies and guidelines to address those issues.

2. To Provide Notice Regarding Expectation of Privacy

This Policy is also intended to notice employees that all County Information Systems, and their contents, are not confidential or private. That is, all data, including any that is stored electronically or printed as a document, is subject to audit, review, disclosure and discovery. **Such data may be subject to disclosure pursuant to the Public Records Act (California Government Code Section 6250 et. seq.).** ***Therefore, there is no expectation of privacy in the use of the County's Information Systems.***

Accordingly, the County reserves the right to access and monitor employee use of the County's Information Systems as well as any stored information, created or

received by County employees, with the County's Information Systems. The reservation of this right is to ensure that the County's Information Systems are used securely and appropriately in an ethical and lawful manner.

3. Applicability of This Policy to Other County Information Systems Users

Persons providing services to the County pursuant to a contract, vendors, or others who use the County's Information Systems during the course of performing their duties, will be held accountable for abiding by this Policy.

II. USE OF COUNTY INFORMATION SYSTEMS

A. General Use Statement

As improvements in County technology provide increased connectivity, the actions of one employee can impact the integrity and security of a telecommunications network used by many. A County employee, or any other user granted use of the County's Information Systems is expected to use those systems in a responsible manner by complying with all policies, relevant laws and contractual agreements.

All County Information Systems furnished to employees as well as to any other users, are Napa County property, intended for County business use. Use of County Information Systems for personal or commercial gain is prohibited. As a condition of employment, all employees will be required to sign a Standard of Conduct Agreement to acknowledge that they have read and understand this Policy, and, by so signing, consent to the County's accessing, reviewing and disclosing data or messages stored in the County's Information Systems. Department Heads are responsible for taking appropriate action for any violations of this policy.

These same Policy provisions, as well as other applicable County policies, apply to employees and any other users who access the County's Information Systems from remote sites.

B. Prohibited Use

The use of the County's Information Systems is restricted to "official County business", therefore, certain conduct is considered to be in violation of the County's Information Technology Use & Security Policy. In addition, such prohibited use may be in violation of other applicable County policies. Examples of prohibited use include, but are not limited, to the following:

- Personal use of or time spent for personal gain which exceeds incidental use.

- Using the County network to gain unauthorized access to other areas of the County system or other systems to which the County is connected. Such an action is a violation of this Policy as well as the Federal Electronic Communications Privacy Act (ECPA) 18 U.S.C. § 2510.

- Attempting to circumvent data protection schemes or uncover security loopholes. This includes creating and/or running programs that are designed to identify security loopholes and/or decrypt intentionally secured data.

- Knowingly or carelessly running or installing on any computer system or network, programs known as computer viruses.

- Violating terms of applicable software licensing agreement or copyright laws and their fair use provisions through inappropriate reproduction or dissemination of copyrighted text, images etc.

- Using County resources for private commercial activity such as creating products or reports for sale.

- Using electronic mail to harass or threaten others. This includes sending repeated, unwanted e-mail to another user.

- Using the Computer or Internet for political campaigns.

- Transmitting or reproducing materials that are vulgar, lewd, disturbing or sexually explicit or that otherwise violate existing County policy.

- Transmitting or reproducing materials that are slanderous or defamatory in nature or that otherwise violate existing County policy.

- Representing yourself as someone else, real or fictional, or sending a message anonymously.

- Downloading files from the Internet without first scanning them with the County's standard virus prevention software.

- Sending, posting or providing access to any sensitive or confidential County material or information unless for official County business purposes.

- Any violation of this Policy may result in disciplinary action up to and including termination as well as civil and/or criminal prosecution.

III. COUNTY INFORMATION SYSTEMS DATA ACCESS

A. Right of Access

1. The County has an unrestricted right of access to, inspection of, and disclosure of all voice and electronic data and software on any County equipment or media, at the request of appropriate County management. Such access and disclosure shall be in accordance with, and subject to any controls or restrictions imposed by applicable statutes or licenses, and in a manner consistent with preservation of evidentiary privileges.

2. Access to and review of voice and electronic data and Internet files on County Information Systems or media will follow supervisory lines. The supervisor and higher authorities under whom each staff member, other user, or official, works has the authority to access, inspect and disclose information, in accordance with the policies contained in this section, and consistent with applicable statutes or licenses. Peers and subordinates have no authority to access or disclose except as specifically granted by Department manager.

B. Obligation to Provide Access

Individual County employees, officials, or other users of County Information Systems or media are required to immediately provide access, decrypt and disclose any passwords, files or data to appropriate County management upon request. (All County employees, officials and other users shall be informed of this requirement and required to sign and acknowledge the Information Technology Use Standard of Conduct Agreement)

IV. SOFTWARE AND DATA OWNERSHIP

A. County of Napa Ownership Rights

1. Ownership rights for all software owned or controlled by the Napa County are vested in the "County of Napa" and are subject to the controls, policies, and procedures established by the Board of Supervisors, except where otherwise provided by software license or consultants under a contract. All software and documentation developed by or under the supervision (direct or indirect) of County programming personnel during work hours or using County Information Systems is the property of the County, until such time that the County abandons or transfers ownership except where such ownership or work is governed by an existing contract or agreement.

2. Data files are public records under the control of the appointed Custodians of Records for the respective County Departments, appointed or elective offices.

Ownership and control of such information shall be consistent with the California Public Records Act. The fact that individual items or collections of data or software are public in nature, or actually are public records, does not diminish the "property" aspects of County ownership.

3. The County may, in its sole discretion, assert, establish and exercise property rights in any and all data, files and software stored, maintained, created or placed on any County Information Systems including transferable media such as diskettes and tapes, unless that file or software is the licensed property of another entity. The assertion, establishment, and exercise of such rights may occur at any level along lines of supervisory authority. Such action shall be in a manner consistent with state and federal laws. Request for review of such action shall be to the applicable Department Head, whose decision is final.

4. The Department of Information Technology Services (ITS) has custodial responsibility for software licensing and data security administration. This includes all data and programs supporting network systems including the processing and storage of data for County Departments.

V. STATUS OF OTHER POLICIES

This policy supercedes and replaces all other policies on the same subject, especially that policy entitled, "NAPA COUNTY COMPUTER INFORMATION & SECURITY POLICY" adopted by the Board of Supervisors effective on or about March 25, 1997. The County reserves the right to amend or append this policy to include necessary guidelines for new developments in computer information use, such as storage of e-mail and stored data and integrated telecommunications systems with computer and electronic data systems, or whenever it is appropriate to conform to state and federal laws, rules and regulations.

NAPA COUNTY
Information Technology Use & Security Policy
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I further understand that failure to comply with any of the guidelines and requirements of the Napa County Information Technology Use and Security Policy, as well as other related County Policies and state and/or federal law could result in disciplinary action, up to and including termination of my employment.

I also agree to periodically review the associated Information & Technology Use & Security Guidelines. In addition, changes or modifications may be made to this Policy and I understand that the law, this Policy and associated Guidelines regarding the use of the County's information systems are continually evolving. Therefore, I understand that my regular review of this Policy is required. I understand that updates to this Policy and associated Guidelines will be made available to me when changes or modifications to these occur.

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Payment Card Industry (PCI) Addendum

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County personnel and contractors who, in the course of doing business on behalf of Napa County, are involved in the acceptance of payment card and e-commerce payments for the County must attend training specific to PCI-DSS standards at least annually.

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County personnel and contractors who, in the course of doing business on behalf of Napa County, are involved in the acceptance of payment card and e-commerce payments for the County will be subject to background screening prior to hire to minimize the risk of attacks from internal sources.

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Individual activities on Napa County computer systems are subject to authorized monitoring to ensure system functionality, verify the application of prescribed security countermeasures, and protect against unauthorized use.

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Activity in violation of this agreement discovered in the course of authorized systems monitoring will be reported to the appropriate managerial staff.

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For more information about reporting security incidents or policy violations to the Napa County CISO, go to https://countyofnapa.sharepoint.com/sites/InformationSecurity.

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XI. Reference

PCI-DSS 4.0
NIST SP 800-53

Napa County

Board Agenda Letter

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www.napacounty.gov

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Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-273

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Andrew M. Mize, Legislative & Policy Analyst

SUBJECT: Assembly Bill 35 - Proposed Letter in Support

RECOMMENDATION

Approve for transmission a position letter in support of California Assembly Bill 35, related to climate bond rulemaking. (No fiscal impact.)

BACKGROUND

This matter is before the Board by referral to the Chief Executive Officer at its January 27, 2026 meeting.

In 2024, California voters passed Proposition 4, a $10 billion bond known colloquially as the Climate Bond. The Legislature in 2025 appropriated $3.3 billion of this funding.

Assembly Bill 35, a bipartisan bill authored by Assemblymember David Alvarez (D-Chula Vista) and principally co-authored by Asm. Heather Hadwick (R-Redding), seeks to speed the disbursement of this funding to recipients and get projects underway. The bill proposes to accomplish this by suspending the requirement that executive branch programs (including grant programs, like those funded by the State Coastal Conservancy) funded by the bill proceed through rulemaking under the Administrative Procedures Act.

Approval of this bill would expedite disbursement of State Coastal Conservancy grant funds, sourced from Proposition 4, in the amount of $2.77 million to the Napa River Ecology Center.

Requested action: Authorize the transmission of position letters in support of AB 35 to the committee currently considering the proposal, and to future committees to which the bill is referred for vote.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Board has broad discretion to take positions on state and federal legislation. This requested action represents an exercise of that discretion in the interest of supporting a local project that will bring broader community benefits.
Consequences if not approved:	No letter in support of AB 35 will transmit from the Board.
Additional Information	Strategic Initiative: Build Healthy, Connected Communities; Champion Environmental Sustainability and Resilience.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

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Board of Supervisors

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Amber Manfree
Chair

Hon. Catherine S. Blakespear
Chair, Senate Committee on Environmental Quality
1021 O Street, Suite
Sacramento, Calif. 95814

February 10, 2026

Dear Sen. Blakespear,

On behalf of the Napa County Board of Supervisors, I write in strong support of Assembly Bill 35, the effort to exempt Proposition 4 funding appropriations from rulemaking authored and principally co-authored by bipartisan Assemblymembers from the farthest northern and southern reaches of our state. These are regions with substantial divergence in many of their interests, but with shared interests in good government that delivers on voter expectations. Napa County respectfully requests the passage of AB 35 through your policy committee in recognition of the critical role these funds will play in climate resilience and mitigation projects across California

Administrative rulemaking is a lengthy and complex process by design. Too often in our state's recent past, opponents of voter-approved, ballot-measure funded projects have used the complexities of rulemaking to stymie the will of the state's voters. One need look only to the High-Speed Rail project (funded by a $10 billion bond approved by voters in 2008) and the Sacramento Valley Water Storage Project ($1 billion bond, 2014), both of which are subject to costly administrative rulemaking procedures, neither of which are yet built, to see that rulemaking causes costs of projects to balloon and delayed disbursement of bond funds.

California is at a critical point in its efforts to mitigate and reverse rapidly changing climate conditions. Recognizing this, voters in 2024 approved $10 billion for climate-related projects. Nearly 40 percent of the bonds are allocated to water supply improvements and flood mitigation.19 The next three biggest categories, representing a cumulative 40 percent of the remaining bonds, are designated for wildfire prevention and forest health, sea level rise and coastal restoration, and the protection and restoration of natural areas.

These resilience and restoration projects are too important to the future of our state to allow their implementation to be held up in years of rulemaking. The Legislature should look instead to the models set by 2018's Proposition 68, where voters approved $4.1 billion for climate adaptation, water quality, and parks and to which rulemaking did not apply. As of 2026, $4 billion has been committed, funding 3111 projects across 72 programs, and only $68 million, or about 1.6%,

Joelle Gallagher District 1 | **Liz Alessio** District 2 | **Anne Cottrell** District 3 | **Amber Manfree** District 4 | **Belia Ramos** District 5

remains outstanding.[1] Similarly, Proposition 84, passed in 2006 and exempted from rulemaking requirements, funded 42 projects totaling $48.6 million by 2009, just three years after passage, and an additional 27 projects totaling $38.7 million by 2013.[2] These results, delivered to California voters effectively and efficiently, speak for themselves. Imposing administrative rulemaking requirements on Proposition 4 funds will subject the programs designed to deliver these projects to significant administrative costs and delays in implementation.

Locally, the Napa River Ecology Center, a project repurposing the former City of American Canyon Corporate Yard to showcase the importance of the American Canyon Wetlands, is expected to receive approximately $2.77 million in Proposition 4 funds through a grant from the State Coastal Conservancy.

The Napa County Board of Supervisors respectfully urges the passage of AB 35 through your Committee on Environmental Quality.

Sincerely,

Amber Manfree
Chair
Napa County Board of Supervisors

CC:

Members and Staff of the Senate Committee on Environmental Quality
Sen. Chris Cabaldon
Asm. Cecilia Aguiar-Curry

[1] https://bondaccountability.resources.ca.gov/p68.aspx
[2] https://www.waterboards.ca.gov/water_issues/programs/grants_loans/swgp/prop84/

AMENDED IN ASSEMBLY JANUARY 14, 2026

AMENDED IN ASSEMBLY JANUARY 5, 2026

AMENDED IN ASSEMBLY APRIL 21, 2025

CALIFORNIA LEGISLATURE—2025–26 REGULAR SESSION

ASSEMBLY BILL No. 35

Introduced by Assembly Member Alvarez
(Principal coauthor: Assembly Member Hadwick)
(Principal coauthor: Senator Arreguín)
~~(Coauthor: Assembly Member Connolly)~~
(Coauthors: Assembly Members Alanis, Ávila Farías, Berman, Boerner, Carrillo, Connolly, Davies, Jeff Gonzalez, Mark González, Hoover, Kalra, Patel, Pellerin, Petrie-Norris, Rogers, Solache, Stefani, Wallis, Ward, Wicks, and Zbur)
~~(Coauthor: Senator Allen)~~
(Coauthors: Senators Allen, Blakespear, Grayson, Jones, Padilla, Seyarto, and Valladares)

December 2, 2024

An act to amend Section 90135 of the Public Resources Code, relating to environmental ~~protection.~~ *protection, and declaring the urgency thereof, to take effect immediately.*

LEGISLATIVE COUNSEL'S DIGEST

AB 35, as amended, Alvarez. Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024: Administrative Procedure Act: exemption: program guidelines and selection criteria.

Existing law, the Administrative Procedure Act, sets forth the requirements for the adoption, publication, review, and implementation of regulations by state agencies.

The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 (act), approved by the voters as Proposition 4 at the November 5, 2024, statewide general election, authorized the issuance of bonds in the amount of $10,000,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, drought, flood, and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate-smart, sustainable, and resilient farms, ranches, and working lands, park creation and outdoor access, and clean air programs.

Existing law authorizes certain regulations needed to effectuate or implement programs of the act to be adopted as emergency regulations in accordance with the Administrative Procedure Act, as provided. Existing law requires the emergency regulations to be filed with the Office of Administrative Law and requires the emergency regulations to remain in effect until repealed or amended by the adopting state agency.

~~This bill would delete the above provisions relating to the adoption of regulations to implement the act as emergency regulations and would instead exempt the adoption of those regulations from the Administrative Procedure Act.~~

This bill, notwithstanding the above, would exempt the adoption of regulations needed to effectuate or implement programs of the act from the requirements of the Administrative Procedure Act, as provided. The bill would require a state entity that receives funding to administer a competitive grant program established using the Administrative Procedure Act exemption to do certain things, including develop draft project solicitation and evaluation guidelines and to submit those guidelines to the Secretary of the Natural Resources Agency, except as provided. The bill would require the Secretary of the Natural Resources Agency to post an electronic form of the guidelines submitted by a state entity and the subsequent verifications on the Natural Resources Agency's internet website. The bill would authorize the use of certain previously developed program guidelines and selection criteria for these purposes, as provided.

This bill would declare that it is to take effect immediately as an urgency statute.

Vote: ~~majority~~ ~~2/3~~. Appropriation: no. Fiscal committee: yes. State-mandated local program: no.

The people of the State of California do enact as follows:

SECTION 1. Section 90135 of the Public Resources Code is amended to read:

90135. (a) The Secretary of the Natural Resources Agency shall publish a list of all program and project expenditures pursuant to this division not less than annually, in written form, and shall post an electronic form of the list on the agency's internet website in a downloadable spreadsheet format. The spreadsheet shall include all of the following information:

(1) Information about the location and footprint of each funded project.

(2) The project's objectives.

(3) The status of the project.

(4) Anticipated outcomes.

(5) The public benefits to be derived from the project, including whether the project has meaningful and direct benefits to vulnerable populations, disadvantaged communities, or severely disadvantaged communities.

(6) The total cost of the project, if known.

(7) The amount of bond funding provided.

(8) Any matching moneys provided for the project by the grant recipient or other partners.

(9) The applicable chapter of this division pursuant to which the recipient received moneys.

(b) The Department of Finance shall provide for an independent audit of expenditures pursuant to this division. If an audit, required by law, of any entity that receives funding authorized by this division is conducted pursuant to state law and reveals any impropriety, the California State Auditor or the Controller may conduct or arrange for a full audit of any or all of the activities funded pursuant to this division. Any audit of a federal Department of Energy or National Aeronautics and Space Administration research and development center pursuant to this section shall be conducted in accordance with the Federal Laboratory Contracting Act (Chapter 7 (commencing with Section 12500) of Part 2 of Division 2 of the Public Contract Code).

(c) A state agency issuing any grant with funding authorized by this division shall require adequate reporting of the expenditures of the funding from the grant.

(d) The costs associated with the publications, audits, statewide bond tracking, cash management, and related oversight activities provided for in this section shall be funded from the proceeds of bonds authorized by this division. These costs shall be shared proportionally by each program funded by this division. Actual costs incurred to administer nongrant programs authorized by this division shall be paid from the proceeds of bonds authorized by this division.

(e) (1) A regulation for the purposes of developing and adopting program guidelines and selection criteria needed to effectuate or implement the programs included in Chapter 2 (commencing with Section 91000) to Chapter 9 (commencing with Section 94500), inclusive, of this division may be adopted as an emergency regulation in accordance with Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code, and for purposes of that chapter, including Section 11349.6 of the Government Code, the adoption of regulations is an emergency and shall be considered by the Office of Administrative Law as necessary for the immediate preservation of the public peace, health, safety, and general welfare. A state agency shall be exempt from the requirement that it describe facts showing the need for immediate action.

(2) Notwithstanding Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code, an emergency regulation adopted pursuant to this subdivision shall be filed with, but not be repealed by, the Office of Administrative Law, and shall remain in effect until repealed or amended by the adopting state agency.

(f) (1) Notwithstanding subdivision (e), a regulation for the purpose of developing and adopting program guidelines and selection criteria needed to effectuate or implement the programs included in Chapter 2 (commencing with Section 91000) to Chapter 9 (commencing with Section 94500), inclusive, of this division, may be adopted pursuant to this subdivision.

~~(e)~~

(2) Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code does not apply to

the development and adoption of program guidelines and selection criteria needed to effectuate or implement the programs included in Chapter 2 *(commencing with Section 91000)* to Chapter ~~9,~~ *9 (commencing with Section 94500),* inclusive, of this division.

(3) Before disbursing grants pursuant to this division, a state entity that receives funding to administer a competitive grant program, established using the exemption pursuant to this subdivision, shall do all of the following:

(A) Develop draft project solicitation and evaluation guidelines.

(B) Publish the draft solicitation and evaluation guidelines on its internet website for a public comment period of at least 30 days. All written public comments received shall be posted on the state entity's internet website, unless indicated otherwise by the person who provided the written public comment. The state entity shall respond to each public comment.

(C) Offer opportunity for tribal consultation to impacted tribes.

(D) After completing the requirements contained in subparagraphs (A) to (C), inclusive, finalize project solicitation and evaluation guidelines.

(E) (i) Submit the final guidelines to the Secretary of the Natural Resources Agency. The Secretary of the Natural Resources Agency shall verify that the guidelines are consistent with applicable statutes and for all the purposes enumerated in this division. The Secretary of the Natural Resources Agency shall post an electronic form of the guidelines submitted by a state entity and the subsequent verifications on the Natural Resources Agency's internet website.

(ii) The requirement to submit final guidelines to the Secretary of the Natural Resources shall not apply to the State Water Resources Control Board.

(4) Notwithstanding paragraph (3), if a state entity, before the effective date of the act adding this paragraph, developed and adopted project solicitation and evaluation guidelines that comply with the requirements of this division for a program described in Chapter 2 (commencing with Section 91000) to Chapter 9 (commencing with Section 94500), inclusive, of this division, the use of those guidelines shall constitute compliance with the requirements of this subdivision.

SEC. 2. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within

the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

Climate change has intensified wildfire risk, drought conditions, and threats to safe and reliable drinking water, including impacts to farmland and agricultural communities. Immediate effect is necessary to prevent increased risks to public health and safety, and to allow state agencies to promptly administer and distribute funds appropriated pursuant to the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024, approved by the voters as Proposition 4 at the November 5, 2024, statewide general election, consistent with voter intent, to support wildfire resilience, climate adaptation, protection of agricultural water resources, and access to safe drinking water.

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-253

TO: Board of Supervisors

FROM: J.R. Rogers, Fire Administrator

REPORT BY: J.R. Rogers, Fire Administrator

SUBJECT: Amendment No. 2 to Agreement No. 230216B with H2O Partners, Inc.

RECOMMENDATION

Approve and authorize Amendment No. 2 to Agreement No. 230216B with H2O Partners, Inc., to extend to June 30, 2026, with no change in max compensation to complete the application for the Hazard Mitigation Grant Program Application 2025. (No Fiscal Impact)

BACKGROUND

On October 22, 2022, Napa County entered into an agreement with H2O Partners, Inc. to obtain grant writing services for the 2022 Building Resilient Infrastructure and Communities grant application. On January 10, 2023, the contract was amended to update the scope of work and compensation to include identifying and applying for additional grant funding opportunities.

In Fall 2025, Fire Administration engaged H2O Partners, Inc. to assist in the submission of a grant application for the Hazard Mitigation Grant Program 2025 notice of funding opportunities. The County has received subsequent Requests for Information from grantee agency California Office of Emergency Services which necessitate additional time to complete.

Requested Action: Amendment No. 2 to Agreement No. 230216B with H2O Partners, Inc.to extend contract from December 31, 2025, to June 30, 2026.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes

Where is it budgeted?	General Fund
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Consequences if not approved:	If not approved, staff will not have access to expert consultation.
Strategic Initiative	Elevate County Service and Workforce Excellence.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The action is not a project as defined by California Code of Regulations, title 14, section 15378 (State CEQA Guidelines) and/or exempt under sections 15301 and 15304, subds. (a) and (i), [See Class 1 (“Existing Facilities”) and Class 4 (“Minor Alterations to Land”)] and, therefore, CEQA is not applicable.

AMENDMENT NO. 2

NAPA COUNTY AGREEMENT NO. 230216B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 ("Amendment No. 2") **TO AGREEMENT NO.** 230216B is made and entered into as of the 31st day of December 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and H2O Partners, Inc., a Texas corporation, whose mailing address is 260 Addie Roy Road, Suite 150, Austin, TX 78746, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, as of October 31, 2022, COUNTY entered into Agreement No. 230216C ("Agreement") with CONTRACTOR to obtain specialized services, as authorized by Government Code section 31000, in order to complete a Federal Emergency Management Agency Building Resilient Infrastructure and Communities grant application; and

WHEREAS, as of January 10, 2023, (erroneously stated in Amendment No. 1. as January 10, 2022) COUNTY and CONTRACTOR entered into Amendment No. 1 of Agreement No. 230216C and which was renumbered to 230216B whereby CONTRACTOR agreed to an updated scope of work to include identifying and applying for additional grant funding, term, and compensation amount; and

WHEREAS, COUNTY continues to need specialized services, as authorized by Government Code section 31000, in order to complete the study and CONTRACTOR is willing to and able to continue to provide such services; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to extend the contract to an expiration date of June 30, 2026.

TERMS

NOW, THEREFORE, COUNTY, acting through its Board of Supervisors, and CONTRACTOR hereby amend Agreement No. 230216B, as follows:

1. Paragraph 1, of the Agreement is hereby amended in full to read as follows:

> **Term of the Agreement**. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2026, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement,

and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention).

2. **Electronic Signatures.** This Amendment No. 2 may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment No. 2 and shall have the same force and effect as a manually executed original.

3. This Amendment No. 2 shall be effective as of the date first written above.

4. Except as provided in paragraphs 1 through 3, above, the terms and provisions of the Agreement shall remain in full force and effect as originally approved and last amended.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, this Amendment No. 2 was executed by the parties hereto as of the date first above written.

H2O PARTNERS, INC.

By _____
JO ANN HOWARD, President

By _____
ERIC HOWARD, Vice President

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
AMBER MANFREE, Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: Shana A. Bagley Deputy County Counsel Date: January 21, 2026 [Doc No 13112965]	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

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Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-217

TO: Board of Supervisors

FROM: Allison Haley - District Attorney

REPORT BY: Sophie Johnson - Staff Services Manager

SUBJECT: Resolution for The Family Justice Center Program

RECOMMENDATION

Adopt a Resolution authorizing the District Attorney to apply for, execute and sign grant subaward documents, including amendments, extensions and modifications, thereof, for the period of April 1, 2026 to March 31, 2028 for the Family Justice Center Program to serve victims of crime. (Fiscal Impact: $312,500 Revenue; General Fund; Budgeted; Discretionary)

BACKGROUND

Following several years of collaborative effort between the District Attorney, local community-based service provider organizations, law enforcement, adult protective services and the Health and Human Services Agency, and the award of a competitive grant project with the California Office of Emergency Services (Cal-OES) to provide funding for an emerging Family Justice Center in Napa County, the Monarch Justice Center was opened in July 2019.

The Emerging Family Justice Center grant of $400,000 from Cal-OES expired on March 31, 2021. Cal-OES provided further funding of $315,502 of State General Funds for the two (2) year term, April 1, 2022 to March 31, 2024 to support fully operational multiagency, multidisciplinary Family Justice Centers, such as Napa County's Monarch Justice Center. This grant continued with a further $311,470 for the period April 1, 2024 to March 31, 2026.

Cal OES is now providing a non-competitive grant application of $312,500 from the California State Family Justice Center Fund for a further two (2) year term, April 1, 2026 to March 31, 2028 for the continuation of funding to Family Justice Center programs like the Napa County Monarch Justice Center.

Approval of the Resolution will authorize the District Attorney to continue Family Justice Center (FJ) Program for the two year term. Today's recommended action will authorize the District Attorney to apply and sign for this grant subaward, including acceptance of additional funding, extensions, modifications or amendments thereof.

Requested Action:

Adopt a Resolution authorizing the District Attorney to apply for, execute and sign grant subaward documents, including amendments, extensions and modifications, thereof, for the period of April 1, 2026 to March 31, 2028 for the Family Justice Center Program to serve victims of crime.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This item is discretionary in that there is no mandate for the District Attorney's Office to provide additional services through the Family Justice Center. However, following the receipt of an emerging Family Justice Center grant, the Monarch Justice Center was established to serve crime survivors in a multidisciplinary collaboration of public and private professionals dedicated to providing access and resources. The grant program provides funding for the County's multidisciplinary team partners to operate the Family Justice Center during the grant term, with no net increase in County General Funds.
Is the general fund affected?	No
Future fiscal impact:	Appropriations for the following fiscal year will be budgeted accordingly.
Consequences if not approved:	If this item is not approved, the District Attorney will not be able to obtain additional funding from the State of California for the provision of multidisciplinary team collaborative services to victims of domestic violence, sexual assault, elder and dependent adult abuse, and human trafficking in a setting designed to better serve these vulnerable victims.
Additional Information:	Strategic Initiative: Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, FOR ACCEPTING AND RECEIVING FUNDING FOR THE FAMILY JUSTICE CENTER (FJ) PROGRAM THROUGH THE CALIFORNIA OFFICE OF EMERGENCY SERVICES

WHEREAS, the Napa County District Attorney's Office was awarded a non-competitive grant by California Office of Emergency Services (CalOES) for The Family Justice Center (FJ) Program to support and provide legal services to victims of domestic violence, intimate partner violence, sexual assault, child abuse, elder abuse, transnational abandonment, and human trafficking, and to help victims/survivors file petitions for protective orders, including domestic violence restraining orders and gun violence restraining orders..

WHEREAS, the Family Justice Center (FJ) Program is to be funded by the California State Family Justice Center Fund.

WHEREAS, Napa County District Attorney's office was awarded $312,000 for Family Justice Center (FJ) Program for the period beginning April 1, 2026 and ending March 31, 2028.

NOW, THEREFORE, BE IT RESOLVED by the Napa County Board of Supervisors as follows:

1. The Board of Supervisors authorizes the Napa County District Attorney to apply for, execute and sign grant subaward documents, including amendments, extensions, and modifications, thereof, for the Family Justice Center (FJ) Program for the period beginning April 1, 2026 and ending March 31, 2028.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the _____ day of _____, _____, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Corey S, Utsurogi* Deputy County Counsel Date: 1/26/26	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-223

TO: Board of Supervisors

FROM: John Tuteur, Registrar of Voters

REPORT BY: John Tuteur, Registrar of Voters

SUBJECT: Adopt a Resolution authorizing Agreement No. 8705 with the California Secretary of State for Voting System Replacement Funds

RECOMMENDATION

Adopt a Resolution authorizing Agreement No. 8705 with the California Secretary of State for Voting System Replacement Funds in the amount of $48,785 to reimburse cost of upgraded voting system. (Fiscal Impact: $48,785 Revenue; General Fund; Budgeted; Discretionary)

BACKGROUND

The purpose of this Agreement is to provide the counties within the state of California, as appropriated by Assembly Bill 1824, Chapter 38 (Stats.2018) and Assembly Bill 74, Chapter 23 (Stats.2019), (Voting System Replacement Contracts) pursuant to California Elections Code sections 19400 and 19402 administered by the

Secretary of State, with state funds to reimburse counties for voting system replacement activities. Napa County upgraded its Federal and State certified voting system in 2025 which qualifies for this reimbursement. Reimbursement requires the adoption of the attached resolution and agreement.

Requested Action: Adopt a Resolution authorizing Agreement No. 8705 with the California Secretary of State for Voting System Replacement Funds in the amount of $48,785 to reimburse cost of upgraded voting system.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	1141000
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	Napa County is entitled to these reimbursement funds.
Is the general fund affected?	Yes
Future fiscal impact:	This is a one-time reimbursement as authorized by the California legislature
Consequences if not approved:	Napa County will not receive $48,745 in reimbursement to which it is entitled

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: General Rule. It can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore CEQA is not applicable. [See Guidelines For the Implementation of the California Environmental Quality Act, 14 CCR 15061(b)(3)].

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY, STATE OF CALIFORNIA, APPROVING THE EXECUTION OF AN AGREEMENT WITH THE CALIFORNIA SECRETARY OF STATE FOR STATE FUNDING TO REIMBURSE COUNTIES FOR VOTING SYSTEM REPLACEMENT

WHEREAS, the California legislature has appropriated funds by Assembly Bill 1824, Chapter 38 (Stats.2018) and Assembly Bill 74, Chapter 23 (Stats.2019), (Voting System Replacement Contracts) pursuant to California Elections Code sections 19400 and 19402; and

WHEREAS, the California Secretary of State administers these state funds to reimburse counties for voting system replacement activities; and

WHEREAS, Napa County is eligible for Forty Eight Thousand Seven Hundred Eighty-Five Dollars ($48,785) for voting system replacement purchased in 2025; and

WHEREAS, procedures established by the California Secretary of State require the County to certify by resolution the approval of the agreement for distribution of said funds to Napa County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Napa County as follows:

1. The Board authorizes the execution of Agreement 25G31033 with the California Secretary of State for voting system replacement activities.

2. The Board hereby approves said Agreement, attached to this Resolution as Exhibit A, and authorizes the Chair to sign it.

3. The Board certifies that the County, through its Registrar of Voters, understands the funding application, and/or terms of the Agreement, including the assurances and certification therein.

4. The Board appoints the Assessor-Recorder-County Clerk ex-officio Registrar of Voters as agent to conduct all negotiations, execute and submit all documents, other than the initial contract or any amendments thereto, including but not limited to applications, payment requests and other documentation, which may be necessary for the fulfillment of the duties and responsibilities under the Agreement.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Supervisors of Napa County, State of California, at a regular meeting of the Board held on the 10th day of February 2026 by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSENT: SUPERVISORS _____

_____
Amber Manfree, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: S. Darbinian Deputy County Counsel Date: January 21, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25G30113	SOS-0890

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

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTOR NAME

Napa County

2. The term of this Agreement is:

START DATE

July 1, 2025 or upon approval by Dept. of General Services, if required, whichever is later

THROUGH END DATE

August 31, 2026

3. The maximum amount of this Agreement is:

$48,784.80; Forty-Eight Thousand Seven Hundred Eighty-Four Dollars and Eighty Cents

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	4
	Exhibit B	Budget Detail and Payment Provisions	3
	Exhibit B-1	Cost Worksheet	1
+ -	Exhibit C*	General Terms and Conditions (GTC 02/2025)	*
+ -	Exhibit D	Special Terms and Conditions	2
+ -	Exhibit E	Additional Provisions	3
+ -	Exhibit F	Resolution	
+ -	Exhibit G	Contractor Timesheet Activity Report	1

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.)

Napa County

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1125 Third St. Fl. 1	Napa	CA	94559

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

Approved as to Form
Napa County Counsel
By: S. Darbinian
Deputy

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

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25G30113	SOS-0890

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Secretary of State			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1500 11th Street	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) SCM Vol. 1, 4.04.A.2		

Exhibit A
Scope of Work

A. Name of Program

This program shall be known as "Voting System Replacement Contract 2025."

B. Purpose of Agreement

The purpose of this Agreement is to provide the counties within the state of California, as appropriated by Assembly Bill 1824, Chapter 38 (Stats.2018) and Assembly Bill 74, Chapter 23 (Stats.2019), (Voting System Replacement Contracts) pursuant to California Elections Code sections 19400 and 19402 administered by the Secretary of State, with state funds to reimburse counties for voting system replacement activities subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures.
Counties who receive the reimbursement of funds under this agreement are subject to the following:

1. Counties may seek reimbursement for payments made pursuant to a purchase agreement, lease agreement, or other contract made after April 29, 2015.

2. The funded activities must belong to one or more of the categories outlined in Section E. Use of Funds of this Scope of Work (SOW).

3. Any voting system purchased or leased by a county for which the county seeks reimbursement from the Secretary of State pursuant to this Agreement and that does not require a voter to directly mark a ballot, must produce a paper version or representation of the voted ballot or of all of the ballots cast on a unit of the voting system. The paper version shall not be provided to the voter but shall be retained by elections officials for use during the one percent manual tally described in Elections Code Section 15360, or any recount, audit, or contest.

C. Project Contacts

The program representatives during the term of Agreement will be:

a. For County: John Tuteur (707) 253-4459

b. For State: Rodney Rodriguez (916) 695-1680

D. Matching Funds

Counties with 51 or more precincts as of November 8, 2016, may seek reimbursement where the county has spent matching county funds on voting systems replacement activities on a three-to-one basis (75%) up to the maximum amount of funds allocated for the contract.

Counties with 50 or fewer precincts as of November 8, 2016, are not required to provide matching funds and may seek reimbursement on a dollar-to-dollar basis (100%) up to the maximum amount of funds allocated for the contract.

In the case matching funds may also include federal funds such as Help America Vote Act (HAVA). **State funds**, such as Voting Modernization Bond Act of 2002 (VMB) **may not** be used as matching funds.

E. Use of Funds

Any Voting Systems Replacement Contract 2025 funds received pursuant to this program shall be used by County only for one or more of the following purposes:

1. New voting systems that have been certified or conditionally approved pursuant to the California Voting Systems Standards (CVSS).

2. Electronic poll books certified by the Secretary of State.

3. Ballot on demand systems certified by the Secretary of State.

4. Vote by mail ballot drop boxes that comply with any applicable regulations adopted by the Secretary of State, including California Code of Regulations (CCR) Title 2, Division 7, Chapter 3, sections 20130-20138.

5. Remote accessible vote by mail systems certified or conditionally approved by the Secretary of State.

6. Telecommunication technologies to facilitate electronic connection, for the purpose of voter registration, between polling places, vote centers, and the office of the county elections official or the Secretary of State's office.

7. Vote by mail ballot sorting and processing equipment.

8. Enhance or update an election management system.

9. Costs reasonably related to the administration of an election during the COVID-19 epidemic.

10. Research and development of a new voting system using only nonproprietary software and firmware with disclosed source code that have not been certified or conditionally approved by the Secretary of State, but that would result in a voting system certified by the Secretary of State to comply with the California Voting Systems Standards, in addition to the following:

    - Manufacturing of the minimum number of voting system units reasonably necessary for either of the following purposes:
      - Testing and seeking administrative approval for the voting system pursuant to Elections Codes section 19210 to 19214, inclusive.
      - Testing and demonstrating the capabilities of the voting system in a pilot program pursuant to paragraph (2) of subdivision (b) and subdivision (c) of Elections Code section19209.

11. The replacement or enhancement of a county Election Management System (EMS), used by the county to track voter registration or voter preference, including for example, a voter's vote-by-mail status. This shall not include maintenance and operations (M&O).

F. County shall not submit any claim for payment or reimbursement and shall not be entitled to receive payment or reimbursement from State of Voting System Replacement Contract 2025 funds for:

1. The cost of purchasing any motored vehicle;

2. The cost of leasing for more than 30 days of any motored vehicle;

3. The cost of purchasing any real property;

4. The cost of leasing any real property;

5. The cost of promotional items and memorabilia;

6. General purpose equipment, including but not limited to, office equipment and furnishings; modular furniture; telephone networks and component parts that are not for the explicit use of facilitating electronic connections as defined in Section E. Use of Funds, subsection 6 of this SOW; and reproduction and printing equipment that is not a component of a voting system, ballot on demand system, or electronic poll book system;

7. General office supplies;

8. Any indirect rate or overhead costs distributed to county administrative support services.

G. Disposal or Sale of Equipment Purchased with Voting System Replacement Contract Funding

If a county elections official disposes of or sells a voting systems or voting equipment purchased with Voting System Replacement Contract funding:

1. No pre-approval or permission is required by the Secretary of State.

2. Sales should conform to county purchasing procedures. If those do not exist, counties should rely on the State Administrative Manual (SAM Chapter 8600).

3. A solid audit trail should be maintained and include the following:

   a. All information relevant to valuation.

   b. Documentation relevant to the source of funding used for the original purchase of the equipment being sold or disposed of.

   c. Information relevant to the actual sale or disposition, including the date, amount of the actual sale, which equipment was involved (description and inventory numbers) and receipts.

4. Prior to disposing or selling of any voting system or portion thereof, ensure the equipment is formatted so there is no software or firmware remaining on the equipment. All equipment should be taken back to a condition where it is solely a non-functioning piece of hardware.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

   A. For services satisfactorily rendered, and upon receipt and approval, the county shall provide the Secretary of State with documentation of payment for which reimbursement is sought, and of the purchase agreement, lease agreement, or other contract pursuant to which the reimbursed payment was made, including but not limited to invoices submitted with supporting documentation, the State agrees to compensate the Contractor for actual expenditures incurred.

   B. Invoices shall include the Contract Agreement number and shall be submitted to:

      Accounts.Payable@sos.ca.gov

      Or

      Secretary of State
      Fiscal Affairs Division
      Attention: Accounts Payable
      P.O. Box 944260
      Sacramento, CA 94244-2600

2. Budget Contingency Clause

   A. It is mutually agreed that if the Budget Act or a Voting System Replacement Contract Spending Plan amendment 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 Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

   B. If funding for any fiscal year is reduced or deleted by the Budget Act or a Voting System Replacement Contract Spending Plan amendment 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 Contractor to reflect the reduced amount.

3. Failure to Properly Claim Maximum Amount of Voting System Replacement Contract Funds

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims, which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

4. Basis of Claims

   Subject to the provisions of Section 8. Deadline for Submitting Claims below related to the applicability of, all claims for Voting System Contract Replacement Funds under this program must be based on invoices submitted by County. All invoices or Agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Section D. Matching Funds, of Exhibit A - Scope of Work.

5. Processing of Claims

   The Secretary of State shall establish the criteria and processes for submitting claims under this Program. Such criteria shall include requirements that all claims:

   A. Contain a face sheet that summarizes each expenditure made by the categories set forth in Section D. Matching Funds, of Exhibit A - Scope of Work;

   B. Include the total amount of the claim;

   C. Identify whether additional claims are expected to be submitted;

   D. Include the hourly charge of any contractor for which a claim is made for their time;

   E. Include a signed Contractor Timesheet Activity Reports, for each employee and contractor's employee for whom reimbursement for time is being claimed. Please see Exhibit G - Contractor Timesheet Activity Report, for sample of the report. (Vendors who receive payment from Voting System Replacement Contract funds are required to submit timesheets for any work paid for as time and materials); and

   F. Include a copy of the contract with the contractor if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

6. Retroactive Payments

   Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after April 29, 2015, and before **August 31, 2026**.

7. Payments of Claims

   The Secretary of State shall advise the County of the status of the claim processing within 30 (thirty) days of receipt of the claim. Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

8. Deadline for Submitting Claims

   The deadline for submitting any claim under this program is 30 (thirty) days after the expiration date of this Agreement.

9. Multiple Claims

   County can submit multiple claims for Voting Systems Replacement funds authorized above, within the aggregate limit established for County.

10. Documentation to be Submitted

    A. Each claim shall include a cover page that identifies the activity or service in Exhibit A – SOW and a summary sheet that includes the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all documentation of the payment for which reimbursement is sought, and of the purchase agreement, lease agreement, or other contract pursuant to which the reimbursed payment was made.

    B. The county shall certify to the Secretary of State the source and amount of match funding, including supporting documentation of the source of funding such as a statement of account.

    C. If applicable, approval by the County Board of Supervisors, along with the appropriate County Resolution will be required.

11. Order of Processing

    Claims shall be processed by the Secretary of State in order of receipt.

Exhibit B-1
Cost Worksheet

Funding Details

The allotted contract amount with both fiscal year (FY) allotments are not to exceed a total contract budget of **$48,784.80** as shown in the table below:

Total Budget	
FY 18/19 – Funding amount for replacement/ upgrade to County voting systems	**$24,392.40**
FY 19/20 – Funding amount for replacement/ upgrade to County voting systems	**$24,392.40**
New Contract Amount	**$48,784.80**

Exhibit C
General Terms and Conditions (GTC 02/2025)

Please Note: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language.

Exhibit D
Special Terms and Conditions

A. Auditing

1. Receipt of Voting System Replacement funds by County indicates Agreement, to be reimbursed by the Secretary of State, by first providing matching funds spent on voting system replacement activities described in Exhibit A – Scope of Work, Section E – Use of Funds of this Agreement, up to a maximum amount of funds allocated for the contract, as allocated per county.

2. County shall maintain records in a manner that:

   a. Accurately reflects fiscal transactions with necessary controls and safeguards;

   b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);

   c. Provides accounting data so the costs can readily be determined throughout Agreement period;

   d. Accurately records and tracks the disposition of all equipment and sensitive property in compliance with 41 CFR 105-71 and the California State Administrative Manual.

3. Records shall be maintained for three (3) years after termination of this Agreement and for at least one (1) year following any audit or final disposition of any disputed audit finding.

4. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.

5. County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any Voting System Replacement Contract funds are being used or have been used in compliance with this Agreement and all applicable laws.

B. General Provisions

1. Voting System Replacement Contract funds can only be used for the purposes for which the Voting System Replacement Contract funds are made.

2. No portion of any Voting System Replacement Contract funds shall be used for partisan political purposes. All contractors providing services are required to sign an Agreement, please see Exhibit E – Additional Provisions, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office.

3. Funds not claimed by County within thirty (30) days of the end date of this contract, or any funds claimed by a county that are not approved for use by the Secretary of State within one hundred eighty (180) days of the end date of this contract, shall revert to the Secretary of State.

4. 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 County to reflect any reduced amount.

5. This Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner.

6. County warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

7. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County.

Exhibit E
Additional Provisions

1) Secretary of State Policy Regarding Political Activity in the Workplace

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

1. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.

2. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.

3. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.

4. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work

schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).

5. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.

6. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.

7. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.

8. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.

9. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.

10. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.

11. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed on the contract in Exhibit A – Scope of Work, Section C. Project Contacts.

2) Executive Order N-6-22-Russia Sanctions

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

Exhibit G
Contractor Timesheet Activity Report

STATE OF CALIFORNIA - SECRETARY OF STATE

Contractor Timesheet Activity Report

NAME	COMPANY NAME	Month/Year	Voting System Replacement Coordinator's Approval
Contract Number:	Location (Sacto/LA)		

VOTING SYSTEM REPLACEMENT ACTIVITY HOURS																														PROGRAM TIME REPORTING		
	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	DELIVERABLE NAME	ORG	HOURS
1																																		(Taken from proposal and contract)		0.0
2																																				0.0
3																																				0.0
4																																				0.0
5																																				0.0
6																																				0.0
7																																				0.0
8																																				0.0
9																																				0.0
10																																				0.0
11																																				0.0
12																																				0.0
13																																				0.0
14																																				0.0
15																																				0.0
16																																				0.0
17																																				0.0
18																																				0.0
19																																				0.0
20																																				0.0
21																																				0.0
22																																				0.0
23																																				0.0
24																																			MONTHLY TOTAL	0.0
SIGNATURE OFCONTRACTOR																																			DATE		

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-17

TO: Board of Supervisors

FROM: Jennifer Yasumoto, Director of Health and Human Services Agency

REPORT BY: Jennifer Ivancie, Staff Services Analyst I

SUBJECT: Agreements for Medi-Cal Administrative Activities for Fiscal Year 2025-2026

RECOMMENDATION

Approve and authorize Agreement No. 260195B with Puertas Abiertas Community Resource Center; Agreement No. 260196B with Cope Family Center, Inc.; Agreement No. 260197B with UpValley Family Centers of Napa Valley, Inc.; and Agreement No. 260198B with Parents Child Advocacy Network for Fiscal Year 2025-2026 to provide outreach for and linkage to the Medi-Cal program and services as well as facilitate the Medi-Cal application process. (Fiscal Impact: $125,575 Expense; Health and Human Services Agency Fund; Budgeted; Discretionary)

BACKGROUND

Medi-Cal Administrative Activities (MAA), provided for in the Medi-Cal State Plan and implemented through the 1995 Medi-Cal Administrative Claiming (MAC) agreement, are activities that support the overall Medi-Cal system such as connecting potential individuals to eligibility and services, planning related to system capacity, and general administration. The Medi-Cal State Plan identifies the Department of Health Care Services (DHCS) as the single state agency responsible for administering the federal Medicaid program (Medi-Cal in California) and lays out the eligibility criteria for beneficiaries and services that can be provided. Essentially, every activity and service that is to be claimed for Federal Financial Participation (FFP) must be covered in the State Plan. The Local Government Agency (LGA), or the designated entity responsible for administering MAA locally, is Napa County's Health and Human Services Agency (HHSA). The LGA may subcontract with Community Based Organizations (CBOs) and other local agencies to perform MAA.

Currently, many CBOs are the first doors that low-income individuals and families enter for services, information, referrals, and facilitation of applications for public assistance. Services such as these may be reimbursable under the MAA program. The CBO's represented in these agreements are well regarded by the communities they serve and are very accessible to the target populations, making them the perfect vehicle to

have a positive, proactive impact in reaching the uninsured.

The CBOs will assist HHSA with outreach, enrollment, retention, and utilization for potentially eligible Medi-Cal children/families throughout Napa County. Outreach may consist of discreate campaigns or may be an ongoing activity, such as: sending teams of employees into the community to contact unhoused persons dealing with substance abuse; establishing a telephone or walk-in service for referring persons to Medi-Cal services or eligibility officers; and operating a drop-in community center for underserved populations, such as minority teenagers where Medi-Cal eligibility and information is disseminated. Outreach campaigns will also focus on bringing potential Medi-Cal eligibles to apply for Medi-Cal and into Medi-Cal services.

These agreements are funded with MAA reimbursements that HHSA claims based on MAA claimable activities performed by these CBO's. In order for HHSA to claim the FFP from DHCS, it must expend up-front Certified Public Expenditures (CPE) to pay for the services. CPE is provided by county contributions, the Tobacco Master Settlement Agreement funds (MSA), and Mental Health Services Act (MHSA) grants. These contract maximums represent the costs of providing the services and these agreements will enable the CBOs to continue their Medi-Cal outreach and enrollment efforts.

These agreements are presented late to the Board because they are based on the amount of available Certified Public Expenditure (CPE) which is not known until the end of the fiscal year. The funds used to support the work include MSA, MHSA, and reimbursement received from DHCS for the prior year’s MAA expenditure. The Contract Scope of Work and Compensation cannot be determined until the funding amounts are known.

All agreements are with local vendors.

Requested action:

Approve and authorize the following agreements:

1. Agreement No. 260195B with Puertas Abiertas Community Resource Center for a maximum of $24,807;

2. Agreement No. 260196B with Cope Family Centers, Inc., for a maximum of $16,445;

3. Agreement No. 260197B with UpValley Family Centers of Napa Valley, Inc., for a maximum of $32,323; and

4. Agreement No. 260198B with Parents Child Advocacy Network for a maximum of $52,000.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes

Where is it budgeted?	Health and Human Services Agency Public Health Division
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	While there is no mandate to contract with these providers, these agreements allow HHSA to continue to support a community-wide effort to outreach and enroll uninsured and potentially eligible residents in the Medi-Cal program and link them to needed health and behavioral health services.
Is the general fund affected?	No
Future fiscal impact:	None, these Agreements terminate June 30, 2026, and are included in the approved Fiscal Year 2025-2026 budget.
Consequences if not approved:	Contractors will be unable to be reimbursed for additional outreach and facilitation of application activities performed in the community and HHSA will be unable to claim the providers' portions from the agreements that provide outreach and facilitation of application activities, which are reimbursable by Medi-Cal Administrative Activities.
Additional Information:	Strategic Initiative: Compassion & Access

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

NAPA COUNTY AGREEMENT NO. 260195B
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 1st of July 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **PUERTAS ABIERTAS COMMUNITY RESOURCE CENTER**, a California nonprofit corporation, whose mailing address is 305 Soscol Ave, Napa, CA 94559, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services in order for CONTRACTOR to provide assistance with outreach, enrollment, retention, and utilization of Medi-Cal for all potentially eligible children/families throughout Napa County; and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as "Sections" or "Paragraphs" interchangeably.

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto as of the date first above written.

NAPA COUNTY, a political subdivision of the State of California	**CONTRACTOR**
By _____ **AMBER MANFREE, Chair of the Board of Supervisors** ATTEST: NEHA HOSKINS, Clerk of the Board By: _____ DATE APPROVED BY THE BOARD: _____ Processed by: _____ Deputy	**ESMERALDA GIL, Interim Executive Director, CFO**

Maximum Amount of this Agreement: $24,807 Term Expires: June 30, 2026 Automatic renewal of term does not apply.	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By: *Corey S. Utsurogi* Date: 12/19/25

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 260195B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

1.1 "Department" shall mean: Health and Human Services Agency

1.2 "Director" shall mean the person elected or appointed to the chief management position of the Department.

1.3 "Contract Administrator" shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY's Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.4 The Program Manager for COUNTY shall be: Christine Wu, M.D., Public Health Officer, 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.5 The Contract Contact Person for CONTRACTOR shall be: Blanca Huijon, 305 Soscol Ave, Napa, CA 94559.

1.6 CONTRACTOR is a [ ] sole proprietor [ ] partnership [X] corporation [ ] public agency [ ] other (specify) .

1.7 The source of funding for this Agreement shall be: Health and Human Services Agency (HHSA) General fund.

1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may amended from time to time: Department of Health Care Services – Napa County Agreement No. 230296B

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at **https://www.napacounty.gov/DocumentCenter/** under "Departments/Health and Human Services/Administration/Contracts and Administration Documents" (See also Section 2, Paragraphs 2.15(b)(2) and 2.35).

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is "SECTION 2. General Terms and Conditions – Version 12", which shall be referred to herein as the "General Terms and Conditions" and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a

conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

[X] (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).

[ ] (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).

[ ] (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).

[X] (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).

[ ] (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).

[ ] (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).

[X] (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.

[ ] (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.

[ ] (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.

[ ] (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)

[ ] (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40

applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 Term of Agreement. Section 2.1 (b) of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall commence on the date written on page 1 and shall expire as of **June 30, 2026**, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Termination for Convenience) or 2.23 (a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).

3.5 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement, provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Scope of Work
Exhibit B: Compensation
Exhibit C: "Section 2, General Terms and Conditions, Version 12"
Exhibit D(F): Department of Health Care Services "Special Terms and Conditions"
Exhibit E: Contractor's Privacy and Security Commitments

EXHIBIT A
SCOPE OF WORK
(July 1, 2025 through June 30, 2026)

MEDI-CAL ADMINISTRATIVE ACTIVITIES

Medi-Cal Administrative Activities, or MAA, are activities performed that are necessary for the proper and efficient administration of the Medi-Cal State Plan. The Local Government Agency (LGA), or the designated entity responsible for administering MAA locally, is Napa County Health and Human Services Agency (HHSA). The LGA may subcontract with community-based organizations (CBOs) to perform MAA.

In FY 13-14 Napa County HHSA launched a community-wide effort to outreach and enroll uninsured and potentially eligible residents in Medi-Cal coverage and to link them to needed health/behavioral health services. The essential component of this effort is subcontracting with qualified and interested CBOs to link Medi-Cal eligible and potentially eligible individuals with Medi-Cal covered services as well assist in the Medi-Cal application process. Currently, many CBOs are the first place low-income individuals and families go for services including: Medi-Cal and Medi-Cal covered service information, referral and facilitation of the Medi-Cal application. Napa County HHSA recognizes the unique relationship that CBOs have with the Medi-Cal eligible population and wishes to maximize this relationship in assuring the availability and accessibility of Medi-Cal services.

Eligibility for Medi-Cal was expanded under the Affordable Care Act (ACA) and more residents are eligible for Medi-Cal. This project intends to have a positive, proactive impact in reaching the uninsured by leveraging the effectiveness that CBOs have in linking people to the appropriate services within the county. The project also intends to ensure there is a greater chance that anyone who needs health/behavioral health care successfully connects and engages in those services.

As a participant in this project, CONTRACTOR is expected to carry out the duties specified below to ensure to the greatest extent practicable that: Uninsured Napa residents who are eligible for Medi-Cal coverage receive it and access the care they need.

Type of MAA Activities to be performed:

1. **Allowable Medi-Cal Outreach**

   This activity may consist of discrete campaigns or may be an ongoing activity. This activity is directed to groups or individuals targeted to two goals:

   - Bringing potentially eligible people into the Medi-Cal system for the purpose of determining Medi-Cal eligibility; and
   - Bringing Medi-Cal eligible people into Medi-Cal services. Outreach may consist of discrete campaigns or may be an ongoing activity, such as: sending teams of employees into the community to contact homeless alcoholics or drug abusers; establishing a telephone or walk-in service for referring persons to Medi-Cal services or eligibility offices; operating a drop-in community center for underserved populations, such as minority teenagers where Medi-Cal eligibility and service information is disseminated.

The following activities describe how outreach shall be performed:

a. Outreach campaigns directed to the entire population to encourage potential Medi-Cal eligibles to apply for Medi-Cal. These campaigns are Medi-Cal only eligibility outreach campaigns.

b. Outreach campaigns directed toward bringing Medi-Cal eligibles into Medi-Cal covered services. In such campaigns, the language should clearly indicate that the message is directed to only persons eligible for Medi-Cal, and not the general public. These campaigns are service campaigns, targeted to specific Medi-Cal services, such as Early and Periodic Screening, Diagnosis and Treatment (EPSDT).

c. Informing children and their families on how to effectively access, use and maintain participation in all health resources under the Medi-Cal program.

d. Informing individuals or the general public about the benefits and services that the Medi-Cal program offers and encouraging and referring them to apply for Medi-Cal benefits.

e. Providing initial referral assistance to families and individuals to Medi-Cal services.

Note: A health education program or campaign may be allowable as a Medi-Cal administrative cost if it is targeted specifically to Medi-Cal services and for Medi-Cal eligible individuals, such as an educational campaign on immunization addressed to parents of Medi-Cal children.

2. <u>Performance Targets</u>

CONTRACTOR will participate in at least thirty (30) outreach events.

CONTRACTOR will outreach to at least two thousand (2000) individuals, providing information about Medi-Cal coverage and Medi-Cal covered services.

CONTRACTOR will refer and successfully link at least fifty (50) individuals to Medi-Cal coverage and/or Medi-Cal covered services.

3. <u>Quarterly Reporting</u>

CONTRACTOR shall provide quarterly reports as indicated in the scheduled included in Exhibit B, “COMPENSATION”. Reports will include documentation to support the number and type of outreach events (e.g., flyers, brochures, dates and announcements of events) and the number of individuals and/or families reached through ongoing outreach efforts. The reports will also include documentation to support the number of individuals and/or families assisted with application or re-determination for Medi-Cal (e.g., client count of applications) and the number of Medi-Cal beneficiaries linked to Medi-Cal services (e.g., client count). Finally, the reports will include certification that costs incurred were directly related to the provision of MAA allowable activities.

4. Compliance with MAA Requirements

CONTRACTOR shall comply with MAA requirements such as completing mandated covered contractor provisions and providing documentation that the organization is meeting requirements of the MAA claiming plan for which they are included such as submitting to HHSA the job descriptions for the staff performing MAA activities.

CONTRACTOR understands that the MAA activities and expenditures performed by CONTRACTOR are subject to the requirements set forth in the Department of Health Care Services (DHCS) County-Based MAA Program Operational Plan (approved July 1, 2017), which is incorporated herein by reference and can be found at the following link: https://www.dhcs.ca.gov/provgovpart/Documents/ACLSS/CMAA/CMAA-TCM_Imp_Plan/CMAA-TCM-Operational_Plan-2018.pdf

CONTRACTOR shall comply with the requirements of the DHCS MAA Operational Plan.

CONTRACTOR understands that the information presented to COUNTY by CONTRACTOR under this Agreement shall be used for filing a claim with the Federal Government for federal funds, and that any knowing misrepresentation constitutes a violation of the Federal False Claims Act (FCA).

EXHIBIT B
COMPENSATION
(July 1, 2025 through June 30, 2026)

MEDI-CAL ADMINISTRATIVE ACTIVITIES

COUNTY shall reimburse CONTRACTOR for Medi-Cal Administrative Activities (MAA) described in Exhibit A as follows:

1. **Amount**

   CONTRACTOR shall be reimbursed up to a maximum of $24,807 for Medi-Cal Outreach as described in Exhibit A "SCOPE OF WORK" for the term of the Agreement. Funding to the CONTRACTOR shall be contingent upon availability of funds for source of certified public expenditure.

   CONTRACTOR shall be able to verify that expenditures related to its provision of MAA activities represent accurately identifiable and eligible costs, and that CONTRACTOR has excluded any non-claimable non-salary costs in compliance with the Department of Health Care Services (DHCS) County-Based MAA Program Operational Plan (approved July 1, 2017), which is incorporated herein by reference and can be found at the following link: https://www.dhcs.ca.gov/provgovpart/Documents/ACLSS/CMAA/CMAA-TCM_Imp_Plan/CMAA-TCM-Operational_Plan-2018.pdf

2. **Certified Public Expenditure**

   This Agreement is funded by COUNTY Health and Human Services Agency General funds. CONTRACTOR may not use the funds to claim reimbursement for any other Federal program.

3. **Method of Payment**

   CONTRACTOR must submit an invoice or claim form to the County Fiscal Analyst, not to exceed the contract maximum. Actual annual reimbursement shall be based on CONTRACTOR's actual cost, not to exceed the annual maximum operating budget amount in each Fiscal Year (FY). The quarterly reports and invoices due, as noted below, shall identify the activities conducted and expenditures made during the previous quarter ending on the last date of the calendar month prior to the report due date. Payment will be made following receipt of the report and invoice. COUNTY shall not release payments until CONTRACTOR has submitted reports for the previous quarter.

CONTRACT PERIOD	REPORT/INVOICE DUE DATE
July 1, 2025 – September 30, 2025	Upon contract execution
October 1, 2025 – December 31, 2025	January 31, 2026
January 1, 2026 – March 31, 2026	April 30, 2026
April 1, 2026 – June 30, 2026	July 15, 2026

CONTRACTOR shall, on each quarterly invoice, certify that the expenditures incurred represent accurate identifiable and eligible costs, and that CONTRACTOR's expenditures were made on eligible MAA claimable activities, as set forth in Exhibit A of this Agreement. CONTRACTOR's expenditures incurred for each of the two MAA activities shall be separately identified. CONTRACTOR shall provide certification in a manner, and on an invoice, provided by COUNTY.

4. Contract Monitoring

COUNTY will meet with CONTRACTOR during the initial months/quarters of this agreement to review documentation that supports MAA invoicing and to provide technical assistance as needed.

CONTRACTOR shall meet at least once a year with COUNTY thereafter to coordinate and review fulfillments of contract terms and address any potential impediments to the fulfillment of the terms of this agreement. Such review shall extend to an examination of type and quantity of services provided, interagency coordination, and any other issues pertinent to this agreement.

- CONTRACTOR is responsible for maintaining all documentation required for monitoring.
- CONTRACTOR shall request technical assistance from the COUNTY regarding elements of the contract with which they need assistance. COUNTY shall consider any such request and shall provide technical assistance to the CONTRACTOR if the COUNTY has the capacity and capability to do so. CONTRACTOR maintains responsibility for ensuring that its services and activities are in compliance with applicable regulations.
- COUNTY normally shall provide thirty (30) day notice of the site visit to the CONTRACTOR and shall specify the documentation that will need to be available at the time of the visit.
- Under normal circumstances, the visit may require the review of the following documents: records that delineate the MAA activities from other activities, support full expenditure of funding and that expenditures were directly related to MAA activities, demonstrate covered contractor screening provisions have been met, and any other documentation the COUNTY may request to be reviewed to ensure CONTRACTOR meeting state and federal requirements delegated through the contract.
- COUNTY shall provide CONTRACTOR with the opportunity to respond to the COUNTY'S written report of the site visit prior to the report becoming final.
- If the final report identifies material variations between the CONTRACTOR'S activities and the requirements of the contract, the COUNTY may require the CONTRACTOR to prepare a written plan of action to address those variations.

5. Program Name and Number for Federal Claiming

Title 31- Money and Finance, Subtitle V – General Assistance Administration, Chapter 75 - Requirements for Single Audits, Section 7502 requires each pass-through entity provide the sub recipient program names and any identifying numbers from which such assistance is derived. The Assistance Listing Number (ALN), formerly known as the Catalog of Federal

Domestic Assistance (CFDA), for this federal program is 93.778, Medical Assistance Program.

6. Disallowed Costs

COUNTY shall withhold any payments for services for which documentation of activities and expenditures is not sufficient to claim the Federal Financial share of MAA.

CONTRACTOR shall reimburse COUNTY for all overpayments identified by CONTRACTOR, COUNTY and/or State or Federal oversight agencies as an audit exception.

CONTRACTOR shall make any repayment based on audit exception(s) upon discovery of said exception(s). If reimbursement is required, CONTRACTOR shall reimburse COUNTY within sixty (60) days of identification.

ANNUAL CONTRACT MAXIMUM SHALL NOT EXCEED $24,807.00.

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 **Term of the Agreement.**

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements, 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 **Compensation.**

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17 (Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with

CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

2.5 **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by

CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 **Specific Performance.** It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

2.7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager,

which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 **Termination for Cause.**

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 **Other Termination.**

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty
(30)
days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

2.12 **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

2.13 **Notices**.

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

2.15 **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

(e) HHSA Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement , CONTRACTOR warrants that they have reviewed "HHSA Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHSA Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

2.16 **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 **Amendment/Modification.**

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed $10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its**

independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying

and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is $30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 **Taxes.** CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

2.21 **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall

maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the general public.

2.25 **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

2.26 **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

2.27 **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

2.28 **Entirety of Contract.** This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

2.29. **Other Terms and Conditions [Reserved.]**

2.30 **Acknowledgment of Funds; Compliance with Government Code Section 7550.**

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."

(b) **Compliance With Government Code Section 7550**. In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than $5,000, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report as required by Government Code section 7550. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

2.31 **Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in "Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at:
www.napacounty.gov.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contractors Involving Federal Health Care Programs". Said penalties and fines that may be assessed are as follows: civil monetary penalties of $11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", **"**Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.napacounty.gov.

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 **Compliance with State Medi-Cal Specialty Mental Health Services Requirements.** If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 **Compliance with Mental Health Activities Requirements.** If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any

payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 **Compliance with Federal Health Insurance Portability and Accountability Act of 1996.** If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 **Compliance With COUNTY's Obligations Under Contracts With Other Entities.** If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality

or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 **Napa Health Matters Listing.** If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 **Licensure Status**.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing**.** For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 **Code of Ethics**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at **www.napacounty.gov** or may be obtained from HHSA upon written request.

2.39 **Electronic Billing System**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 **Audit Report Requirements.** If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

EXHIBIT D(F)
DEPARTMENT OF HEALTH CARE SERVICES "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.

Index of Special Terms and Conditions

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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.

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, 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 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 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.

(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 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.

(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.

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. View this publication at the following Internet address: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting

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.

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.

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. (GC 8546.7, CCR Title 2, Section 1896.77)

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

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.

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 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**

(3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90)*** 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.

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 180, 2 CFR 376

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.

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. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

29. 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.)

30. 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:

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.

31. 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 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).

(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.

32. 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.

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.

33. 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."

34. 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.

35. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of Title 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 Title 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 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.

Attachment 1
State of California
Department of Health Care Services

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.

Napa County Name of Contractor	Amber Manfree Printed Name of Person Signing for Contractor
 Contract / Grant Number	 Signature of Person Signing for Contractor
 Date	Chair of the Board of Supervisors Title

After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services
Local Governmental Financing Division
County-Based Medi-Cal Administrative Activities Unit
1501 Capitol Avenue
P.O. Box 997436, MS 2628
Sacramento, CA 95899-7436

DHCS reserves the right to notifiy the contractor in writing of an alternate submission address.

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: Amber Manfree Title: Chair of the Board of Supervisors Telephone No.: Date:

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

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.

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.

12. 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 informa*tion. 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.

EXHIBIT E
CONTRACTOR'S PRIVACY AND SECURITY COMMITMENTS
(July 1, 2025 through June 30, 2026)

This Exhibit shall constitute the "Agreement" between **PUERTAS ABIERTAS COMMUNITY RESOURCE CENTER.** ("CONTRACTOR") and Napa County, and applies to the functions Contractor will perform on behalf of Napa County (collectively, "Services"), that are identified in the Master Agreement.

1. **Purpose.** This Agreement is intended to ensure that CONTRACTOR will establish and implement appropriate privacy and security safeguards with respect to Napa County Confidential Information. Napa County Confidential Information includes:

- Personally Identifiable Information: such as name, date of birth, address, phone number, Social Security Number, California Identification Number, Driver's License Number, email address, ip address, and any other data that could reasonably identify an individual; pertaining to clients or employees of Napa County; and
- Medical Information: any individually identifiable information, in electronic or physical form, pertaining to the past, present, or future medical condition of clients or employees of Napa County

2. **Permitted Uses and Disclosures.**

(a) Except as otherwise limited in this Agreement, CONTRACTOR may use or disclose Napa County Confidential Information to perform functions, activities, or services for, or on behalf of Napa County for the purposes specified in Attachment A to this Exhibit, which if completed and attached hereto is incorporated by reference, or as otherwise specified in the Master Agreement, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate California Civil Code Sections 56-56.37, collectively known as the Confidentiality of Medical Information Act (CMIA), and/or any other relevant state and federal privacy laws and regulations. CONTRACTOR must also make reasonable efforts to limit the use and disclosure of Napa County Confidential Information to the Minimum Necessary to accomplish the intended purpose of the use, disclosure, or request.

(b) Except as otherwise limited in this Agreement, CONTRACTOR may use Napa County Confidential Information for the proper management and administration of the CONTRACTOR, or to carry out the legal responsibilities of CONTRACTOR.

(c) Except as otherwise limited in this Agreement, CONTRACTOR may disclose Napa County Confidential Information for the proper management and administration of the CONTRACTOR provided that disclosures are required by law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) CONTRACTOR may use Napa County Confidential Information to report violations of law to appropriate Federal and State authorities.

(e) CONTRACTOR may not use or disclose Napa County Confidential Information in a manner that would violate CMIA (or other relevant state and federal privacy laws and regulations) if done by Napa County, except for the specific uses and disclosures set forth herein.

3. **Appropriate Safeguards.**

(a) CONTRACTOR agrees to use appropriate safeguards to prevent the use or disclosure of

Napa County Confidential Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Napa County Confidential Information that is created, received, maintained, or transmitted on behalf of Napa County and limit its use and disclosure to the minimum necessary.

(b) Safeguarding Electronic Napa County Confidential Information. CONTRACTOR must secure all Electronic Napa County Confidential Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with the National Institute of Standards Technology (NIST) Standards and Federal Information Processing Standards (FIPS) as applicable. Should CONTRACTOR fail to comply with this provision, it agrees to hold harmless, defend at its own expense and indemnify Napa County in accordance with the terms of Section 6 of the Agreement, "Indemnification".

(c) Destruction of Napa County Confidential Information on paper, film, or other hard copy media must involve either shredding or otherwise destroying it so that it cannot be read or reconstructed.

(d) Should any employee or subcontractor of CONTRACTOR have direct, authorized access to computer systems of Napa County that contain Napa County Confidential Information, CONTRACTOR shall immediately notify Napa County of any change of such personnel (e.g., employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for Napa County to disable the previously authorized access.

4. **Reporting Unauthorized Uses and Disclosures.**

(a) CONTRACTOR agrees to notify Napa County of any access, use or disclosure of Napa County Confidential Information not permitted or provided for by the Agreement of which it becomes aware. Such notification will be made immediately after discovery by telephone call at (707) 253-4523, plus e-mail at Privacy.Officer@countyofnapa.org, and will include, to the extent possible, the identification of each Individual whose Napa County Confidential Information has been, or is reasonably believed by the CONTRACTOR to have been, accessed, acquired, used or disclosed, a description of the Napa County Confidential Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by CONTRACTOR.

(b) A breach or unauthorized access, use, or disclosure shall be treated as discovered by CONTRACTOR on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the CONTRACTOR or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent, or other representative of CONTRACTOR

(c) In meeting its obligations under this section, it is understood that CONTRACTOR is not acting as the Napa County's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that CONTRACTOR is at all times acting as an independent contractor in providing services pursuant to this Agreement and the Master Agreement.

5. **Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Napa County Confidential Information**

(a) CONTRACTOR agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Napa County Confidential Information by CONTRACTOR or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure of Napa County Confidential Information, CONTRACTOR agrees to take any and all corrective

action(s) necessary to prevent recurrence, to document any such action(s), and to make this documentation available to Napa County.

(c) Except as required by law, CONTRACTOR agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Napa County Confidential Information without obtaining Napa County's prior written consent. Napa County hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation, or contract terms, as well as the contents of such notice. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, CONTRACTOR shall cooperate with and coordinate with Napa County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.

6. **Indemnification.**

To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each Party shall notify the other Party immediately in writing of any claim or damage related to activities performed under this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either Party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

7. **Individuals' Rights.**

(a) CONTRACTOR agrees to provide access, at the request of Napa County, and in the time and manner designated by the Napa County, to Napa County Confidential Information to Napa County or, as directed by Napa County, to an Individual.

8. **Agents and Subcontractors of CONTRACTOR.**

(a) CONTRACTOR agrees to enter into written agreements with any agent, subcontractor or vendor, to whom it provides Napa County Confidential Information received from Napa County or created, received , maintained or transmitted by CONTRACTOR on behalf of Napa County, that impose the same restrictions, conditions and requirements that apply through this Agreement to CONTRACTOR with respect to such information, including the requirement to immediately notify the CONTRACTOR of any instances of any breach, security incident, intrusion, or unauthorized access to or use or disclosure of Napa County Confidential Information of which it becomes aware. Upon request, CONTRACTOR shall provide copies of such agreements to Napa County.

(b) CONTRACTOR shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

9. **Audit, Inspection, and Enforcement.**

(a) CONTRACTOR agrees to make internal practices, books, and records relating to the use and disclosure of Napa County Confidential Information received from Napa County or created, received, maintained, or transmitted by CONTRACTOR on behalf of Napa County, available to any

state or federal agency, for the purposes of determining compliance with applicable state and federal privacy laws and regulations.

(b) With reasonable notice, Napa County and its authorized agents or contractors may audit and/or examine CONTRACTOR's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Napa County Confidential Information to determine compliance with the terms of this Agreement. CONTRACTOR shall promptly correct any violation of this Agreement found by Napa County and shall certify in writing that the correction has been made. CONTRACTOR's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Napa County's enforcement rights under this Agreement.

10. **Permissible Requests by Napa County**. Napa County shall not request that CONTRACTOR use or disclose Protected Napa County Confidential Information in any manner that would not be permissible under the relevant state and federal privacy laws and regulations if done by Napa County.

11. **Term and Termination.**

(a) The terms of this Agreement shall remain in effect for the duration of all services provided by CONTRACTOR under the Master Agreement and for so long as CONTRACTOR remains in possession of any Napa County Confidential Information received from Napa County, or created, received, maintained or transmitted by CONTRACTOR on behalf of Napa County unless Napa County has agreed in accordance with this Section 11 that it is not feasible to return or destroy all Napa County Confidential Protected Information.

(b) Upon termination of the Master Agreement, CONTRACTOR shall recover any Napa County Confidential Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents, or representatives. CONTRACTOR shall return to Napa County, or destroy with the consent of Napa County, all such Napa County Confidential Information, in any form, in its possession and shall retain no copies.

(c) If CONTRACTOR believes it is not feasible to return or destroy the Napa County Confidential Information, CONTRACTOR shall so notify Napa County in writing. The notification shall include: (1) a statement that the CONTRACTOR has determined that it is not feasible to return or destroy the Napa County Confidential Information in its possession, and (2) the specific reasons for such determination. CONTRACTOR may retain only that Napa County Confidential Information which is necessary for CONTRACTOR to continue its proper management and administration or to carry out its legal responsibilities. If Napa County agrees in its sole discretion that CONTRACTOR cannot feasibly return or destroy the Napa County Confidential Information, CONTRACTOR shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Napa County Confidential Information for so long as CONTRACTOR maintains such Napa County Confidential Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Napa County Confidential Information infeasible.

(d) Napa County may immediately terminate the Master Agreement if it determines that CONTRACTOR has violated a material term of this Agreement.

(e) Survival. The obligations of CONTRACTOR under this Section 11 shall survive this Agreement.

12. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Napa County and CONTRACTOR to comply with the requirements of relevant state and federal privacy laws and regulations.

13. **Notices.**

(a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

(b) Any mailed notice, demand, request, consent, approval, or communication that Napa County desires to give to CONTRACTOR shall be addressed to CONTRACTOR at the mailing address set forth in the Master Agreement.

(c) Any mailed notice, demand, request, consent, approval, or communication that CONTRACTOR desires to give to Napa County shall be addressed to Napa County at the following address:

Napa County Health and Human Services Agency
Attn: Compliance and Privacy Officer
2751 Napa Valley Corporate Drive
Napa, CA 94558

(707) 253-4715

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

14. **Lost Revenues; Penalties/Fines.**

(a) Penalties/Fines for Failure to Comply with relevant privacy laws and regulations. CONTRACTOR shall pay any penalty or fine assessed against Napa County arising from CONTRACTOR's failure to comply with the obligations imposed by relevant state and federal privacy laws and regulations.

(b) Penalties/Fines (other). CONTRACTOR shall pay any penalty or fine assessed against Napa County arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines, which may be assessed under a Federal or State False Claims Act provision.

NAPA COUNTY AGREEMENT NO. 260196B
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 1st of July 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **COPE FAMILY CENTER**, a California nonprofit corporation, whose mailing address is 707 Randolph Street, Napa, CA 94559, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services in order for CONTRACTOR to provide assistance with outreach, enrollment, retention, and utilization of Medi-Cal for all potentially eligible children/families throughout Napa County; and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as "Sections" or "Paragraphs" interchangeably.

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto as of the date first above written.

NAPA COUNTY, a political subdivision of the State of California	**CONTRACTOR**
By _____ **AMBER MANFREE, Chair of the Board of Supervisors** ATTEST: NEHA HOSKINS, Clerk of the Board By: _____ DATE APPROVED BY THE BOARD: _____ Processed by: _____ Deputy	Jeni Olsen **JENI OLSEN, Executive Director**

Maximum Amount of this Agreement: $16,445 Term Expires: June 30, 2026 Automatic renewal of term does not apply.	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By*: Corey S. Utsurogi* Date: 1/23/26

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 260196B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

1.1 "Department" shall mean: Health and Human Services Agency

1.2 "Director" shall mean the person elected or appointed to the chief management position of the Department.

1.3 "Contract Administrator" shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY's Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.4 The Program Manager for COUNTY shall be: Christine Wu, M.D., Public Health Officer, 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.5 The Contract Contact Person for CONTRACTOR shall be: Jessica Silverman, 707 Randolph Street, Napa, CA 94559.

1.6 CONTRACTOR is a [ ] sole proprietor [ ] partnership [X] corporation [ ] public agency [ ] other (specify) .

1.7 The source of funding for this Agreement shall be: Health and Human Services Agency (HHSA) General Fund, Mental Health Services Agreement (MHSA), and Master Services Agreement (MSA).

1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may amended from time to time: Department of Health Care Services – Napa County Agreement No. 230296B

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at **https://www.napacounty.gov/DocumentCenter/** under "Departments/Health and Human Services/Administration/Contracts and Administration Documents" (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is "SECTION 2. General Terms and Conditions – Version 12", which shall be referred to herein as the "General Terms and Conditions" and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a

conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

[X] (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).

[ ] (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).

[ ] (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).

[X] (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).

[ ] (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).

[ ] (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).

[X] (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.

[ ] (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.

[ ] (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.

[ ] (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)

[ ] (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40

applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 Term of Agreement. Section 2.1 (b) of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall commence on the date written on page 1 and shall expire as of **June 30, 2026**, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Termination for Convenience) or 2.23 (a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).

3.5 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement, provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Scope of Work
Exhibit B: Compensation
Exhibit C: "Section 2, General Terms and Conditions, Version 12"
Exhibit D(F): Department of Health Care Services "Special Terms and Conditions"
Exhibit E: Contractor's Privacy and Security Commitments

EXHIBIT A
SCOPE OF WORK
(July 1, 2025 through June 30, 2026)

MEDI-CAL ADMINISTRATIVE ACTIVITIES

Medi-Cal Administrative Activities, or MAA, are activities performed that are necessary for the proper and efficient administration of the Medi-Cal State Plan. The Local Government Agency (LGA), or the designated entity responsible for administering MAA locally, is Napa County Health and Human Services Agency. The LGA may subcontract with community-based organizations (CBOs) to perform MAA.

In FY 13-14 Napa County HHSA launched a community-wide effort to outreach and enroll uninsured and potentially eligible residents in Medi-Cal coverage and to link them to needed health/behavioral health services. The essential component of this effort is subcontracting with qualified and interested CBOs to link Medi-Cal eligible and potentially eligible individuals with Medi-Cal covered services as well assist in the Medi-Cal application process. Currently, many CBOs are the first place low-income individuals and families go for services including: Medi-Cal and Medi-Cal covered service information, referral and facilitation of the Medi-Cal application. Napa County recognizes the unique relationship that CBOs have with the Medi-Cal eligible population and wishes to maximize this relationship in assuring the availability and accessibility of Medi-Cal services.

Eligibility for Medi-Cal was expanded under the Affordable Care Act (ACA) and more residents are eligible for Medi-Cal. This project intends to have a positive, proactive impact in reaching the uninsured by leveraging the effectiveness that CBOs have in linking people to the appropriate services within the county. The project also intends to ensure there is a greater chance that anyone who needs health/behavioral health care successfully connects and engages in those services.

As a participant in this project, CONTRACTOR is expected to carry out the duties specified below to ensure to the greatest extent practicable that: Uninsured Napa residents who are eligible for Medi-Cal coverage receive it and access the care they need.

Type of MAA Activities to be performed:

1. **Allowable Medi-Cal Outreach**

   This activity may consist of discrete campaigns or may be an ongoing activity. This activity is directed to groups or individuals targeted to two goals:

   - Bringing potentially eligible people into the Medi-Cal system for the purpose of determining Medi-Cal eligibility; and
   - Bringing Medi-Cal eligible people into Medi-Cal services. Outreach may consist of discrete campaigns or may be an ongoing activity, such as: sending teams of employees into the community to contact homeless alcoholics or drug abusers; establishing a telephone or walk-in service for referring persons to Medi-Cal services or eligibility offices; operating a drop-in community center for underserved populations, such as minority teenagers where Medi-Cal eligibility and service information is disseminated.

The following activities describe how outreach shall be performed:

a. Outreach campaigns directed to the entire population to encourage potential Medi-Cal eligibles to apply for Medi-Cal. These campaigns are Medi-Cal only eligibility outreach campaigns.

b. Outreach campaigns directed toward bringing Medi-Cal eligibles into Medi-Cal covered services. In such campaigns, the language should clearly indicate that the message is directed to only persons eligible for Medi-Cal, and not the general public. These campaigns are service campaigns, targeted to specific Medi-Cal services, such as Early and Periodic Screening, Diagnosis and Treatment (EPSDT).

c. Informing children and their families on how to effectively access, use and maintain participation in all health resources under the Medi-Cal program.

d. Informing individuals or the general public about the benefits and services that the Medi-Cal program offers and encouraging and referring them to apply for Medi-Cal benefits.

e. Providing initial referral assistance to families and individuals to Medi-Cal services.

Note: A health education program or campaign may be allowable as a Medi-Cal administrative cost if it is targeted specifically to Medi-Cal services and for Medi-Cal eligible individuals, such as an educational campaign on immunization addressed to parents of Medi-Cal children.

2. <u>Performance Targets</u>

CONTRACTOR will participate in at least twenty (20) outreach events.

CONTRACTOR will outreach to at least one thousand (1,000) individuals, providing information about Medi-Cal coverage and Medi-Cal covered services.

CONTRACTOR will refer and successfully link at least one thousand five hundred (1,500) individuals to Medi-Cal coverage and/or Medi-Cal covered services.

3. <u>Quarterly Reporting</u>

CONTRACTOR shall provide quarterly reports as indicated in the scheduled included in Exhibit B, "COMPENSATION". Reports will include documentation to support the number and type of outreach events (e.g. flyers, brochures, dates and announcements of events) and the number of individuals and/or families reached through ongoing outreach efforts. The reports will also include documentation to support the number of individuals and/or families linked to Medi-Cal services (e.g. client count). Finally, the reports will include certification that the costs incurred were directly related to the provision of MAA allowable activities.

4. **Compliance with MAA Requirements**

CONTRACTOR shall comply with MAA requirements such as completing mandated covered contractor provisions and providing documentation that the organization is meeting requirements of the MAA claiming plan for which they are included such as submitting to HHSA the job descriptions for the staff performing MAA activities.

CONTRACTOR understands that the MAA activities and expenditures performed by CONTRACTOR are subject to the requirements set forth in the Department of Health Care Services (DHCS) County-Based MAA Program Operational Plan (approved July 1, 2017), which is incorporated herein by reference and can be found at the following link: https://www.dhcs.ca.gov/provgovpart/Documents/ACLSS/CMAA/CMAA-TCM_Imp_Plan/CMAA-TCM-Operational_Plan-2018.pdf.

CONTRACTOR shall comply with the requirements of the DHCS MAA Operational Plan.

CONTRACTOR understands that the information presented to COUNTY by CONTRACTOR under this Agreement shall be used for filing a claim with the Federal Government for federal funds, and that any knowing misrepresentation constitutes a violation of the Federal False Claims Act (FCA).

EXHIBIT B
COMPENSATION
(July 1, 2025 through June 30, 2026)

MEDI-CAL ADMINISTRATIVE ACTIVITIES

COUNTY shall reimburse CONTRACTOR for Medi-Cal Administrative Activities (MAA) described in Exhibit A as follows:

1. **Amount**

   CONTRACTOR shall be reimbursed up to a maximum of $16,445 for Medi-Cal Outreach as described in Exhibit A "SCOPE OF WORK" for the term of the Agreement. Funding to the CONTRACTOR shall be contingent upon the availability of funds for source of certified public expenditure.

   With the written approval of the Director of COUNTY's Health and Human Services Agency or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. The dollar amount of any individual budget item may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged, such changes in the budget shall not add a new type of service to the program description, and the administrative cost line item shall remain unchanged. Such changes shall not be effective unless and until notice of consent by Health and Human Services Agency has been given to CONTRACTOR in writing.

   CONTRACTOR shall be able to verify that expenditures related to its provision of MAA activities represent accurately identifiable and eligible costs, and that CONTRACTOR has excluded any non-claimable non-salary costs in compliance with the Department of Health Care Services (DHCS) County-Based MAA Program Operational Plan (approved July 1, 2017), which is incorporated herein by reference and can be found at the following link: https://www.dhcs.ca.gov/provgovpart/Documents/ACLSS/CMAA/CMAA-TCM_Imp_Plan/CMAA-TCM-Operational_Plan-2018.pdf

2. **Certified Public Expenditure**

   This Renewal Agreement is funded by COUNTY's Health and Human Services Agency (HHSA) General funds, Tobacco Master Settlement (MSA) Agreement funds that CONTRACTOR was awarded under Napa County Grant Agreement No. #240041B and Mental Health Services Act (MHSA) funds that CONTRACTOR was awarded under Napa County Grant Agreement No. #250124B, #250127B, and 210355B. CONTRACTOR may not use the funds received under the aforementioned Agreements to claim reimbursement for any other Federal program.

ACTIVITY	Contract #250124B	Contract #250127B	Contract #240041B	Contract #210355B	This Agreement (#260196B)
Medi-Cal Outreach	$17,786	$21,667	$668	$13,852	$16,445
TOTAL					**$16,445**

3. Method of Payment

CONTRACTOR must submit an invoice or claim form to the County Fiscal Analyst, not to exceed the contract maximum. Actual annual reimbursement shall be based on CONTRACTOR's actual cost, not to exceed the annual maximum operating budget amount in each Fiscal Year (FY). The quarterly reports and invoices due, as noted below, shall identify the activities conducted and expenditures made during the previous quarter ending on the last date of the calendar month prior to the report due date. Payment will be made following receipt of the report and invoice. COUNTY shall not release payments until CONTRACTOR has submitted reports for the previous quarter.

CONTRACT PERIOD	REPORT/INVOICE DUE DATE
July 1, 2025 – September 30, 2025	Upon contract execution
October 1, 2025 – December 31, 2025	January 31, 2026
January 1, 2026 – March 31, 2026	April 30, 2026
April 1, 2026 – June 30, 2026	July 15, 2026

CONTRACTOR shall, on each quarterly invoice, certify that the expenditures incurred represent accurate identifiable and eligible costs, and that CONTRACTOR's expenditures were made on eligible MAA claimable activities, as set forth in Exhibit A of this Agreement. CONTRACTOR shall provide certification in a manner, and on an invoice, provided by COUNTY.

4. Contract Monitoring

COUNTY will meet with CONTRACTOR during the initial months/quarters of this agreement to review documentation that supports MAA invoicing and to provide technical assistance as needed. CONTRACTOR shall meet at least once a year with COUNTY thereafter to coordinate and review fulfillments of contract terms, and address any potential impediments to the fulfillment of the terms of this agreement. Such review shall extend to an examination of type and quantity of services provided, interagency coordination, and any other issues pertinent to this agreement.

- CONTRACTOR is responsible for maintaining all documentation required for monitoring.
- CONTRACTOR shall request technical assistance from the COUNTY regarding elements of the contract with which they need assistance. COUNTY shall consider any such request and shall provide technical assistance to the CONTRACTOR if the COUNTY has the capacity and capability to do so. CONTRACTOR maintains responsibility for ensuring that its services and activities are in compliance with applicable regulations.
- COUNTY normally shall provide thirty (30) day notice of the site visit to the CONTRACTOR and shall specify the documentation that will need to be available at the time of the visit.
- Under normal circumstances, the visit may require the review of the following documents: records that delineate the MAA activities from other activities, support full expenditure of funding and that expenditures were directly related to MAA activities, demonstrate covered contractor screening provisions have been met, and any other documentation the COUNTY may request to be reviewed to ensure CONTRACTOR meeting state and federal requirements delegated through the contract.

- COUNTY shall provide CONTRACTOR with the opportunity to respond to the COUNTY'S written report of the site visit prior to the report becoming final.
- If the final report identifies material variations between the CONTRACTOR'S activities and the requirements of the contract, the COUNTY may require the CONTRACTOR to prepare a written plan of action to address those variations.

5. <u>Program Name and Number for Federal Claiming</u>

Title 31- Money and Finance, Subtitle V – General Assistance Administration, Chapter 75 - Requirements for Single Audits, Section 7502 requires each pass-through entity provide the sub recipient program names and any identifying numbers from which such assistance is derived. The Assistance Listing Number (ALN), formerly known as the Catalog of Federal Domestic Assistance (CFDA), for this federal program is 93.778, Medical Assistance Program.

6. <u>Disallowed Costs</u>

COUNTY shall withhold any payments for services for which documentation of activities and expenditures is not sufficient to claim the Federal Financial share of MAA.

CONTRACTOR shall reimburse COUNTY for all overpayments identified by CONTRACTOR, COUNTY and/or State or Federal oversight agencies as an audit exception. CONTRACTOR shall make any repayment based on audit exception(s) upon discovery of said exception(s). If reimbursement is required, CONTRACTOR shall reimburse COUNTY within sixty (60) days of identification.

<u>ANNUAL CONTRACT MAXIMUM SHALL NOT EXCEED $16,445.00.</u>

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 **Term of the Agreement.**

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements, 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 **Compensation.**

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17 (Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY

for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

2.5 **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the

compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 **Specific Performance.** It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

2.7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager,

which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 **Termination for Cause.**

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 **Other Termination.**

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty
(30)
days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

2.12 **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

2.13 **Notices**.

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. To this end, all

employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

2.15 **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

(e) HHSA Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement , CONTRACTOR warrants that they have reviewed "HHSA Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHSA Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

2.16 **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability

company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 **Amendment/Modification.**

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed $10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on**

COUNTY to provide notice of such changes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying

and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is $30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 **Taxes.** CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

2.21 **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall

maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the general public.

2.25 **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

2.26 **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

2.27 **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

2.28 **Entirety of Contract.** This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

2.29. **Other Terms and Conditions [Reserved.]**

2.30 **Acknowledgment of Funds; Compliance with Government Code Section 7550.**

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."

(b) **Compliance With Government Code Section 7550**. In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than $5,000, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report as required by Government Code section 7550. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

2.31 **Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in "Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at:
www.napacounty.gov.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contractors Involving Federal Health Care Programs". Said penalties and fines that may be assessed are as follows: civil monetary penalties of $11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", **"**Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.napacounty.gov.

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 **Compliance with State Medi-Cal Specialty Mental Health Services Requirements.** If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 **Compliance with Mental Health Activities Requirements.** If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any

payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 **Compliance with Federal Health Insurance Portability and Accountability Act of 1996.** If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 **Compliance With COUNTY's Obligations Under Contracts With Other Entities.** If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality

or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov**.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 **Napa Health Matters Listing.** If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 **Licensure Status**.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing**.** For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 **Code of Ethics**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at **www.napacounty.gov** or may be obtained from HHSA upon written request.

2.39 **Electronic Billing System**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 **Audit Report Requirements.** If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov**.

EXHIBIT D(F)
DEPARTMENT OF HEALTH CARE SERVICES "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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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.

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, 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 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 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.

(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 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.

(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.

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. View this publication at the following Internet address: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting

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.

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.

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. (GC 8546.7, CCR Title 2, Section 1896.77)

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

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.

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 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**

(3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90)*** 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.

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 180, 2 CFR 376

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.

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. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

29. 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.)

30. 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:

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.

31. 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 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).

(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.

32. 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.

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.

33. 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."

34. 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.

35. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of Title 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 Title 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 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.

Attachment 1
State of California
Department of Health Care Services

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

Napa County Name of Contractor	Amber Manfree Printed Name of Person Signing for Contractor
 Contract / Grant Number	 Signature of Person Signing for Contractor
 Date	Chair of the Board of Supervisors Title

After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services
Local Governmental Financing Division
County-Based Medi-Cal Administrative Activities Unit
1501 Capitol Avenue
P.O. Box 997436, MS 2628
Sacramento, CA 95899-7436

DHCS reserves the right to notifiy the contractor in writing of an alternate submission address.

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: Amber Manree Title: Chair of the Board of Supervisors Telephone No.: Date:

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

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.

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 informa*tion. 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.

EXHIBIT E
CONTRACTOR'S PRIVACY AND SECURITY COMMITMENTS
(July 1, 2025 through June 30, 2026)

This Exhibit shall constitute the "Agreement" between **COPE FAMILY CENTER,** ("CONTRACTOR") and Napa County, and applies to the functions Contractor will perform on behalf of Napa County (collectively, "Services"), that are identified in the Master Agreement.

1. **Purpose.** This Agreement is intended to ensure that CONTRACTOR will establish and implement appropriate privacy and security safeguards with respect to Napa County Confidential Information. Napa County Confidential Information includes:

- Personally Identifiable Information: such as name, date of birth, address, phone number, Social Security Number, California Identification Number, Driver's License Number, email address, ip address, and any other data that could reasonably identify an individual; pertaining to clients or employees of Napa County; and
- Medical Information: any individually identifiable information, in electronic or physical form, pertaining to the past, present, or future medical condition of clients or employees of Napa County

2. **Permitted Uses and Disclosures.**

(a) Except as otherwise limited in this Agreement, CONTRACTOR may use or disclose Napa County Confidential Information to perform functions, activities, or services for, or on behalf of Napa County for the purposes specified in Attachment A to this Exhibit, which if completed and attached hereto is incorporated by reference, or as otherwise specified in the Master Agreement, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate California Civil Code Sections 56-56.37, collectively known as the Confidentiality of Medical Information Act (CMIA), and/or any other relevant state and federal privacy laws and regulations. CONTRACTOR must also make reasonable efforts to limit the use and disclosure of Napa County Confidential Information to the Minimum Necessary to accomplish the intended purpose of the use, disclosure, or request.

(b) Except as otherwise limited in this Agreement, CONTRACTOR may use Napa County Confidential Information for the proper management and administration of the CONTRACTOR, or to carry out the legal responsibilities of CONTRACTOR.

(c) Except as otherwise limited in this Agreement, CONTRACTOR may disclose Napa County Confidential Information for the proper management and administration of the CONTRACTOR provided that disclosures are required by law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) CONTRACTOR may use Napa County Confidential Information to report violations of law to appropriate Federal and State authorities.

(e) CONTRACTOR may not use or disclose Napa County Confidential Information in a manner that would violate CMIA (or other relevant state and federal privacy laws and

regulations) if done by Napa County, except for the specific uses and disclosures set forth herein.

3. **Appropriate Safeguards.**

(a) CONTRACTOR agrees to use appropriate safeguards to prevent the use or disclosure of Napa County Confidential Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Napa County Confidential Information that is created, received, maintained, or transmitted on behalf of Napa County and limit its use and disclosure to the minimum necessary.

(b) Safeguarding Electronic Napa County Confidential Information. CONTRACTOR must secure all Electronic Napa County Confidential Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with the National Institute of Standards Technology (NIST) Standards and Federal Information Processing Standards (FIPS) as applicable. Should CONTRACTOR fail to comply with this provision, it agrees to hold harmless, defend at its own expense and indemnify Napa County in accordance with the terms of Section 6 of the Agreement, "Indemnification".

(c) Destruction of Napa County Confidential Information on paper, film, or other hard copy media must involve either shredding or otherwise destroying it so that it cannot be read or reconstructed.

(d) Should any employee or subcontractor of CONTRACTOR have direct, authorized access to computer systems of Napa County that contain Napa County Confidential Information, CONTRACTOR shall immediately notify Napa County of any change of such personnel (e.g., employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for Napa County to disable the previously authorized access.

4. **Reporting Unauthorized Uses and Disclosures.**

(a) CONTRACTOR agrees to notify Napa County of any access, use or disclosure of Napa County Confidential Information not permitted or provided for by the Agreement of which it becomes aware. Such notification will be made immediately after discovery by telephone call at (707) 253-4523, plus e-mail at Privacy.Officer@countyofnapa.org, and will include, to the extent possible, the identification of each Individual whose Napa County Confidential Information has been, or is reasonably believed by the CONTRACTOR to have been, accessed, acquired, used or disclosed, a description of the Napa County Confidential Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by CONTRACTOR.

(b) A breach or unauthorized access, use, or disclosure shall be treated as discovered by CONTRACTOR on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the CONTRACTOR or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent, or other representative of CONTRACTOR

(c) In meeting its obligations under this section, it is understood that CONTRACTOR is not acting as the Napa County's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that CONTRACTOR is at all times acting as an independent contractor in providing services pursuant to this Agreement and the Master Agreement.

5. **Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Napa County Confidential Information**

(a) CONTRACTOR agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Napa County Confidential Information by CONTRACTOR or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure of Napa County Confidential Information, CONTRACTOR agrees to take any and all corrective action(s) necessary to prevent recurrence, to document any such action(s), and to make this documentation available to Napa County.

(c) Except as required by law, CONTRACTOR agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Napa County Confidential Information without obtaining Napa County's prior written consent. Napa County hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation, or contract terms, as well as the contents of such notice. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, CONTRACTOR shall cooperate with and coordinate with Napa County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.

6. **Indemnification.**

To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each Party shall notify the other Party immediately in writing of any claim or damage related to activities performed under this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either Party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

7. **Individuals' Rights.**

(a) CONTRACTOR agrees to provide access, at the request of Napa County, and in the time and manner designated by the Napa County, to Napa County Confidential Information to Napa County or, as directed by Napa County, to an Individual.

8. **Agents and Subcontractors of CONTRACTOR.**

(a) CONTRACTOR agrees to enter into written agreements with any agent, subcontractor or vendor, to whom it provides Napa County Confidential Information received from Napa County or created, received , maintained or transmitted by CONTRACTOR on behalf of Napa

County, that impose the same restrictions, conditions and requirements that apply through this Agreement to CONTRACTOR with respect to such information, including the requirement to immediately notify the CONTRACTOR of any instances of any breach, security incident, intrusion, or unauthorized access to or use or disclosure of Napa County Confidential Information of which it becomes aware. Upon request, CONTRACTOR shall provide copies of such agreements to Napa County.

(b) CONTRACTOR shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

9. **Audit, Inspection, and Enforcement.**

(a) CONTRACTOR agrees to make internal practices, books, and records relating to the use and disclosure of Napa County Confidential Information received from Napa County or created, received, maintained, or transmitted by CONTRACTOR on behalf of Napa County, available to any state or federal agency, for the purposes of determining compliance with applicable state and federal privacy laws and regulations.

(b) With reasonable notice, Napa County and its authorized agents or contractors may audit and/or examine CONTRACTOR's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Napa County Confidential Information to determine compliance with the terms of this Agreement. CONTRACTOR shall promptly correct any violation of this Agreement found by Napa County and shall certify in writing that the correction has been made. CONTRACTOR's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Napa County's enforcement rights under this Agreement.

10. **Permissible Requests by Napa County**. Napa County shall not request that CONTRACTOR use or disclose Protected Napa County Confidential Information in any manner that would not be permissible under the relevant state and federal privacy laws and regulations if done by Napa County.

11. **Term and Termination.**

(a) The terms of this Agreement shall remain in effect for the duration of all services provided by CONTRACTOR under the Master Agreement and for so long as CONTRACTOR remains in possession of any Napa County Confidential Information received from Napa County, or created, received, maintained or transmitted by CONTRACTOR on behalf of Napa County unless Napa County has agreed in accordance with this Section 11 that it is not feasible to return or destroy all Napa County Confidential Protected Information.

(b) Upon termination of the Master Agreement, CONTRACTOR shall recover any Napa County Confidential Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents, or representatives. CONTRACTOR shall return to Napa County, or destroy with the consent of Napa County, all such Napa County Confidential Information, in any form, in its possession and shall retain no copies.

(c) If CONTRACTOR believes it is not feasible to return or destroy the Napa County Confidential Information, CONTRACTOR shall so notify Napa County in writing. The notification shall include: (1) a statement that the CONTRACTOR has determined that it is not

feasible to return or destroy the Napa County Confidential Information in its possession, and (2) the specific reasons for such determination. CONTRACTOR may retain only that Napa County Confidential Information which is necessary for CONTRACTOR to continue its proper management and administration or to carry out its legal responsibilities. If Napa County agrees in its sole discretion that CONTRACTOR cannot feasibly return or destroy the Napa County Confidential Information, CONTRACTOR shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Napa County Confidential Information for so long as CONTRACTOR maintains such Napa County Confidential Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Napa County Confidential Information infeasible.

(d) Napa County may immediately terminate the Master Agreement if it determines that CONTRACTOR has violated a material term of this Agreement.

(e) Survival. The obligations of CONTRACTOR under this Section 11 shall survive this Agreement.

12. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Napa County and CONTRACTOR to comply with the requirements of relevant state and federal privacy laws and regulations.

13. **Notices.**

(a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

(b) Any mailed notice, demand, request, consent, approval, or communication that Napa County desires to give to CONTRACTOR shall be addressed to CONTRACTOR at the mailing address set forth in the Master Agreement.

(c) Any mailed notice, demand, request, consent, approval, or communication that CONTRACTOR desires to give to Napa County shall be addressed to Napa County at the following address:

Napa County Health and Human Services Agency
Attn: Compliance and Privacy Officer
2751 Napa Valley Corporate Drive
Napa, CA 94558

(707) 253-4715

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

14. **Lost Revenues; Penalties/Fines.**

(a) Penalties/Fines for Failure to Comply with relevant privacy laws and regulations. CONTRACTOR shall pay any penalty or fine assessed against Napa County arising from CONTRACTOR's failure to comply with the obligations imposed by relevant state and federal

privacy laws and regulations.

(b) Penalties/Fines (other). CONTRACTOR shall pay any penalty or fine assessed against Napa County arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines, which may be assessed under a Federal or State False Claims Act provision.

NAPA COUNTY AGREEMENT NO. 260197B
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 1st of July 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **UPVALLEY FAMILY CENTERS**, a California nonprofit corporation, whose mailing address is 1440 Spring Street, St. Helena, CA 94574, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services in order for CONTRACTOR to provide assistance with outreach, enrollment, retention, and utilization of Medi-Cal for all potentially eligible children/families throughout Napa County; and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as "Sections" or "Paragraphs" interchangeably.

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto as of the date first above written.

NAPA COUNTY, a political subdivision of the State of California	**CONTRACTOR**
By _____ **AMBER MANFREE, Chair of the Board of Supervisors** ATTEST: NEHA HOSKINS, Clerk of the Board By: _____ DATE APPROVED BY THE BOARD: _____ Processed by: _____ Deputy	**JENNY OCON, Executive Director**

Maximum Amount of this Agreement: $32,323 Term Expires: June 30, 2026 Automatic renewal of term does not apply.	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By: *Corey S. Utsurogi* Date: 1/23/26

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 260197B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

1.1 "Department" shall mean: Health and Human Services Agency

1.2 "Director" shall mean the person elected or appointed to the chief management position of the Department.

1.3 "Contract Administrator" shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY's Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.4 The Program Manager for COUNTY shall be: Christine Wu, M.D., Public Health Officer, 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.5 The Contract Contact Person for CONTRACTOR shall be: Jenny Ocón, 1440 Spring Street, St. Helena, CA 94559.

1.6 CONTRACTOR is a [ ] sole proprietor [ ] partnership [X] corporation [ ] public agency [ ] other (specify) .

1.7 The source of funding for this Agreement shall be: Health and Human Services Agency (HHSA) General Fund, Mental Health Services Agreement (MHSA), and Master Services Agreement (MSA).

1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may amended from time to time: Department of Health Care Services – Napa County Agreement No. 230296B.

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at https://www.napacounty.gov/DocumentCenter/ under "Departments/Health and Human Services/Administration/Contracts and Administration Documents" (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is "SECTION 2. General Terms and Conditions – Version 12", which shall be referred to herein as the "General Terms and Conditions" and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a

conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

[X] (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).

[ ] (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).

[ ] (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).

[X] (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).

[ ] (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).

[ ] (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).

[X] (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.

[ ] (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.

[ ] (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.

[ ] (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)

[ ] (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40

applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 Term of Agreement. Section 2.1 (b) of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall commence on the date written on page 1 and shall expire as of **June 30, 2026**, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Termination for Convenience) or 2.23 (a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).

3.5 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement, provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Scope of Work
Exhibit B: Compensation
Exhibit C: "Section 2, General Terms and Conditions, Version 12"
Exhibit D(F): Department of Health Care Services "Special Terms and Conditions"
Exhibit E: Contractor's Privacy and Security Commitments

EXHIBIT A
SCOPE OF WORK
(July 1, 2025 through June 30, 2026)

MEDI-CAL ADMINISTRATIVE ACTIVITIES

Medi-Cal Administrative Activities, or MAA, are activities performed that are necessary for the proper and efficient administration of the Medi-Cal State Plan. The Local Government Agency (LGA), or the designated entity responsible for administering MAA locally, is Napa County's Health and Human Services Agency (HHSA). The LGA may subcontract with community-based organizations (CBOs) to perform MAA.

In FY 13-14, HHSA launched a community-wide effort to outreach and enroll uninsured and potentially eligible residents in Medi-Cal coverage and to link them to needed health/behavioral health services. The essential component of this effort is subcontracting with qualified and interested CBOs to link Medi-Cal eligible and potentially eligible individuals with Medi-Cal covered services as well assist in the Medi-Cal application process. Currently, many CBOs are the first place low-income individuals and families go for services including: Medi-Cal and Medi-Cal covered service information, referral and facilitation of the Medi-Cal application. Napa County recognizes the unique relationship that CBOs have with the Medi-Cal eligible population and wishes to maximize this relationship in assuring the availability and accessibility of Medi-Cal services.

Eligibility for Medi-Cal was expanded under the Affordable Care Act (ACA) and more residents are eligible for Medi-Cal. This project intends to have a positive, proactive impact in reaching the uninsured by leveraging the effectiveness that CBOs have in linking people to the appropriate services within the county. The project also intends to ensure there is a greater chance that anyone who needs health/behavioral health care successfully connects and engages in those services.

As a participant in this project, CONTRACTOR is expected to carry out the duties specified below to ensure to the greatest extent practicable that: Uninsured Napa residents who are eligible for Medi-Cal coverage receive it and access the care they need.

Type of MAA Activities to be performed:

1. **Allowable Medi-Cal Outreach**

   This activity may consist of discrete campaigns or may be an ongoing activity. This activity is directed to groups or individuals targeted to two goals:

- Bringing potentially eligible people into the Medi-Cal system for the purpose of determining Medi-Cal eligibility; and
- Bringing Medi-Cal eligible people into Medi-Cal services. Outreach may consist of discrete campaigns or may be an ongoing activity, such as: sending teams of employees into the community to contact homeless alcoholics or drug abusers; establishing a telephone or walk-in service for referring persons to Medi-Cal services or eligibility offices; operating a drop-in community center for underserved populations, such as minority teenagers where Medi-Cal eligibility and service information is disseminated.

The following activities describe how outreach shall be performed:

a. Outreach campaigns directed to the entire population to encourage potential Medi-Cal eligibles to apply for Medi-Cal. These campaigns are Medi-Cal only eligibility outreach campaigns.

b. Outreach campaigns directed toward bringing Medi-Cal eligibles into Medi-Cal covered services. In such campaigns, the language should clearly indicate that the message is directed to only persons eligible for Medi-Cal, and not the general public. These campaigns are service campaigns, targeted to specific Medi-Cal services, such as Early and Periodic Screening, Diagnosis and Treatment (EPSDT).

c. Informing children and their families on how to effectively access, use and maintain participation in all health resources under the Medi-Cal program.

d. Informing individuals or the general public about the benefits and services that the Medi-Cal program offers and encouraging and referring them to apply for Medi-Cal benefits.

e. Providing initial referral assistance to families and individuals to Medi-Cal services.

Note: A health education program or campaign may be allowable as a Medi-Cal administrative cost if it is targeted specifically to Medi-Cal services and for Medi-Cal eligible individuals, such as an educational campaign on immunization addressed to parents of Medi-Cal children.

2. **Facilitating Medi-Cal Application (Eligibility Intake and Renewal)**

Activities are those that facilitate the completion of the Medi-Cal application and renewal process and ensuring linkage with the Self Sufficiency Services (SSS) Division for eligibility determinations. They include:

a. Explain Medi-Cal eligibility rules and the Medi-Cal eligibility process to prospective applicants; assist an applicant to fill out a Medi-Cal eligibility application; gather information related to the application and eligibility determination from a client, including resource information and third party liability information, as a prelude to submitting a formal Medi-Cal application to the SSS Division of HHHSA; and/or provide necessary forms and packaging all forms in preparation for the Medi-Cal eligibility determination.

b. Assist the beneficiary in completing necessary application for redetermination, gather information related to the application and assist in submitting the application to the SSS and Comprehensive Services for Older Adults (CSOA) Divisions of HHHSA.

c. These activities do not include the eligibility determination or redetermination itself.

3. **Performance Targets**

CONTRACTOR will participate in at least ten (10) outreach events.

CONTRACTOR will outreach to at least one thousand five hundred (1500) individuals, providing information about Medi-Cal coverage and Medi-Cal covered services.

CONTRACTOR will refer and successfully link at least three hundred (300) individuals to Medi-Cal coverage and/or Medi-Cal covered services.

CONTRACTOR will facilitate at least one hundred (100) Medi-Cal applications through to the point of submission for eligibility determinations and re-determinations to SSSD.

4. **Quarterly Reporting**

CONTRACTOR shall provide quarterly reports as indicated in the scheduled included in Exhibit B, "COMPENSATION". Reports will include documentation to support the number and type of outreach events (e.g. flyers, brochures, dates and announcements of events) and the number of individuals and/or families reached through ongoing outreach efforts. The reports will also include documentation to support the number of individuals and/or families assisted with application or re-determination for Medi-Cal (e.g. client count of applications) and the number of Medi-Cal beneficiaries linked to Medi-Cal services (e.g. client count). Finally, the reports will include certification that costs incurred were directly related to the provision of MAA allowable activities.

5. **Compliance with MAA Requirements**

CONTRACTOR shall comply with MAA requirements such as completing mandated covered contractor provisions and providing documentation that the organization is meeting requirements of the MAA claiming plan for which they are included such as submitting to HHSA the job descriptions for the staff performing MAA activities.

CONTRACTOR understands that the MAA activities and expenditures performed by CONTRACTOR are subject to the requirements set forth in the Department of Health Care Services (DHCS) County-Based MAA Program Operational Plan (approved July 1, 2017), which is incorporated herein by reference and can be found at the following link: https://www.dhcs.ca.gov/provgovpart/Documents/ACLSS/CMAA/CMAA-TCM_Imp_Plan/CMAA-TCM-Operational_Plan-2018.pdf.

CONTRACTOR shall comply with the requirements of the DHCS MAA Operational Plan.

CONTRACTOR understands that the information presented to COUNTY by CONTRACTOR under this Agreement shall be used for filing a claim with the Federal Government for federal funds, and that any knowing misrepresentation constitutes a violation of the Federal False Claims Act (FCA).

EXHIBIT B
COMPENSATION
(July 1, 2025 through June 30, 2026)

MEDI-CAL ADMINISTRATIVE ACTIVITIES

COUNTY shall reimburse CONTRACTOR for Medi-Cal Administrative Activities (MAA) described in Exhibit A "SCOPE OF WORK" as follows:

1. **Amount**

CONTRACTOR shall be reimbursed up to a maximum of $32,323 for the term of the Agreement. Funding to the CONTRACTOR shall be contingent upon availability of funds for source of certified public expenditure.

- CONTRACTOR shall be reimbursed a maximum of $26,376 for Medi-Cal Outreach as described in Exhibit A.
- CONTRACTOR shall be reimbursed a maximum of $5,947 for Facilitating the Medi-Cal Application as described in Exhibit A.

With the written approval of the Director of COUNTY's Health and Human Services Agency or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. The dollar amount of any individual budget item may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged, such changes in the budget shall not add a new type of service to the program description, and the administrative cost line item shall remain unchanged. Such changes shall not be effective unless and until notice of consent by Health and Human Services Agency has been given to CONTRACTOR in writing.

CONTRACTOR shall be able to verify that expenditures related to its provision of MAA activities represent accurately identifiable and eligible costs, and that CONTRACTOR has excluded any non-claimable non-salary costs in compliance with the Department of Health Care Services (DHCS) County-Based MAA Program Operational Plan (approved July 1, 2017), which is incorporated herein by reference and can be found at the following link: https://www.dhcs.ca.gov/provgovpart/Documents/ACLSS/CMAA/CMAA-TCM_Imp_Plan/CMAA-TCM-Operational_Plan-2018.pdf.

2. **Certified Public Expenditure**

This Renewal Agreement is funded by COUNTY's Health and Human Services Agency (HHSA) General funds, Tobacco Master Settlement Agreement (MSA) funds that CONTRACTOR was awarded under Napa County Grant Agreement No. 250125B and No. 250095B, and Mental Health Services Act (MHSA) funds that CONTRACTOR was awarded under Napa County Grant Agreement No. 210362B and No 230355B. Services are also funded by an agreement with Local Public Entity, the City of Calistoga. The expenditure of these funds shall be certified by the City of Calistoga on a quarterly basis and submitted to the COUNTY with quarterly invoices. CONTRACTOR may not use the funds received under the aforementioned agreements to claim reimbursement for any other Federal program.

ACTIVITY	Contract #250125B	Contract #250095B	Contract #210362B	Contract #230355B	Agreement with the City of Calistoga	This Agreement (#260197B)
Medi-Cal Outreach	$2181	$4,789	$1,515	$2,183	$8,821	$26,376
Medi-Cal Application Facilitation	$0	$0	$0	$0	$887	$5,947
TOTAL						**$32,323**

3. **Method of Payment**

CONTRACTOR must submit an invoice or claim form to the County Fiscal Analyst, not to exceed the contract maximum. Actual annual reimbursement shall be based on CONTRACTOR's actual cost, not to exceed the annual maximum operating budget amount in each Fiscal Year (FY). The quarterly reports and invoices due, as noted below, shall identify the activities conducted and expenditures made during the previous quarter ending on the last date of the calendar month prior to the report due date. Payment will be made following receipt of the report and invoice. COUNTY shall not release payments until CONTRACTOR has submitted reports for the previous quarter.

CONTRACT PERIOD	REPORT/INVOICE DUE DATE
July 1, 2025 – September 30, 2025	Upon contract execution
October 1, 2025 – December 31, 2025	January 31, 2026
January 1, 2026 – March 31, 2026	April 30, 2026
April 1, 2026 – June 30, 2026	July 15, 2026

CONTRACTOR shall, on each quarterly invoice, certify that the expenditures incurred represent accurate identifiable and eligible costs, and that CONTRACTOR's expenditures were made on eligible MAA claimable activities, as set forth in Exhibit A of this Agreement. CONTRACTOR's expenditures incurred for each of the two MAA activities shall be separately identified. CONTRACTOR shall provide certification in a manner, and on an invoice, provided by COUNTY.

4. Contract Monitoring

COUNTY will meet with CONTRACTOR during the initial months/quarters of this agreement to review documentation that supports MAA invoicing and to provide technical assistance as needed. CONTRACTOR shall meet at least once a year with COUNTY thereafter to coordinate and review fulfillments of contract terms and address any potential impediments to the fulfillment of the terms of this agreement. Such review shall extend to an examination of type and quantity of services provided, interagency coordination, and any other issues pertinent to this agreement.

- CONTRACTOR is responsible for maintaining all documentation required for monitoring.
- CONTRACTOR shall request technical assistance from the COUNTY regarding elements of the contract with which they need assistance. COUNTY shall consider any such request and shall provide technical assistance to the CONTRACTOR if the COUNTY has the capacity and capability to do so. CONTRACTOR maintains responsibility for ensuring that its services and activities are in compliance with applicable regulations.
- COUNTY normally shall provide thirty (30) day notice of the site visit to the CONTRACTOR and shall specify the documentation that will need to be available at the time of the visit.
- Under normal circumstances, the visit may require the review of the following documents: records that delineate the MAA activities from other activities, support full expenditure of funding and that expenditures were directly related to MAA activities, demonstrate covered contractor screening provisions have been met, and any other documentation the COUNTY may request to be reviewed to ensure CONTRACTOR meeting state and federal requirements delegated through the contract.
- COUNTY shall provide CONTRACTOR with the opportunity to respond to the COUNTY'S written report of the site visit prior to the report becoming final.
- If the final report identifies material variations between the CONTRACTOR'S activities and the requirements of the contract, the COUNTY may require the CONTRACTOR to prepare a written plan of action to address those variations.

5. Program Name and Number for Federal Claiming

Title 31- Money and Finance, Subtitle V – General Assistance Administration, Chapter 75 - Requirements for Single Audits, Section 7502 requires each pass-through entity provide the sub recipient program names and any identifying numbers from which such assistance is derived. The Assistance Listing Number (ALN), formerly known as the Catalog of Federal Domestic Assistance (CFDA), for this federal program is 93.778, Medical Assistance Program.

6. Disallowed Costs

COUNTY shall withhold any payments for services for which documentation of activities and expenditures is not sufficient to claim the Federal Financial share of MAA.

CONTRACTOR shall reimburse COUNTY for all overpayments identified by CONTRACTOR, COUNTY and/or State or Federal oversight agencies as an audit exception.

CONTRACTOR shall make any repayment based on audit exception(s) upon discovery of said exception(s). If reimbursement is required, CONTRACTOR shall reimburse COUNTY within sixty (60) days of identification.

ANNUAL CONTRACT MAXIMUM SHALL NOT EXCEED $32,323.00.

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS –VERSION 12

2.1 **Term of the Agreement.**

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements, 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 **Compensation.**

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17 (Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with

CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

2.5 **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by

CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 **Specific Performance.** It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

2.7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager,

which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 **Termination for Cause.**

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 **Other Termination.**

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty
(30)
days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

2.12 **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

2.13 **Notices.**

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

2.15 **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.napacounty.gov.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

(e) HHSA Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement , CONTRACTOR warrants that they have reviewed "HHSA Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHSA Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.napacounty.gov.

2.16 **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 **Amendment/Modification.**

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed $10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its**

independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying

and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is $30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 **Taxes.** CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

2.21 **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall

maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the general public.

2.25 **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

2.26 **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

2.27 **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

2.28 **Entirety of Contract.** This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

2.29. **Other Terms and Conditions [Reserved.]**

2.30 **Acknowledgment of Funds; Compliance with Government Code Section 7550.**

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."

(b) **Compliance With Government Code Section 7550**. In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than $5,000, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report as required by Government Code section 7550. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

2.31 **Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in "Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at:
www.napacounty.gov.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contractors Involving Federal Health Care Programs". Said penalties and fines that may be assessed are as follows: civil monetary penalties of $11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", "Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.napacounty.gov.

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 **Compliance with State Medi-Cal Specialty Mental Health Services Requirements.** If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.napacounty.gov.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 **Compliance with Mental Health Activities Requirements.** If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any

payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 **Compliance with Federal Health Insurance Portability and Accountability Act of 1996.** If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 **Compliance With COUNTY's Obligations Under Contracts With Other Entities.** If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality

or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.napacounty.gov.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 **Napa Health Matters Listing.** If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 **Licensure Status.**

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing. For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 **Code of Ethics.** CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at www.napacounty.gov or may be obtained from HHSA upon written request.

2.39 **Electronic Billing System.** CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 **Audit Report Requirements.** If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.napacounty.gov.

EXHIBIT D(F)
DEPARTMENT OF HEALTH CARE SERVICES

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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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.

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, 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 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 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.

(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 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.

(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.

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. View this publication at the following Internet address: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting

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.

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.

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. (GC 8546.7, CCR Title 2, Section 1896.77)

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

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.

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 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**

(3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90)*** 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.

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 180, 2 CFR 376

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.

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. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

29. 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.)

30. 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:

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.

31. 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 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).

(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.

32. 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.

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.

33. 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."

34. 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.

35. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of Title 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 Title 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 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.

Attachment 1
State of California
Department of Health Care Services

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.

Napa County Name of Contractor	Amber Manfree Printed Name of Person Signing for Contractor
 Contract / Grant Number	 Signature of Person Signing for Contractor
 Date	Chair of the Board of Supervisors Title

After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services
Local Governmental Financing Division
County-Based Medi-Cal Administrative Activities Unit
1501 Capitol Avenue
P.O. Box 997436, MS 2628
Sacramento, CA 95899-7436

DHCS reserves the right to notifiy the contractor in writing of an alternate submission address.

Attachment 2

OMB

CERTIFICATION REGARDING LOBBYING

Approved by

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: Amber Manfree Title: Chair of the Board of Supervisors Telephone No.: Date:

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

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.

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.

EXHIBIT E
CONTRACTOR'S PRIVACY AND SECURITY COMMITMENTS
(July 1, 2025 through June 30, 2026)

This Exhibit shall constitute the "Agreement" between **UP VALLEY FAMILY CENTERS** ("CONTRACTOR") and Napa County, and applies to the functions Contractor will perform on behalf of Napa County (collectively, "Services"), that are identified in the Master Agreement.

1. **Purpose.** This Agreement is intended to ensure that CONTRACTOR will establish and implement appropriate privacy and security safeguards with respect to Napa County Confidential Information. Napa County Confidential Information includes:

- Personally Identifiable Information: such as name, date of birth, address, phone number, Social Security Number, California Identification Number, Driver's License Number, email address, ip address, and any other data that could reasonably identify an individual; pertaining to clients or employees of Napa County; and
- Medical Information: any individually identifiable information, in electronic or physical form, pertaining to the past, present, or future medical condition of clients or employees of Napa County

2. **Permitted Uses and Disclosures.**

(a) Except as otherwise limited in this Agreement, CONTRACTOR may use or disclose Napa County Confidential Information to perform functions, activities, or services for, or on behalf of Napa County for the purposes specified in Attachment A to this Exhibit, which if completed and attached hereto is incorporated by reference, or as otherwise specified in the Master Agreement, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate California Civil Code Sections 56-56.37, collectively known as the Confidentiality of Medical Information Act (CMIA), and/or any other relevant state and federal privacy laws and regulations. CONTRACTOR must also make reasonable efforts to limit the use and disclosure of Napa County Confidential Information to the Minimum Necessary to accomplish the intended purpose of the use, disclosure, or request.

(b) Except as otherwise limited in this Agreement, CONTRACTOR may use Napa County Confidential Information for the proper management and administration of the CONTRACTOR, or to carry out the legal responsibilities of CONTRACTOR.

(c) Except as otherwise limited in this Agreement, CONTRACTOR may disclose Napa County Confidential Information for the proper management and administration of the CONTRACTOR provided that disclosures are required by law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) CONTRACTOR may use Napa County Confidential Information to report violations of law to appropriate Federal and State authorities.

(e) CONTRACTOR may not use or disclose Napa County Confidential Information in a manner that would violate CMIA (or other relevant state and federal privacy laws and

regulations) if done by Napa County, except for the specific uses and disclosures set forth herein.

3. **Appropriate Safeguards.**

(a) CONTRACTOR agrees to use appropriate safeguards to prevent the use or disclosure of Napa County Confidential Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Napa County Confidential Information that is created, received, maintained, or transmitted on behalf of Napa County and limit its use and disclosure to the minimum necessary.

(b) Safeguarding Electronic Napa County Confidential Information. CONTRACTOR must secure all Electronic Napa County Confidential Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with the National Institute of Standards Technology (NIST) Standards and Federal Information Processing Standards (FIPS) as applicable. Should CONTRACTOR fail to comply with this provision, it agrees to hold harmless, defend at its own expense and indemnify Napa County in accordance with the terms of Section 6 of the Agreement, "Indemnification".

(c) Destruction of Napa County Confidential Information on paper, film, or other hard copy media must involve either shredding or otherwise destroying it so that it cannot be read or reconstructed.

(d) Should any employee or subcontractor of CONTRACTOR have direct, authorized access to computer systems of Napa County that contain Napa County Confidential Information, CONTRACTOR shall immediately notify Napa County of any change of such personnel (e.g., employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for Napa County to disable the previously authorized access.

4. **Reporting Unauthorized Uses and Disclosures.**

(a) CONTRACTOR agrees to notify Napa County of any access, use or disclosure of Napa County Confidential Information not permitted or provided for by the Agreement of which it becomes aware. Such notification will be made immediately after discovery by telephone call at (707) 253-4523, plus e-mail at Privacy.Officer@countyofnapa.org, and will include, to the extent possible, the identification of each Individual whose Napa County Confidential Information has been, or is reasonably believed by the CONTRACTOR to have been, accessed, acquired, used or disclosed, a description of the Napa County Confidential Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by CONTRACTOR.

(b) A breach or unauthorized access, use, or disclosure shall be treated as discovered by CONTRACTOR on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the CONTRACTOR or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent, or other representative of CONTRACTOR

(c) In meeting its obligations under this section, it is understood that CONTRACTOR is not acting as the Napa County's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that CONTRACTOR is at all times acting as an independent contractor in providing services pursuant to this Agreement and the Master Agreement.

5. **Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Napa County Confidential Information**

(a) CONTRACTOR agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Napa County Confidential Information by CONTRACTOR or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure of Napa County Confidential Information, CONTRACTOR agrees to take any and all corrective action(s) necessary to prevent recurrence, to document any such action(s), and to make this documentation available to Napa County.

(c) Except as required by law, CONTRACTOR agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Napa County Confidential Information without obtaining Napa County's prior written consent. Napa County hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation, or contract terms, as well as the contents of such notice. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, CONTRACTOR shall cooperate with and coordinate with Napa County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.

6. **Indemnification.**

To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each Party shall notify the other Party immediately in writing of any claim or damage related to activities performed under this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either Party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

7. **Individuals' Rights.**

(a) CONTRACTOR agrees to provide access, at the request of Napa County, and in the time and manner designated by the Napa County, to Napa County Confidential Information to Napa County or, as directed by Napa County, to an Individual.

8. **Agents and Subcontractors of CONTRACTOR.**

(a) CONTRACTOR agrees to enter into written agreements with any agent, subcontractor or vendor, to whom it provides Napa County Confidential Information received from Napa County or created, received , maintained or transmitted by CONTRACTOR on behalf of Napa

County, that impose the same restrictions, conditions and requirements that apply through this Agreement to CONTRACTOR with respect to such information, including the requirement to immediately notify the CONTRACTOR of any instances of any breach, security incident, intrusion, or unauthorized access to or use or disclosure of Napa County Confidential Information of which it becomes aware. Upon request, CONTRACTOR shall provide copies of such agreements to Napa County.

(b) CONTRACTOR shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

9. **Audit, Inspection, and Enforcement.**

(a) CONTRACTOR agrees to make internal practices, books, and records relating to the use and disclosure of Napa County Confidential Information received from Napa County or created, received, maintained, or transmitted by CONTRACTOR on behalf of Napa County, available to any state or federal agency, for the purposes of determining compliance with applicable state and federal privacy laws and regulations.

(b) With reasonable notice, Napa County and its authorized agents or contractors may audit and/or examine CONTRACTOR's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Napa County Confidential Information to determine compliance with the terms of this Agreement. CONTRACTOR shall promptly correct any violation of this Agreement found by Napa County and shall certify in writing that the correction has been made. CONTRACTOR's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Napa County's enforcement rights under this Agreement.

10. **Permissible Requests by Napa County**. Napa County shall not request that CONTRACTOR use or disclose Protected Napa County Confidential Information in any manner that would not be permissible under the relevant state and federal privacy laws and regulations if done by Napa County.

11. **Term and Termination.**

(a) The terms of this Agreement shall remain in effect for the duration of all services provided by CONTRACTOR under the Master Agreement and for so long as CONTRACTOR remains in possession of any Napa County Confidential Information received from Napa County, or created, received, maintained or transmitted by CONTRACTOR on behalf of Napa County unless Napa County has agreed in accordance with this Section 11 that it is not feasible to return or destroy all Napa County Confidential Protected Information.

(b) Upon termination of the Master Agreement, CONTRACTOR shall recover any Napa County Confidential Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents or representatives. CONTRACTOR shall return to Napa County, or destroy with the consent of Napa County, all such Napa County Confidential Information, in any form, in its possession and shall retain no copies.

(c) If CONTRACTOR believes it is not feasible to return or destroy the Napa County Confidential Information, CONTRACTOR shall so notify Napa County in writing. The notification shall include: (1) a statement that the CONTRACTOR has determined that it is not

feasible to return or destroy the Napa County Confidential Information in its possession, and (2) the specific reasons for such determination. CONTRACTOR may retain only that Napa County Confidential Information which is necessary for CONTRACTOR to continue its proper management and administration or to carry out its legal responsibilities. If Napa County agrees in its sole discretion that CONTRACTOR cannot feasibly return or destroy the Napa County Confidential Information, CONTRACTOR shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Napa County Confidential Information for so long as CONTRACTOR maintains such Napa County Confidential Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Napa County Confidential Information infeasible.

(d) Napa County may immediately terminate the Master Agreement if it determines that CONTRACTOR has violated a material term of this Agreement.

(e) Survival. The obligations of CONTRACTOR under this Section 11 shall survive this Agreement.

12. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Napa County and CONTRACTOR to comply with the requirements of relevant state and federal privacy laws and regulations.

13. **Notices.**

(a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

(b) Any mailed notice, demand, request, consent, approval or communication that Napa County desires to give to CONTRACTOR shall be addressed to CONTRACTOR at the mailing address set forth in the Master Agreement.

(c) Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to Napa County shall be addressed to Napa County at the following address:

Napa County Health and Human Services Agency
Attn: Compliance & Privacy Officer
2751 Napa Valley Corporate Drive
Napa, CA 94558

(707) 253-4715

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

14. **Lost Revenues; Penalties/Fines.**

(a) Penalties/Fines for Failure to Comply with relevant privacy laws and regulations. CONTRACTOR shall pay any penalty or fine assessed against Napa County arising from CONTRACTOR's failure to comply with the obligations imposed by relevant state and federal

privacy laws and regulations.

(b) Penalties/Fines (other). CONTRACTOR shall pay any penalty or fine assessed against Napa County arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

NAPA COUNTY AGREEMENT NO. 260198B
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 1st of July 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **PARENTS CHILD ADVOCACY NETWORK**, a California nonprofit corporation, whose mailing address is 433 Soscol Ave, #B-160, Napa, CA 94558, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services in order for CONTRACTOR to provide assistance with outreach, enrollment, retention, and utilization of Medi-Cal for all potentially eligible children/families throughout Napa County; and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as "Sections" or "Paragraphs" interchangeably.

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto as of the date first above written.

NAPA COUNTY, a political subdivision of the State of California	**CONTRACTOR**
By _____ **AMBER MANFREE, Chair of the Board of Supervisors** ATTEST: NEHA HOSKINS, Clerk of the Board By: _____ DATE APPROVED BY THE BOARD: _____ Processed by: _____ Deputy	**MARLENA GARCIA, Executive Director** **ARACELI SOTO, Board President**

Maximum Amount of this Agreement: $52,000 Term Expires: June 30, 2026 Automatic renewal of term does not apply.	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By: *Corey S. Utsurogi* Date: 1/22/26

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 260198B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

1.1 "Department" shall mean: Health and Human Services Agency

1.2 "Director" shall mean the person elected or appointed to the chief management position of the Department.

1.3 "Contract Administrator" shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY's Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.4 The Program Manager for COUNTY shall be: Christine Wu, M.D., Public Health Officer, 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.

1.5 The Contract Contact Person for CONTRACTOR shall be: Marlena Garcia, 433 Soscol Ave #B-160, Napa, CA 94558.

1.6 CONTRACTOR is a [ ] sole proprietor [ ] partnership [X] corporation [ ] public agency [ ] other (specify) .

1.7 The source of funding for this Agreement shall be: Health and Human Services Agency (HHSA) General Fund, Tobacco Master Settlement Agreement (MSA), and Mental Health Services Act (MHSA).

1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may amended from time to time: Napa County Agreement No. 230296B.

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at **https://www.napacounty.gov/DocumentCenter/** under "Departments/Health and Human Services/Administration/Contracts and Administration Documents" (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is "SECTION 2. General Terms and Conditions – Version 12", which shall be referred to herein as the "General Terms and Conditions" and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a

conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

[X] (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).

[ ] (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).

[ ] (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).

[X] (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).

[ ] (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).

[ ] (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).

[X] (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.

[ ] (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.

[ ] (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.

[ ] (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)

[ ] (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40

applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 Term of Agreement. Section 2.1 (b) of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall commence on the date written on page 1 and shall expire as of **June 30, 2026**, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Termination for Convenience) or 2.23 (a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).

3.5 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement, provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Scope of Work
Exhibit B: Compensation
Exhibit C: "Section 2, General Terms and Conditions, Version 12"
Exhibit D(F): Department of Health Care Services "Special Terms and Conditions"
Exhibit E: Contractor's Privacy and Security Commitments

EXHIBIT A
SCOPE OF WORK
(July 1, 2025 through June 30, 2026)

MEDI-CAL ADMINISTRATIVE ACTIVITIES

Medi-Cal Administrative Activities (MAA) are activities performed that are necessary for the proper and efficient administration of the Medi-Cal State Plan. The Local Government Agency (LGA), or the designated entity responsible for administering MAA locally, is Napa County's Health and Human Services Agency (HHSA). The LGA may subcontract with community-based organizations (CBOs) to perform MAA.

In FY 13-14, HHSA launched a community-wide effort to outreach and enroll uninsured and potentially eligible residents in Medi-Cal coverage and to link them to needed health/behavioral health services. The essential component of this effort is subcontracting with qualified and interested CBOs to link Medi-Cal eligible and potentially eligible individuals with Medi-Cal covered services as well assist in the Medi-Cal application process. Currently, many CBOs are the first place low-income individuals and families go for services including: Medi-Cal and Medi-Cal covered service information, referral, and facilitation of the Medi-Cal application. Napa County recognizes the unique relationship that CBOs have with the Medi-Cal eligible population and wishes to maximize this relationship in assuring the availability and accessibility of Medi-Cal services.

Eligibility for Medi-Cal was expanded under the Affordable Care Act (ACA) and more residents are eligible for Medi-Cal. This project intends to have a positive, proactive impact in reaching the uninsured by leveraging the effectiveness that CBOs have in linking people to the appropriate services within the county. The project also intends to ensure there is a greater chance that anyone who needs health/behavioral health care successfully connects and engages in those services.

As a participant in this project, CONTRACTOR is expected to carry out the duties specified below to ensure to the greatest extent practicable that: Uninsured Napa residents who are eligible for Medi-Cal coverage receive it and access the care they need.

Type of MAA Activities to be performed:

1. **Allowable Medi-Cal Outreach**

   This activity may consist of discrete campaigns or may be an ongoing activity. This activity is directed to groups or individuals targeted to two goals:

   - Bringing potentially eligible people into the Medi-Cal system for the purpose of determining Medi-Cal eligibility; and
   - Bringing Medi-Cal eligible people into Medi-Cal services. Outreach may consist of discrete campaigns or may be an ongoing activity, such as: sending teams of employees into the community to contact homeless alcoholics or drug abusers; establishing a telephone or walk-in service for referring persons to Medi-Cal services or eligibility offices; operating a drop-in community center for underserved populations, such as minority teenagers where Medi-Cal eligibility and service information is disseminated.

The following activities describe how outreach shall be performed:

a. Outreach campaigns directed to the entire population to encourage potential Medi-Cal eligible individuals to apply for Medi-Cal. These campaigns are Medi-Cal only eligibility outreach campaigns.

b. Outreach campaigns directed toward bringing Medi-Cal eligible individuals into Medi-Cal covered services. In such campaigns, the language should clearly indicate that the message is directed to only persons eligible for Medi-Cal, and not the general public. These campaigns are service campaigns, targeted to specific Medi-Cal services, such as Early and Periodic Screening, Diagnosis and Treatment (EPSDT).

c. Informing children and their families on how to effectively access, use and maintain participation in all health resources under the Medi-Cal program.

d. Informing individuals or the general public about the benefits and services that the Medi-Cal program offers and encouraging and referring them to apply for Medi-Cal benefits.

e. Providing initial referral assistance to families and individuals to Medi-Cal services.

Note: A health education program or campaign may be allowable as a Medi-Cal administrative cost if it is targeted specifically to Medi-Cal services and for Medi-Cal eligible individuals, such as an educational campaign on immunization addressed to parents of Medi-Cal children.

2. Facilitating Medi-Cal Application (Eligibility Intake and Renewal)

Activities are those that facilitate the completion of the Medi-Cal application and renewal process and ensuring linkage with the Self Sufficiency Services (SSS) Division for eligibility determinations. They include:

a. Explain Medi-Cal eligibility rules and the Medi-Cal eligibility process to prospective applicants; assist an applicant to fill out a Medi-Cal eligibility application; gather information related to the application and eligibility determination from a client, including resource information and third party liability information, as a prelude to submitting a formal Medi-Cal application to the SSS Division of HHSA; and/or provide necessary forms and packaging all forms in preparation for the Medi-Cal eligibility determination.

b. Assist the beneficiary in completing necessary application for redetermination, gather information related to the application and assist in submitting the application to the SSS and Comprehensive Services for Older Adults (CSOA) Divisions of HHSA.

c. These activities do not include the eligibility determination or redetermination itself.

3. Performance Targets

CONTRACTOR will participate in at least twenty-five (25) outreach events.

CONTRACTOR will outreach to at least one thousand ninety-five (1195) individuals, providing information about Medi-Cal coverage and Medi-Cal covered services.

CONTRACTOR will refer and successfully link at least four hundred fifty (450) individuals to Medi-Cal coverage and/or Medi-Cal covered services.

CONTRACTOR will facilitate at least thirty (30) applications through to the point of submission for eligibility determinations and re-determinations to SSSD and/or CSOA of HHSA.

4. Quarterly Reporting

CONTRACTOR shall provide quarterly reports as indicated in the scheduled included in Exhibit B, "COMPENSATION." Reports will include documentation to support the number and type of outreach events (e.g. flyers, brochures, dates and announcements of events) and the number of individuals and/or families reached through ongoing outreach efforts. The reports will also include documentation to support the number of individuals and/or families assisted with application or re-determination for Medi-Cal (e.g. client count of applications) and the number of Medi-Cal beneficiaries linked to Medi-Cal services (e.g. client count). Finally, the reports will include certification that costs incurred were directly related to the provision of MAA allowable activities.

5. Compliance with MAA Requirements

CONTRACTOR shall comply with MAA requirements such as completing mandated covered contractor provisions and providing documentation that the organization is meeting requirements of the MAA claiming plan for which they are included such as submitting to HHSA the job descriptions for the staff performing MAA activities.

CONTRACTOR understands that the MAA activities and expenditures performed by CONTRACTOR are subject to the requirements set forth in the Department of Health Care Services (DHCS) County-Based MAA Program Operational Plan (approved July 1, 2017), which is incorporated herein by reference and can be found at the following link: https://www.dhcs.ca.gov/provgovpart/Documents/ACLSS/CMAA/CMAA-TCM_Imp_Plan/CMAA-TCM-Operational_Plan-2018.pdf

CONTRACTOR shall comply with the requirements of the DHCS MAA Operational Plan.

CONTRACTOR understands that the information presented to COUNTY by CONTRACTOR under this Agreement shall be used for filing a claim with the Federal Government for federal funds, and that any knowing misrepresentation constitutes a violation of the Federal False Claims Act (FCA).

EXHIBIT B
COMPENSATION
(July 1, 2025 through June 30, 2026)

MEDI-CAL ADMINISTRATIVE ACTIVITIES

COUNTY shall reimburse CONTRACTOR for Medi-Cal Administrative Activities (MAA) described in Exhibit A "SCOPE OF WORK" as follows:

1. **Amount**

CONTRACTOR shall be reimbursed up to a maximum of $52,000 for the term of the Agreement. Funding to the CONTRACTOR shall be contingent upon availability of funds for source of certified public expenditure.

With the written approval of the Director of COUNTY's Health and Human Services Agency or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. The dollar amount of any individual budget item may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged, such changes in the budget shall not add a new type of service to the program description, and the administrative cost line item shall remain unchanged. Such changes shall not be effective unless and until notice of consent by Health and Human Services Agency has been given to CONTRACTOR in writing.

- CONTRACTOR shall be reimbursed a maximum of $27,786 for Medi-Cal Outreach as described in Exhibit A.
- CONTRACTOR shall be reimbursed a maximum of $24,214 for Facilitating the Medi-Cal Application as described in Exhibit A.

CONTRACTOR shall be able to verify that expenditures related to its provision of MAA activities represent accurately identifiable and eligible costs, and that CONTRACTOR has excluded any non-claimable non-salary costs in compliance with the Department of Health Care Services (DHCS) County-Based MAA Program Operational Plan (approved July 1, 2017), which is incorporated herein by reference and can be found at the following link: https://www.dhcs.ca.gov/provgovpart/Documents/ACLSS/CMAA/CMAA-TCM_Imp_Plan/CMAA-TCM-Operational_Plan-2018.pdf

2. Certified Public Expenditure

This Renewal Agreement is funded by COUNTY's Health and Human Services Agency (HHSA) General funds, Tobacco Master Settlement Agreement (MSA) funds that CONTRACTOR was awarded under Napa County Grant Agreement No. 250086B and Mental Health Services Act (MHSA) funds that CONTRACTOR was awarded under Napa County Grant Agreement No. 250121B. CONTRACTOR may not use the funds received under the aforementioned agreements to claim reimbursement for any other Federal program.

ACTIVITY	Contract #250086B	Contract #250121B	This Agreement (#260198B)
Medi-Cal Outreach	$28,343	$23,584	$27,786
Medi-Cal Application Facilitation	$35,168	$0	$24,214
TOTAL			**$52,000**

3. Method of Payment

CONTRACTOR must submit an invoice or claim form to the County Fiscal Analyst, not to exceed the contract maximum. Actual annual reimbursement shall be based on CONTRACTOR's actual cost, not to exceed the annual maximum operating budget amount in each Fiscal Year (FY). The quarterly reports and invoices due, as noted below, shall identify the activities conducted and expenditures made during the previous quarter ending on the last date of the calendar month prior to the report due date. Payment will be made following receipt of the report and invoice. COUNTY shall not release payments until CONTRACTOR has submitted reports for the previous quarter.

CONTRACT PERIOD	REPORT/INVOICE DUE DATE
July 1, 2025 – September 30, 2025	Upon contract execution
October 1, 2025 – December 31, 2025	January 31, 2026
January 1, 2026 – March 31, 2026	April 30, 2026
April 1, 2026 – June 30, 2026	July 15, 2026

CONTRACTOR shall, on each quarterly invoice, certify that the expenditures incurred represent accurate identifiable and eligible costs, and that CONTRACTOR's expenditures were made on eligible MAA claimable activities, as set forth in Exhibit A of this Agreement. CONTRACTOR's expenditures incurred for each of the two MAA activities shall be separately identified. CONTRACTOR shall provide certification in a manner, and on an invoice, provided by COUNTY.

4. Contract Monitoring

COUNTY will meet with CONTRACTOR during the initial months/quarters of this agreement to review documentation that supports MAA invoicing and to provide technical assistance as needed. CONTRACTOR shall meet at least once a year with COUNTY thereafter to coordinate and review fulfillments of contract terms and address any potential

impediments to the fulfillment of the terms of this agreement. Such review shall extend to an examination of type and quantity of services provided, interagency coordination, and any other issues pertinent to this agreement.

- CONTRACTOR is responsible for maintaining all documentation required for monitoring.
- CONTRACTOR shall request technical assistance from the COUNTY regarding elements of the contract with which they need assistance. COUNTY shall consider any such request and shall provide technical assistance to the CONTRACTOR if the COUNTY has the capacity and capability to do so. CONTRACTOR maintains responsibility for ensuring that its services and activities are in compliance with applicable regulations.
- COUNTY normally shall provide thirty (30) day notice of the site visit to the CONTRACTOR and shall specify the documentation that will need to be available at the time of the visit.
- Under normal circumstances, the visit may require the review of the following documents: records that delineate the MAA activities from other activities, support full expenditure of funding and that expenditures were directly related to MAA activities, demonstrate covered contractor screening provisions have been met, and any other documentation the COUNTY may request to be reviewed to ensure CONTRACTOR meeting state and federal requirements delegated through the contract.
- COUNTY shall provide CONTRACTOR with the opportunity to respond to the COUNTY'S written report of the site visit prior to the report becoming final.
- If the final report identifies material variations between the CONTRACTOR'S activities and the requirements of the contract, the COUNTY may require the CONTRACTOR to prepare a written plan of action to address those variations.

5. Program Name and Number for Federal Claiming

Title 31- Money and Finance, Subtitle V – General Assistance Administration, Chapter 75 - Requirements for Single Audits, Section 7502 requires each pass-through entity provide the sub recipient program names and any identifying numbers from which such assistance is derived. The Assistance Listing Number (ALN), formerly known as the Catalog of Federal Domestic Assistance (CFDA), for this federal program is 93.778, Medical Assistance Program.

6. Disallowed Costs

COUNTY shall withhold any payments for services for which documentation of activities and expenditures is not sufficient to claim the Federal Financial share of MAA.

CONTRACTOR shall reimburse COUNTY for all overpayments identified by CONTRACTOR, COUNTY and/or State or Federal oversight agencies as an audit exception.

CONTRACTOR shall make any repayment based on audit exception(s) upon discovery of said exception(s). If reimbursement is required, CONTRACTOR shall reimburse COUNTY within sixty (60) days of identification.

ANNUAL CONTRACT MAXIMUM SHALL NOT EXCEED $52,000.00.

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 **Term of the Agreement.**

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements, 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 **Compensation.**

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17 (Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY

for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

2.5 **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the

compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 **Specific Performance.** It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

2.7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager,

which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 **Termination for Cause.**

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 **Other Termination.**

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty
(30)
days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code

when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

2.12 **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

2.13 **Notices.**

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

2.15 **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov.**

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

(e) HHSA Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement , CONTRACTOR warrants that they have reviewed "HHSA Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHSA Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.napacounty.gov.

2.16 **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 **Amendment/Modification.**

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed $10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its**

independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying

and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is $30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 **Taxes.** CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

2.21 **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall

maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the general public.

2.25 **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

2.26 **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

2.27 **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

2.28 **Entirety of Contract.** This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

2.29. **Other Terms and Conditions [Reserved.]**

2.30 **Acknowledgment of Funds; Compliance with Government Code Section 7550.**

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."

(b) **Compliance With Government Code Section 7550**. In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than $5,000, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report as required by Government Code section 7550. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

2.31 **Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in "Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at:
(www.napacounty.gov).

b. CONTRACTOR shall attend and/or provide Compliance Trainings as required by Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contractors Involving Federal Health Care Programs". Said penalties and fines that may be assessed are as follows: civil monetary penalties of $11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", "Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.napacounty.gov.

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 **Compliance with State Medi-Cal Specialty Mental Health Services Requirements.** If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov.**

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 **Compliance with Mental Health Activities Requirements.** If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any

payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 **Compliance with Federal Health Insurance Portability and Accountability Act of 1996.** If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 **Compliance With COUNTY's Obligations Under Contracts With Other Entities.** If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality

or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: **www.napacounty.gov.**

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 **Napa Health Matters Listing.** If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 **Licensure Status**.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing. For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 **Code of Ethics**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at **www.napacounty.gov** or may be obtained from HHSA upon written request.

2.39 **Electronic Billing System**. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 **Audit Report Requirements.** If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: **www.napacounty.gov.**

EXHIBIT D(F)
DEPARTMENT OF HEALTH CARE SERVICES "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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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.

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, 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 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 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.

(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 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.

(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.

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. View this publication at the following Internet address: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting

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.

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.

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. (GC 8546.7, CCR Title 2, Section 1896.77)

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

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.

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 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**

(3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90)*** 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.

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 180, 2 CFR 376

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.

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. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

29. 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.)

30. 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:

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.

31. 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 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).

(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.

32. 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.

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.

33. 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."

34. 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.

35. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of Title 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 Title 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 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.

Attachment 1
State of California
Department of Health Care Services

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.

Napa County Name of Contractor	Amber Manfree Printed Name of Person Signing for Contractor
 Contract / Grant Number	 Signature of Person Signing for Contractor
 Date	Chair of the Board of Supervisors Title

After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services
Local Governmental Financing Division
County-Based Medi-Cal Administrative Activities Unit
1501 Capitol Avenue
P.O. Box 997436, MS 2628
Sacramento, CA 95899-7436

DHCS reserves the right to notifiy the contractor in writing of an alternate submission address.

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 Amber Manfree Title Chair of the Board of Supervisors Telephone No _____ Date _____

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev 7-97)

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 it is, 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

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

EXHIBIT E
CONTRACTOR'S PRIVACY AND SECURITY COMMITMENTS
(July 1, 2025 through June 30, 2026)

This Exhibit shall constitute the "Agreement" between **PARENTS CHILD ADVOCACY NETWORK,** ("CONTRACTOR") and Napa County, and applies to the functions Contractor will perform on behalf of Napa County (collectively, "Services"), that are identified in the Master Agreement.

1. **Purpose.** This Agreement is intended to ensure that CONTRACTOR will establish and implement appropriate privacy and security safeguards with respect to Napa County Confidential Information. Napa County Confidential Information includes:

- Personally Identifiable Information: such as name, date of birth, address, phone number, Social Security Number, California Identification Number, Driver's License Number, email address, ip address, and any other data that could reasonably identify an individual; pertaining to clients or employees of Napa County; and
- Medical Information: any individually identifiable information, in electronic or physical form, pertaining to the past, present, or future medical condition of clients or employees of Napa County

2. **Permitted Uses and Disclosures.**

(a) Except as otherwise limited in this Agreement, CONTRACTOR may use or disclose Napa County Confidential Information to perform functions, activities, or services for, or on behalf of Napa County for the purposes specified in Attachment A to this Exhibit, which if completed and attached hereto is incorporated by reference, or as otherwise specified in the Master Agreement, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate California Civil Code Sections 56-56.37, collectively known as the Confidentiality of Medical Information Act (CMIA), and/or any other relevant state and federal privacy laws and regulations. CONTRACTOR must also make reasonable efforts to limit the use and disclosure of Napa County Confidential Information to the Minimum Necessary to accomplish the intended purpose of the use, disclosure, or request.

(b) Except as otherwise limited in this Agreement, CONTRACTOR may use Napa County Confidential Information for the proper management and administration of the CONTRACTOR, or to carry out the legal responsibilities of CONTRACTOR.

(c) Except as otherwise limited in this Agreement, CONTRACTOR may disclose Napa County Confidential Information for the proper management and administration of the CONTRACTOR provided that disclosures are required by law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) CONTRACTOR may use Napa County Confidential Information to report violations of law to appropriate Federal and State authorities.

(e) CONTRACTOR may not use or disclose Napa County Confidential Information in a

manner that would violate CMIA (or other relevant state and federal privacy laws and regulations) if done by Napa County, except for the specific uses and disclosures set forth herein.

3. **Appropriate Safeguards.**

(a) CONTRACTOR agrees to use appropriate safeguards to prevent the use or disclosure of Napa County Confidential Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Napa County Confidential Information that is created, received, maintained, or transmitted on behalf of Napa County and limit its use and disclosure to the minimum necessary.

(b) Safeguarding Electronic Napa County Confidential Information. CONTRACTOR must secure all Electronic Napa County Confidential Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with the National Institute of Standards Technology (NIST) Standards and Federal Information Processing Standards (FIPS) as applicable. Should CONTRACTOR fail to comply with this provision, it agrees to hold harmless, defend at its own expense and indemnify Napa County in accordance with the terms of Section 6 of the Agreement, "Indemnification".

(c) Destruction of Napa County Confidential Information on paper, film, or other hard copy media must involve either shredding or otherwise destroying it so that it cannot be read or reconstructed.

(d) Should any employee or subcontractor of CONTRACTOR have direct, authorized access to computer systems of Napa County that contain Napa County Confidential Information, CONTRACTOR shall immediately notify Napa County of any change of such personnel (e.g., employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for Napa County to disable the previously authorized access.

4. **Reporting Unauthorized Uses and Disclosures.**

(a) CONTRACTOR agrees to notify Napa County of any access, use or disclosure of Napa County Confidential Information not permitted or provided for by the Agreement of which it becomes aware. Such notification will be made immediately after discovery by telephone call at (707) 253-4523, plus e-mail at Privacy.Officer@countyofnapa.org, and will include, to the extent possible, the identification of each Individual whose Napa County Confidential Information has been, or is reasonably believed by the CONTRACTOR to have been, accessed, acquired, used or disclosed, a description of the Napa County Confidential Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by CONTRACTOR.

(b) A breach or unauthorized access, use, or disclosure shall be treated as discovered by CONTRACTOR on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the CONTRACTOR or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent, or other representative of CONTRACTOR

(c) In meeting its obligations under this section, it is understood that CONTRACTOR is not acting as the Napa County's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that CONTRACTOR is at all times acting as an independent contractor in providing services pursuant to this Agreement and the Master Agreement.

5. **Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Napa County Confidential Information**

(a) CONTRACTOR agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Napa County Confidential Information by CONTRACTOR or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure of Napa County Confidential Information, CONTRACTOR agrees to take any and all corrective action(s) necessary to prevent recurrence, to document any such action(s), and to make this documentation available to Napa County.

(c) Except as required by law, CONTRACTOR agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Napa County Confidential Information without obtaining Napa County's prior written consent. Napa County hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation, or contract terms, as well as the contents of such notice. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, CONTRACTOR shall cooperate with and coordinate with Napa County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.

6. **Indemnification.**

To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each Party shall notify the other Party immediately in writing of any claim or damage related to activities performed under this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either Party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

7. **Individuals' Rights.**

(a) CONTRACTOR agrees to provide access, at the request of Napa County, and in the time and manner designated by the Napa County, to Napa County Confidential Information to Napa County or, as directed by Napa County, to an Individual.

8. **Agents and Subcontractors of CONTRACTOR.**

(a) CONTRACTOR agrees to enter into written agreements with any agent, subcontractor or vendor, to whom it provides Napa County Confidential Information received from Napa

County or created, received , maintained or transmitted by CONTRACTOR on behalf of Napa County, that impose the same restrictions, conditions and requirements that apply through this Agreement to CONTRACTOR with respect to such information, including the requirement to immediately notify the CONTRACTOR of any instances of any breach, security incident, intrusion, or unauthorized access to or use or disclosure of Napa County Confidential Information of which it becomes aware. Upon request, CONTRACTOR shall provide copies of such agreements to Napa County.

(b) CONTRACTOR shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

9. **Audit, Inspection, and Enforcement.**

(a) CONTRACTOR agrees to make internal practices, books, and records relating to the use and disclosure of Napa County Confidential Information received from Napa County or created, received, maintained, or transmitted by CONTRACTOR on behalf of Napa County, available to any state or federal agency, for the purposes of determining compliance with applicable state and federal privacy laws and regulations.

(b) With reasonable notice, Napa County and its authorized agents or contractors may audit and/or examine CONTRACTOR's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Napa County Confidential Information to determine compliance with the terms of this Agreement. CONTRACTOR shall promptly correct any violation of this Agreement found by Napa County and shall certify in writing that the correction has been made. CONTRACTOR's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Napa County's enforcement rights under this Agreement.

10. **Permissible Requests by Napa County**. Napa County shall not request that CONTRACTOR use or disclose Protected Napa County Confidential Information in any manner that would not be permissible under the relevant state and federal privacy laws and regulations if done by Napa County.

11. **Term and Termination.**

(a) The terms of this Agreement shall remain in effect for the duration of all services provided by CONTRACTOR under the Master Agreement and for so long as CONTRACTOR remains in possession of any Napa County Confidential Information received from Napa County, or created, received, maintained or transmitted by CONTRACTOR on behalf of Napa County unless Napa County has agreed in accordance with this Section 11 that it is not feasible to return or destroy all Napa County Confidential Protected Information.

(b) Upon termination of the Master Agreement, CONTRACTOR shall recover any Napa County Confidential Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents, or representatives. CONTRACTOR shall return to Napa County, or destroy with the consent of Napa County, all such Napa County Confidential Information, in any form, in its possession and shall retain no copies.

(c) If CONTRACTOR believes it is not feasible to return or destroy the Napa County Confidential Information, CONTRACTOR shall so notify Napa County in writing. The

notification shall include: (1) a statement that the CONTRACTOR has determined that it is not feasible to return or destroy the Napa County Confidential Information in its possession, and (2) the specific reasons for such determination. CONTRACTOR may retain only that Napa County Confidential Information which is necessary for CONTRACTOR to continue its proper management and administration or to carry out its legal responsibilities. If Napa County agrees in its sole discretion that CONTRACTOR cannot feasibly return or destroy the Napa County Confidential Information, CONTRACTOR shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Napa County Confidential Information for so long as CONTRACTOR maintains such Napa County Confidential Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Napa County Confidential Information infeasible.

(d) Napa County may immediately terminate the Master Agreement if it determines that CONTRACTOR has violated a material term of this Agreement.

(e) Survival. The obligations of CONTRACTOR under this Section 11 shall survive this Agreement.

12. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Napa County and CONTRACTOR to comply with the requirements of relevant state and federal privacy laws and regulations.

13. **Notices.**

(a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

(b) Any mailed notice, demand, request, consent, approval, or communication that Napa County desires to give to CONTRACTOR shall be addressed to CONTRACTOR at the mailing address set forth in the Master Agreement.

(c) Any mailed notice, demand, request, consent, approval, or communication that CONTRACTOR desires to give to Napa County shall be addressed to Napa County at the following address:

Napa County Health and Human Services Agency
Attn: Compliance and Privacy Officer
2751 Napa Valley Corporate Drive
Napa, CA 94558

(707) 253-4715

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

14. **Lost Revenues; Penalties/Fines.**

(a) Penalties/Fines for Failure to Comply with relevant privacy laws and regulations. CONTRACTOR shall pay any penalty or fine assessed against Napa County arising from

CONTRACTOR's failure to comply with the obligations imposed by relevant state and federal privacy laws and regulations.

(b) Penalties/Fines (other). CONTRACTOR shall pay any penalty or fine assessed against Napa County arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines, which may be assessed under a Federal or State False Claims Act provision.

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-37

TO: Board of Supervisors

FROM: Jennifer Yasumoto, Director of Health and Human Services Agency

REPORT BY: Jennifer Ivancie, Staff Services Analyst I

SUBJECT: Amendment No. 1 to Agreement No. 250004B with Expressions of Hope

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 250004B with Expressions of Hope upon approval through June 30, 2026, and each subsequent renewal, to increase the contract maximum by $100,000 for a new contract maximum of $285,953 per fiscal year to administer the County's Kinship Support Services Program. (Fiscal Impact: $285,953; Health and Human Services Agency Fund, Child Welfare Services; Budgeted; Discretionary)

BACKGROUND

Under the Kinship Support Services Program (KSSP), the State provides funds for the start-up and expansion of county Family Support programs, which provide community-based family support services to relative and non-relative extended family member (NREFM) caregivers for children/youths who would otherwise enter foster homes or are at risk of dependency or delinquency services and to caregivers who have become the legal guardians or adoptive parents of formerly dependent children.

Expressions of Hope (EOH) has been serving the population of foster, adopted, and Kinship families since 2005 by providing essential resources, building community and offering connection, so that each child feels valued, loved and supported by someone who understands what they are going through. Additionally, EOH has become a well-known resource throughout the community where Community Based Organizations (CBO's), schools, county agencies, and community members reach out to get emergency and concrete needs met for families.

These services increase stability and safety; reduce recidivism into the child welfare system (CWS); increase the likelihood that family members and non-relative extended family members will assume and maintain responsibility and care for abused and neglected children/teens; reduce court hearings; reduce utilization of

more restrictive placements; reduce out-of-county placements; and increase the likelihood that children/youths will remain in their own neighborhoods and schools.

This amendment incorporates additional SB163 Wraparound funds to increase the current contact maximum.

Requested action:

1. Approve and authorize Amendment No. 1 to Agreement No. 250004B with Expressions of Hope upon approval through June 30, 2026, and each subsequent renewal, to increase the contract maximum by $100,000 for a new contract maximum of $285,953 per fiscal year to administer the County's Kinship Support Services Program.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Child Welfare Services Division
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	While there is no mandate to contract with this vendor, the services provided further CWS goals to clients in the community.
Is the general fund affected?	No
Future fiscal impact:	This Agreement contains a provision for automatic annual renewal. Appropriations have been included in the approved Fiscal Year 2025-2026 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	Additional KSSP services will not be available to reach into the community to facilitate the uniting of children and youth with relative caregivers.
Additional Information:	Strategic Initiative: Compassion & Access

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

NAPA COUNTY AGREEMENT NO. 250004B
AMENDMENT NO. 1

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 250004B is effective as of the 1st of July 2025, by and between NAPA COUNTY, hereinafter referred to as "COUNTY," and **EXPRESSIONS OF HOPE**, a California nonprofit corporation, whose mailing address is 1370 Trancas Street #791, Napa, CA 94558, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on or about July 1, 2024, COUNTY and CONTRACTOR entered into Napa County Agreement No. 250004B (hereinafter referred to as the "Agreement") for CONTRACTOR to administer and coordinate COUNTY's Kinship Support Services Program (KSSP); and

WHEREAS, as of the effective date of this Amendment No. 1, the Parties wish to amend the Agreement to increase the contract maximum and replace Exhibit "B" with Exhibit "B-1" (Budget) to reflect the increase to the contract maximum CONTRACTOR will be paid.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. The maximum amount of payment on page 1 of the Agreement shall be **Two Hundred Eighty-Five Thousand Nine Hundred and Fifty-Three Dollars ($285,953.00)** per fiscal year, reflecting an increase of **One Hundred Thousand Dollars ($100,000.00)**, provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.

2. Exhibit "B" is hereby replaced in its entirety with Exhibit "B-1", attached hereto and incorporated by this reference as set forth herein; all references in the Agreement to Exhibit "B" shall refer to Exhibit "B-1" from the effective date of this Amendment No. 1.

3. Except as provided in this Amendment No. 1 to the Agreement, the terms and conditions of the Agreement shall remain in full force and in effect as originally approved and last amended.

IN WHITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to Napa County Agreement No. 250004B as of the date first written above.

EXPRESSIONS OF HOPE

By: _____
PEGGY SMITH,
Executive Director

By: _____
DIANA ROSALES,
Operations Manager

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By: _____
AMBER MANFREE,
Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *Douglas Parker (via e-sign)* Date: December 17, 2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

EXHIBIT B
BUDGET
July 1, 2025 through June 30, 2026
(and each subsequent automatic renewal)

POSITION	FTE	BUDGET
Executive Director	0.10	$9,256.00
Operations Care Manager	0.37	$32,760.00
Behavioral Health Therapist	0.13	$7,591.00
Parent Partner	0.62	$31,200.00
Community Care Provider/Admin	0.25	$14,040.00
Community Care Provider	0.67	$33,600.00
SUBTOTAL OF PERSONNEL EXPENSES	**2.14**	**$128,447.00**

OPERATING and EQUIPMENT EXPENSES		
Office Lease and Utilities		$49,010.00
Postage, Office Supplies		$1,000.00
Travel and Mileage		$1,000.00
Professional and Consultant Services		$2,500.00
Language Line (Translation Services)		$1,000.00
SUBTOTAL OF OPERATING & EQUIPMENT EXPENSES		**$54,510.00**

DIRECT SERVICES AND RESOURCES TO FAMILIES		
Family and Youth Enrichment Activities		$22,000.00
Family and Youth Emergency Funds		$20,000.00
Outreach Materials (banner, printed flyers, brochures, youth appropriate enrichment items)		$3,000.00
Networking Group Activities/Events		$9,000.00
Respite		$9,000.00
Childcare for Caregivers – Training, Support Groups, Events		$1,000.00
Support Groups (Adoptive, Kin Caregivers, Youth Group)		$3,000.00
Psycho-educational Groups and Workshops (Parent & Teens)		$5,000.00
Fatherhood Support Group - Supplies, Participation Incentives, Training Materials and Event Support		$5,000.00
SUBTOTAL OF DIRECT SERVICES AND RESOURCES TO FAMILIES		**$77,000.00**

TOTAL PROGRAM EXPENSES		**$259,957.00**
INDIRECT EXPENSES 10%		**$25,996.00**
TOTAL BUDGET		**$285,953.00**

EXPENSE REIMBURSEMENT:

Mileage reimbursement for travel to trainings, conferences, and other program activities such as delivering supplies as outlined in Exhibit A (Scope of Work) to this Agreement.

LIMITATIONS AFFECTING PAYMENT:

- CONTRACTOR shall provide such documentation as required by COUNTY at any time in order for COUNTY to conduct Quality Assurance (QA). COUNTY may elect to withhold payment on any claims submitted for payment for failure by CONTRACTOR to provide such documentation required by COUNTY.
- CONTRACTOR shall maintain a log of all supportive services such as bus passes and gift cards and may not be claimed on invoices until disbursed to clients.
- CONTRACTOR shall provide such documentation as required by COUNTY at any time in order to substantiate its claims for payment. COUNTY may elect to withhold payment for failure by CONTRACTOR to provide such documentation required by COUNTY.
- CONTRACTOR'S services and claims are subject to any audits conducted by Department, the State of California (CA), federal government, or other auditors. Any resulting audit exemption shall be repaid to COUNTY.
- CONTRACTOR shall make COUNTY whole for disallowances for payment or lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR'S performance under this Agreement including, but not limited to, billing errors by CONTRACTOR.
- To the extent CONTRACTOR shall make whole COUNTY under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.
- CONTRACTOR shall submit claims for payment **within forty-five (45) days** of providing the service(s) identified in the claim. CONTRACTOR understands and accepts that COUNTY will not pay such claims if presented more than forty-five (45) days after the provision of such services(s).
- Non-compliance with this Agreement may lead at any time to a termination of the Agreement based on breach of contract.
- With the written approval of the Director of COUNTY's Health and Human Services Agency or designee, CONTRACTOR may modify the maximum amount of individual budget items in its final approved budget. The dollar amount of any individual budget item may be reduced without limitation, provided the total dollar amount for all budget items shall remain unchanged, such changes in the budget shall not add a new type of service to the program description, and the administrative cost line item shall remain unchanged. Such changes shall not be effective unless and until notice of consent by Health and Human Services Agency has been given to CONTRACTOR in writing.

TOTAL ANNUAL CONTRACT MAXIMUM SHALL NOT EXCEED $285,953.00.

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-183

TO: Board of Supervisors

FROM: Jennifer Yasumoto, Director of Health and Human Services Agency

REPORT BY: Gaby Angeles, Staff Services Analyst II

SUBJECT: Agreement No. 260277B with California Department of Health Care Services (DHCS)

RECOMMENDATION

Approve and authorize Agreement No. 260277B with Department of Health Care Services for the term July 1, 2025 through December 31, 2031 for the provision of a zero-dollar Memorandum of Understanding agreement outlining the conditions for the use of property and vehicles. (No Fiscal Impact)

BACKGROUND

This Agreement establishes additional obligations that Health and Human Services Agency (HHSA) owes to Department of Health Care Services (DHCS) as a condition of receiving State General Funds (SGF), maintaining the vehicles purchased under its contract with Advocates for Human Potential (AHP), and complying with the statutory requirements governing Behavioral Health Continuum Infrastructure Program (BHCIP) and SGF funding. The vehicles covered under this Agreement were purchased using SGF. As part of the DHCS grant award to HHSA, HHSA entered into Prime Contract AHP-21-10349 with AHP, acting as DHCS's agent for administering Round 1 BHCIP grants, for the purchase of Crisis Care Mobile Units (CCMU) vehicles.

Requested Actions:

1. Approve and authorize Agreement No. 260277B with Department of Health Care Services for the term July 1, 2025 through December 31, 2031 for the provision of a zero-dollar Memorandum of Understanding agreement.

FISCAL IMPACT

Is there a Fiscal Impact? No
Additional Information: Strategic Initiative: Compassion & Access

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-50290	

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

Napa County

2. The term of this Agreement is:

START DATE

July 1, 2025

THROUGH END DATE

June 30, 2031

3. The maximum amount of this Agreement is:

$0.00 (Zero Dollars)

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

Exhibits		Title	Pages
	Exhibit A	Scope of Work	10
	Exhibit B	Budget Detail and Payment Provisions	1
	Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
+ -	Exhibit D	Special Terms and Conditions	40
+ -	Exhibit E	Additional Provisions	3
+ -	Exhibit F	Contractor's Release	2
+ -	Exhibit G	Business Associate Addendum	6

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.)

Napa County

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
2751 Napa Valley Corporate Dr. Building A	Napa	CA	94558

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

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

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-50290	

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) Exempt per: W&I 5960.25		

Approved as to form:
Napa County Counsel
Dated: 1/9/2026

By: */S/ JoAnn Iwasaki Parker*
Jo Ann Iwasaki Parker, Deputy

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-87

TO: Board of Supervisors

FROM: Christine Briceño, Chief Human Resources Officer

REPORT BY: Joy Cadiz, Staff Services Manager

SUBJECT: Resolution Amending the Departmental Allocation List for the Treasurer-Tax Collector's Office

RECOMMENDATION

Adopt a Resolution amending the Departmental Allocation List for the Treasurer-Tax Collector's Office. (Fiscal Impact: $49,518 Expense; General Fund; Not Budgeted; Discretionary)

BACKGROUND

The Chief Human Resources Officer and the Chief Executive Officer have limited authority to authorize positions under two specific instances: 1) up to a six-month limited term position due to an employee retiring, and 2) up to a one-year limited term position due to an employee being out on medical leave. Positions needed beyond this limited scope require Board approval.

Treasurer-Tax Collector's Office

The Treasurer-Tax Collector and Human Resources agree that more than a six-month term is needed for the retiring Supervising Accounting Specialist to provide training for a full property tax cycle to their successor. Without going through a full cycle, critical tasks and processes which are necessary for collecting property tax funds for the County, cities, schools, and special districts will be missed. Board approval is necessary to authorize an 11-month limited term position effective February 10, 2026, through December 31, 2026. The addition of this limited term position results in an increase in salary and benefits that will be funded this fiscal year through salary savings accumulated due to vacancies and will be appropriated next fiscal year through the December 2026 authorization date.

Requested Actions:

1. Amend the Department Allocation List for the Treasurer-Tax Collector's Office by adding a 1.0 FTE Limited Term Supervising Accounting Specialist effective February 10, 2026 and expiring December 31, 2026.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Due to the yearly cycles that the Treasurer Tax Collector's Office work with, the Supervising Accounting Specialist position requires more than 6 months of training to ensure training on the full scope of duties.
Is the general fund affected?	No
Future fiscal impact:	The increase in salary and benefits for future fiscal years will be budgeted accordingly based on term expiration date.
Consequences if not approved:	Not approving the Treasurer-Tax Collector's request would result in delay and inadequate training for the successor of a key position affecting tax collection.
Additional Information	County Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

RESOLUTION NO. 2026-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING THE DEPARTMENTAL ALLOCATION LIST FOR THE TREASURER TAX COLLECTOR'S OFFICE, EFFECTIVE FEBRUARY 10, 2026

WHEREAS, Government Code section 25300 provides that the Board of Supervisors shall provide for the number, compensation, tenure, appointment and conditions of employment of county employees and that such action may be taken by ordinance or resolution; and

WHEREAS, Napa County Code section 2.100.280 provides that the Board of Supervisors establishes the number of positions and classifications in the Departmental Allocation List by resolution; and

WHEREAS, the Chief Human Resources Officer recommends that the proposed changes to the Departmental Allocation List for Treasurer Tax Collector's Office be implemented as set forth in Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED, that effective February 10, 2026, the Napa County Board of Supervisors hereby approves the changes to the Departmental Allocation List for the Treasurer Tax Collector's Office as set forth in Exhibit "A."

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 10th day of February, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By*: Susan B. Altman*, Deputy Date: January 7, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT A

Chief Human Resources Officer requests approval of the following actions:

Department	Budget Unit	Position Control #	Class Title	Effective Date	Change
Treasurer-Tax Collector	11200-00	NEW	Supv Accounting Specialist (LT)	2/10/26 – 12/31/26	+1.0

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-250

TO: Board of Supervisors

FROM: Christine Briceño, Chief Human Resources Officer

REPORT BY: Joy Cadiz, Staff Services Manager

SUBJECT: Adopt a Resolution amending the Table and Index of Classes and the Departmental Allocation List for the Treasurer-Tax Collector's Office and Human Resources, a Division of the County Executive Office, and appropriate personnel policies, and approval of a Budget Amendment for Fiscal Year 2025-2026.

RECOMMENDATION

Adopt a Resolution amending the Table and Index of Classes and the Departmental Allocation List for the Treasurer-Tax Collector's Office and Human Resources, a Division of the County Executive Office, and appropriate personnel policies effective February 14, 2026, and approve a Budget Amendment for Fiscal Year 2025-2026. (Fiscal Impact: net zero; General Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

The Treasurer-Tax Collector's Office is currently restructuring its 2.0 FTE Accounting Specialist positions due to a gradual shift in centralized collection services. Specifically, medical and dental billing was transferred to Human Resources and the American Canyon Fire Protection District now utilizes a third party for mobile home assessments. Furthermore, effective July 1, 2026, Napa County Airport will assume its own billing and collections.

To recognize these changes while avoiding potential layoffs, the Treasurer-Tax Collector's Office will reallocate 1.0 FTE to the Property Tax Division for unsecured property tax collection. Human Resources will absorb the remaining 1.0 FTE in a newly created Human Resources Assistant I - Confidential classification. This new role is designed to encompass medical and dental billing, leave of absence management billing and reconciliation, alongside broader fiscal and paraprofessional HR duties, providing a more appropriate fit than the specialized Accounting Specialist series.

For consistency of the naming convention within a classification series, the current Human Resources Assistant classification title will change to Human Resources Assistant II once the Human Resources Assistant I

classification is created.

Requested Actions:

1. Amend the Table and Index of classes by deleting Benefits Technician and Human Resources Assistant and adding Human Resources Assistant I and Human Resources Assistant II, effective February 14, 2026.

2. Amend the Department Allocation List for the Treasurer Tax Collector's Office by deleting 1.0 FTE Accounting Specialist and adding 1.0 FTE Human Resources Assistant I to Human Resources, a Division of the County Executive Office, effective February 14, 2026.

3. Approve a Budget Amendment reallocating appropriations between two General Fund Divisions; increasing salary and benefits appropriations in CEO-Human Resources (10220-1022000) by $46,000, offset with an equal reduction in salary and benefits appropriations in Treasurer-Tax Collector (11200-1120000).

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	A shift in centralized collection services requires a solution to restructure operations within the Treasurer-Tax Collector's Office while avoiding potential layoffs.
Is the general fund affected?	No
Future fiscal impact:	The increase in salary and benefits for future fiscal years will be budgeted accordingly by Human Resources.
Consequences if not approved:	Inefficient use of staff or potential layoffs.
Additional Information	County Initiative: Elevate County Service and Workforce Excellence

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

RESOLUTION NO. 2026-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING THE TABLE AND INDEX OF CLASSES, THE DEPARTMENTAL ALLOCATION LIST FOR HUMAN RESOURCES A DIVISION OF THE COUNTY EXECUTIVE OFFICE, AND APPROPRIATE PERSONNEL POLICIES, EFFECTIVE FEBRUARY 14, 2026

WHEREAS, Government Code section 25300 provides that the Board of Supervisors shall provide for the number, compensation, tenure, appointment and conditions of employment of county employees and that such action may be taken by ordinance or resolution; and

WHEREAS, Napa County Code section 2.100.280 provides that the Board of Supervisors establishes the number of positions and classifications in the Departmental Allocation List by resolution; and

WHEREAS, Napa County Code section 2.100.270 provides that the "Table and Index" may be amended by Board of Supervisors resolution; and

WHEREAS, the Chief Human Resources Officer recommends that the proposed changes to the Table and Index of Classes, the Departmental Allocation List for Human Resources, a Division of the County Executive Office, and appropriate personnel policies, be implemented as set forth in Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED, that effective February 14, 2026, the Napa County Board of Supervisors hereby approves the changes to the Table and Index of Classes and the Departmental Allocation List for Human Resources, a Division of the County Executive Office, and appropriate personnel policies, as set forth in Exhibit "A."

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THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 10th day of February, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By*: Susan B. Altman*, Deputy Date: January 27, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT A

Chief Human Resources Officer requests approval of the following actions, effective February 14, 2026:

1. Amend the Table and Index of Classes, as follows:

Add:

a. Human Resources Assistant I (CCON 203)
$38.38 - $45.72 (approximate hourly rate)

b. Human Resources Assistant II (CCON 234)
$43.85 - $52.46 (approximate hourly rate)

Delete:

a. Benefits Technician (CCON 203)
$38.38 - $45.72 (approximate hourly rate)

b. Human Resources Assistant (CCON 234)
$43.85 - $52.46 (approximate hourly rate)

2. Amend the Departmental Allocation List as follows:

Department	**Budget Unit**	**Position Control #**	**Class Title**	**Effective Date**	**Change**
Treasurer-Tax Collector	11200-00	1011365	Accounting Specialist	2/14/26	-1.0
Human Resources	10220-00	1011365	Human Resources Assistant I	2/14/26	+1.0
Human Resources	10220-00	1011614	Human Resources Assistant	2/14/26	-1.0
Human Resources	10220-00	1011614	Human Resources Assistant II	2/14/26	+1.0
Human Resources	10220-00	1010848	Human Resources Assistant	2/14/26	-1.0
Human Resources	10220-00	1010848	Human Resources Assistant II	2/14/26	+1.0
Human Resources	10220-00	1010844	Human Resources Assistant	2/14/26	-1.0
Human Resources	10220-00	1010844	Human Resources Assistant II	2/14/26	+1.0
Human Resources	10220-00	1010843	Human Resources Assistant	2/14/26	-1.0
Human Resources	10220-00	1010843	Human Resources Assistant II	2/14/26	+1.0
Human Resources	10220-00	1011751	Human Resources Assistant	2/14/26	-1.0
Human Resources	10220-00	1011751	Human Resources Assistant II	2/14/26	+1.0
Human Resources	10220-00	1010850	Human Resources Assistant	2/14/26	-1.0
Human Resources	10220-00	1010850	Human Resources Assistant II	2/14/26	+1.0
Human Resources	10220-00	1010849	Human Resources Assistant	2/14/26	-1.0
Human Resources	10220-00	1010849	Human Resources Assistant II	2/14/26	+1.0

3. Amend Part I: Section 37C-4 of the Napa County Policy Manual, Management Compensation Plan-Confidential, by deleting Benefits Technician and Human Resources Assistant from and adding Human Resources Assistant I and Human Resources Assistant II to Attachment 1, Part A.

Revised: December 13, 2005
Revised: December 4, 2006
Revised: January 30, 2007
Revised: September 18, 2007
Revised: May 13, 2008
Revised: March 23, 2010; Resolution 2010-29
Revised August 7, 2012; Resolution 2012-114
Revised August 14, 2012; Resolution 2012-122
Revised October 2, 2012; Resolution 2012-145
Revised November 20, 2012 (eff 11-24-12); Resolution 2012-168
Revised June 16, 2015 (eff 6-20-15); Resolution 2015-77
Revised November 8, 2016 (eff 11-19-16); Resolution 2016-164
Revised December 19, 2017 (eff 12-30-17); Resolution 2017-194
Revised April 10, 2018 (eff 05-08-18); Resolution 2018-51
Revised September 10, 2019 (retroactive to July 27, 2019); Resolution 2019-111
Revised March 24, 2020 (eff 03-24-20); Resolution 2020-41
Revised July 26, 2022 (eff 06-25-22), Resolution 2022-104
Revised February 27, 2024 (retroactive to January 6, 2024); Resolution 2024-18
Revised May 21, 2024 (eff 05-25-24); Resolution 2024- 49
Revised December 17, 2024 (eff 12-21-24); Resolution 2024-138
Revised February 10, 2026 (eff 2-14-26); Resolution 2026-##

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COUNTY OF NAPA
MANAGEMENT COMPENSATION PLAN - CONFIDENTIAL

Scope

The following sets forth the respective supplemental fringe benefits accorded to Confidential positions. Only those County Employee positions that have been designated as Confidential by formal action of the Board of Supervisors are eligible to receive these respective supplemental fringe benefits. A current listing of those Employee positions are set forth in Attachment 1 and incorporated herein by reference. The supplemental fringe benefits are in addition to any benefits afforded in accordance with the current Memorandum of Understanding between the County and the Napa Association of Public Employees, SEIU, Local 1021 – Public Services Employee Supervisory Unit.

I. Definitions

For purposes of this policy, the following definitions shall apply:

A. Employee: Any person employed by the County, except an elected Officer, as reflected in the Departmental Allocation List.

B. Retired Confidential Employee: A Confidential Employee who has separated from active, permanent service for the purpose of retiring. It is presumed a Confidential Employee has retired if an application has been filed pursuant to a defined benefit plan such as the California Public Employees' Retirement Law, the County Employees Retirement Law of 1937, or any other similar private or public defined benefit program. In all other cases, documentation that demonstrates to the satisfaction of the Director of Human Resources that the Confidential Employee has separated from active employment for the purposes of retirement must be

provided.

C. Confidential: Any Employee other than management, management non-classified or management non-classified (other) who, in the course of performing their duties, has access to confidential information relating to the County's administration of employer-employee relations. (See Attachment 1).

D. Dependents: Refers to only the following: (a) the Confidential Employee, (b) the spouse of the Confidential Employee, (c) Employee's registered domestic partner as defined under California law and (d) the children of the Confidential Employee, provided they are considered dependents for purposes of the Internal Revenue Code. For purposes of health, vision, or dental care, dependents are also children who are not considered dependents for purposes of the Internal Revenue Code but are dependents as defined in the health, vision, or dental plan the Confidential Employee has selected. "Child" or "Children" means a biological, adopted or foster child, a stepchild, a legal ward or a dependent adult. A dependent adult is a person who is over 18 years of age and is incapable of self-care because of a mental or physical disability. A grandchild of an Employee does not qualify as a dependent unless he/she is adopted, a foster child, a legal ward, or dependent adult of the Employee.

E. Years of Service: Date of hire through separation date.

F. Memorandum of Understanding (MOU): The collective bargaining agreement between the County and NAPE/SEIU Local 1021 – Public Services Employee Supervisory Unit, which establishes the terms and conditions of employment for the represented positions identified within said agreement.

G. County: County of Napa.

H. Plan: The Management Compensation Plan – Confidential of Napa County as it may be amended from time to time.

I. Comparable Jurisdictions: The counties of Solano, Sonoma, Marin, Contra Costa, Santa Cruz, and the City of Napa.

II. Confidential Employees

A. Confidential Employees shall be accorded the following:

1. $150.00 twice monthly, or in the case of a part-time Confidential Employee hired on or after September 19, 1987, a pro-rata share of the $150.00 twice monthly as additional compensation. Basic Term Life and Accidental Death and Dismemberment group life insurance in the amount of $20,000 with the premium paid by the County.

2. The option to enroll in the group Supplemental Life and Accidental Death and Dismemberment insurance plan and elect coverage in increments of $10,000 up to a maximum of the lesser of five (5) times the Employee's salary or $200,000.

3. Deferred Compensation Plan (IRC 457)/Retirement Savings Account Plan (IRC 401(a)):

   (a) 457 Deferred Compensation Plan (pursuant to Internal Revenue Code Section 457). Eligible Employees may voluntarily defer an amount up to the maximum as defined by IRS guidelines on a pre-tax basis.

   (b) 401(a) Retirement Savings Account (pursuant to Internal Revenue Code Section 401(a)).

      i. Employees must enroll in a 401(a) Retirement Savings Account Plan in order to become eligible for an employer match as set forth in paragraph 13(b) (ii) below.

      ii. Eligible Employees, who enroll in the 457 deferred compensation plan as referenced in Section 13(a) and also enroll in a 401(a) Retirement Savings Account Plan, will be eligible for an employer match of up to $1,000 paid into a pre-tax sub-account of each eligible employee. This provision for an employer match is subject to the annual approval of the Board of Supervisors.

      iii. In addition, within thirty (30) days of hire, an Employee, who is eligible as defined by IRS guidelines, may also voluntarily make an irrevocable election of salary contribution to a 401(a) Retirement Savings Account Plan on a pre-tax basis.

B. Retired Confidential Employees shall be accorded the following:

1. The right, upon separation from county service for purposes of retirement, to receive payment of a sum equal to the number of hours of vacation leave the Employee has accrued times the Employee's current hourly rate of pay.

2. The right to continued coverage, at their own expense, upon retirement with eight (8) or more years of County service, of the following:

(a) Inclusion in the group term life insurance policy maintained by the County with a face amount of $5,000 decreasing to $2,500 at age 65. At age 70, the face amount of said term life insurance decreases to $1,500.

(b) Dental and vision coverage for the retired member and dependents.

Payment for these life insurance, dental and vision overages shall be made to the Treasurer's office monthly in advance of receipt of benefits.

3. Retiree Health Benefits – General Provisions

Benefits elected by eligible Confidential Employees under paragraphs 4 and 5 of Part II. B. of this Plan are subject to the following provisions:

(a) The County's reimbursement for health coverage shall be deemed to include the County contribution for such retirees as mandated under the California Public Employees Medical & Hospital Care Act ("PEMHCA").

(b) The County shall initially reimburse for coverage only in the health or dental plan in which the Employee was enrolled on their last day of active permanent service with the County; with the exception that the employee if eligible must enroll in a Medicare supplemental plan; provided, however, that any health plan currently available to active county employees may be selected by said retired Employee during any county open enrollment period. If the health or dental plan of said Employee has been abandoned or replaced, then the Retired Employee may select another health or dental plan offered by the County in whatever manner the County determines will result in continual coverage.

(c) Reimbursement provided under paragraphs 4 or 5 of Part II. B. may be applied to the Employee's Medicare Part B premium, so long as it meets the other requirements of the applicable paragraph. This shall include Medicare Part B premiums subject to the Income-Related Monthly Adjustment Amount (IRMAA)

(d) Notwithstanding the provisions of paragraph 3(b) above, a Retired Employee is subject to all laws and regulations and rules that govern their participation in a carrier's health plan, including, but not limited to, requirements under PEMHCA, the federal Medicare Act and the carrier's health plan.

(e) Retirement for the purposes of the benefits afforded under paragraphs 4 or 5 of Part II. B., means an Employee who has both separated from active permanent service with the County and has filed documents with the California Public

Employees' Retirement System ("PERS") to begin receiving monthly benefits within the time period specified under PERS law (e.g. currently one hundred and twenty (120) days).

(f) To the extent any provision of this paragraph 3 is inconsistent with or in conflict with provisions under paragraphs 4 or 5 of Part II. B. of this Plan, the provisions of the latter paragraphs shall prevail.

4. Use of Sick Leave for Health or Dental Benefits

(a) A Confidential Employee may elect at retirement to apply accumulated sick leave, up to a maximum of one thousand eight hundred (1,800) hours, toward either health or dental coverage. To be eligible for this benefit Employees must have at least120 hours of sick leave at retirement. The Employee may elect either of the following:

i. For each eight (8) hours of accumulated sick leave, County reimbursement toward the cost of (1) month single-party health coverage (in an amount up to the then current single-party rate for the health or dental plan most commonly enrolled in by active employees); or
ii. For each sixteen (16) hours of accumulated sick leave, County reimbursement toward the cost of one (1) month of single-party-plus-one-dependent health coverage (in an amount up to the then current single-party-plus-one rate for the health or dental plan most commonly enrolled in by active employees).

This paragraph 4 shall not apply to eligible Employees who elect the health benefits provided in paragraph 5, of Part II. B. of this Plan.

5. Health Benefits for Long-Term County Service

(a) A Confidential Employee may elect County reimbursement for the cost of single party health coverage to age 65 (in an amount up to the then current single-party rate for the health plan most commonly enrolled in by active employees) if retiring with the equivalent of twenty (20) years or more of continuous full-time service with the County (including time employed in other than a Confidential position).
(b) This paragraph 5 shall not apply to eligible Employees who elect the health benefits provided in paragraph 4 of Part II. B. of this Plan.

Attachment 1
Part A

MANAGEMENT COMPENSATION PLAN - CONFIDENTIAL
ELIGIBILITY LIST

CONFIDENTIAL EMPLOYEES

Auditor-Controller Office
Accountant Auditor I
Accountant Auditor II
Accounting Technician
Administrative Support Technician
Senior Accountant Auditor
Senior Systems Support Analyst

County Executive Office
Account Clerk II
Administrative Secretary I
Administrative Secretary II
Administrative Support Technician
Buyer I/II
Executive Assistant-CEO
Secretary
Senior Buyer
Senior Office Assistant
Staff Services Analyst II
Web Support Analyst II

Clerk of the Board
Deputy Clerk of the Board of Supervisors
Deputy Clerk of the Board Clerk I
Deputy Clerk of the Board Clerk II
Secretary
Senior Deputy Clerk of the Board

County Counsel's Office
Legal Secretary I
Legal Secretary II
Paralegal

Human Resources
~~Benefits Technician~~

Human Resources Assistant I
Human Resources Assistant II
Human Resources Information Systems Analyst
Human Resources Services Specialist
Senior Office Assistant

Information Technology Division
Information System Specialist I/II/Senior*

Sheriff Department
Administrative Support Technician

*The three (3) position allocations included in this Plan are those two (2) assigned to primary support of the Tyler Munis application group in the Auditor-Controller Office and the one (1) assigned to Broadband implementation housed within the County Executive Office.

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Revised: December 13, 2005
Revised: December 4, 2006
Revised: January 30, 2007
Revised: September 18, 2007
Revised: May 13, 2008
Revised: March 23, 2010; Resolution 2010-29
Revised August 7, 2012; Resolution 2012-114
Revised August 14, 2012; Resolution 2012-122
Revised October 2, 2012; Resolution 2012-145
Revised November 20, 2012 (eff 11-24-12); Resolution 2012-168
Revised June 16, 2015 (eff 6-20-15); Resolution 2015-77
Revised November 8, 2016 (eff 11-19-16); Resolution 2016-164
Revised December 19, 2017 (eff 12-30-17); Resolution 2017-194
Revised April 10, 2018 (eff 05-08-18); Resolution 2018-51
Revised September 10, 2019 (retroactive to July 27, 2019); Resolution 2019-111
Revised March 24, 2020 (eff 03-24-20); Resolution 2020-41
Revised July 26, 2022 (eff 06-25-22), Resolution 2022-104
Revised February 27, 2024 (retroactive to January 6, 2024); Resolution 2024-18
Revised May 21, 2024 (eff 05-25-24); Resolution 2024- 49
Revised December 17, 2024 (eff 12-21-24); Resolution 2024-138
Revised February 10, 2026 (eff 2-14-26); Resolution 2026-##

COUNTY OF NAPA
MANAGEMENT COMPENSATION PLAN - CONFIDENTIAL

Scope

The following sets forth the respective supplemental fringe benefits accorded to Confidential positions. Only those County Employee positions that have been designated as Confidential by formal action of the Board of Supervisors are eligible to receive these respective supplemental fringe benefits. A current listing of those Employee positions are set forth in Attachment 1 and incorporated herein by reference. The supplemental fringe benefits are in addition to any benefits afforded in accordance with the current Memorandum of Understanding between the County and the Napa Association of Public Employees, SEIU, Local 1021 – Public Services Employee Supervisory Unit.

I. Definitions

For purposes of this policy, the following definitions shall apply:

A. Employee: Any person employed by the County, except an elected Officer, as reflected in the Departmental Allocation List.

B. Retired Confidential Employee: A Confidential Employee who has separated from active, permanent service for the purpose of retiring. It is presumed a Confidential Employee has retired if an application has been filed pursuant to a defined benefit plan such as the California Public Employees' Retirement Law, the County Employees Retirement Law of 1937, or any other similar private or public defined benefit program. In all other cases, documentation that demonstrates to the satisfaction of the Director of Human Resources that the Confidential Employee has separated from active employment for the purposes of retirement must be

provided.

C. Confidential: Any Employee other than management, management non-classified or management non-classified (other) who, in the course of performing their duties, has access to confidential information relating to the County's administration of employer-employee relations. (See Attachment 1).

D. Dependents: Refers to only the following: (a) the Confidential Employee, (b) the spouse of the Confidential Employee, (c) Employee's registered domestic partner as defined under California law and (d) the children of the Confidential Employee, provided they are considered dependents for purposes of the Internal Revenue Code. For purposes of health, vision, or dental care, dependents are also children who are not considered dependents for purposes of the Internal Revenue Code but are dependents as defined in the health, vision, or dental plan the Confidential Employee has selected. "Child" or "Children" means a biological, adopted or foster child, a stepchild, a legal ward or a dependent adult. A dependent adult is a person who is over 18 years of age and is incapable of self-care because of a mental or physical disability. A grandchild of an Employee does not qualify as a dependent unless he/she is adopted, a foster child, a legal ward, or dependent adult of the Employee.

E. Years of Service: Date of hire through separation date.

F. Memorandum of Understanding (MOU): The collective bargaining agreement between the County and NAPE/SEIU Local 1021 – Public Services Employee Supervisory Unit, which establishes the terms and conditions of employment for the represented positions identified within said agreement.

G. County: County of Napa.

H. Plan: The Management Compensation Plan – Confidential of Napa County as it may be amended from time to time.

I. Comparable Jurisdictions: The counties of Solano, Sonoma, Marin, Contra Costa, Santa Cruz, and the City of Napa.

II. Confidential Employees

J. Confidential Employees shall be accorded the following:

1. $150.00 twice monthly, or in the case of a part-time Confidential Employee hired on or after September 19, 1987, a pro-rata share of the $150.00 twice monthly as additional compensation. Basic Term Life and Accidental Death and Dismemberment group life insurance in the amount of $20,000 with the premium paid by the County.

2. The option to enroll in the group Supplemental Life and Accidental Death and Dismemberment insurance plan and elect coverage in increments of $10,000 up to a maximum of the lesser of five (5) times the Employee's salary or $200,000.

3. Deferred Compensation Plan (IRC 457)/Retirement Savings Account Plan (IRC 401(a)):

   (a) 457 Deferred Compensation Plan (pursuant to Internal Revenue Code Section 457). Eligible Employees may voluntarily defer an amount up to the maximum as defined by IRS guidelines on a pre-tax basis.

   (b) 401(a) Retirement Savings Account (pursuant to Internal Revenue Code Section 401(a)).

      i. Employees must enroll in a 401(a) Retirement Savings Account Plan in order to become eligible for an employer match as set forth in paragraph 13(b) (ii) below.

      ii. Eligible Employees, who enroll in the 457 deferred compensation plan as referenced in Section 13(a) and also enroll in a 401(a) Retirement Savings Account Plan, will be eligible for an employer match of up to $1,000 paid into a pre-tax sub-account of each eligible employee. This provision for an employer match is subject to the annual approval of the Board of Supervisors.

      iii. In addition, within thirty (30) days of hire, an Employee, who is eligible as defined by IRS guidelines, may also voluntarily make an irrevocable election of salary contribution to a 401(a) Retirement Savings Account Plan on a pre-tax basis.

K. Retired Confidential Employees shall be accorded the following:

1. The right, upon separation from county service for purposes of retirement, to receive payment of a sum equal to the number of hours of vacation leave the Employee has accrued times the Employee's current hourly rate of pay.

2. The right to continued coverage, at their own expense, upon retirement with eight (8) or more years of County service, of the following:

(a) Inclusion in the group term life insurance policy maintained by the County with a face amount of $5,000 decreasing to $2,500 at age 65. At age 70, the face amount of said term life insurance decreases to $1,500.

(b) Dental and vision coverage for the retired member and dependents.

Payment for these life insurance, dental and vision overages shall be made to the Treasurer's office monthly in advance of receipt of benefits.

3. Retiree Health Benefits – General Provisions

Benefits elected by eligible Confidential Employees under paragraphs 4 and 5 of Part II. B. of this Plan are subject to the following provisions:

(a) The County's reimbursement for health coverage shall be deemed to include the County contribution for such retirees as mandated under the California Public Employees Medical & Hospital Care Act ("PEMHCA").

(b) The County shall initially reimburse for coverage only in the health or dental plan in which the Employee was enrolled on their last day of active permanent service with the County; with the exception that the employee if eligible must enroll in a Medicare supplemental plan; provided, however, that any health plan currently available to active county employees may be selected by said retired Employee during any county open enrollment period. If the health or dental plan of said Employee has been abandoned or replaced, then the Retired Employee may select another health or dental plan offered by the County in whatever manner the County determines will result in continual coverage.

(c) Reimbursement provided under paragraphs 4 or 5 of Part II. B. may be applied to the Employee's Medicare Part B premium, so long as it meets the other requirements of the applicable paragraph. This shall include Medicare Part B premiums subject to the Income-Related Monthly Adjustment Amount (IRMAA)

(d) Notwithstanding the provisions of paragraph 3(b) above, a Retired Employee is subject to all laws and regulations and rules that govern their participation in a carrier's health plan, including, but not limited to, requirements under PEMHCA, the federal Medicare Act and the carrier's health plan.

(e) Retirement for the purposes of the benefits afforded under paragraphs 4 or 5 of Part II. B., means an Employee who has both separated from active permanent service with the County and has filed documents with the California Public

Employees' Retirement System ("PERS") to begin receiving monthly benefits within the time period specified under PERS law (e.g. currently one hundred and twenty (120) days).

(f) To the extent any provision of this paragraph 3 is inconsistent with or in conflict with provisions under paragraphs 4 or 5 of Part II. B. of this Plan, the provisions of the latter paragraphs shall prevail.

4. Use of Sick Leave for Health or Dental Benefits

(a) A Confidential Employee may elect at retirement to apply accumulated sick leave, up to a maximum of one thousand eight hundred (1,800) hours, toward either health or dental coverage. To be eligible for this benefit Employees must have at least120 hours of sick leave at retirement. The Employee may elect either of the following:

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This paragraph 4 shall not apply to eligible Employees who elect the health benefits provided in paragraph 5, of Part II. B. of this Plan.

5. Health Benefits for Long-Term County Service

(a) A Confidential Employee may elect County reimbursement for the cost of single party health coverage to age 65 (in an amount up to the then current single-party rate for the health plan most commonly enrolled in by active employees) if retiring with the equivalent of twenty (20) years or more of continuous full-time service with the County (including time employed in other than a Confidential position).

(b) This paragraph 5 shall not apply to eligible Employees who elect the health benefits provided in paragraph 4 of Part II. B. of this Plan.

Attachment 1
Part A

MANAGEMENT COMPENSATION PLAN - CONFIDENTIAL
ELIGIBILITY LIST

CONFIDENTIAL EMPLOYEES

Auditor-Controller Office
Accountant Auditor I
Accountant Auditor II
Accounting Technician
Administrative Support Technician
Senior Accountant Auditor
Senior Systems Support Analyst

County Executive Office
Account Clerk II
Administrative Secretary I
Administrative Secretary II
Administrative Support Technician
Buyer I/II
Executive Assistant-CEO
Secretary
Senior Buyer
Senior Office Assistant
Staff Services Analyst II
Web Support Analyst II

Clerk of the Board
Deputy Clerk of the Board of Supervisors
Deputy Clerk of the Board Clerk I
Deputy Clerk of the Board Clerk II
Secretary
Senior Deputy Clerk of the Board

County Counsel's Office
Legal Secretary I
Legal Secretary II
Paralegal

Human Resources
Human Resources Assistant I
Human Resources Assistant II
Human Resources Information Systems Analyst
Human Resources Services Specialist
Senior Office Assistant

Information Technology Division
Information System Specialist I/II/Senior*

Sheriff Department
Administrative Support Technician

*The three (3) position allocations included in this Plan are those two (2) assigned to primary support of the Tyler Munis application group in the Auditor-Controller Office and the one (1) assigned to Broadband implementation housed within the County Executive Office.

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-279

TO: Members of the Governing Board

FROM: Christopher Silke, District Engineer

REPORT BY: Anna Martinez, Assistant Engineer

SUBJECT: Approve Agreements Nos. 260289B, 260290B and 260291B with Pridmore Brothers Construction, Inc. for Urgent Repair of Water and Sewer Utilities

RECOMMENDATION

Approve and authorize Agreement Nos. 260289B, 260290B and 260291B (NBRID) with Pridmore Brothers Construction, Inc. for a total of $91,911 for urgent repairs made to water and sewer utilities. (Fiscal Impact: $91,911 Expense; Napa Berryessa Resort Improvement District Fund; Budgeted; Discretionary)

BACKGROUND

During the period of September 22, 2025 to January 22, 2026 Napa Berryessa Resort Improvement District staff required services of a contractor for 1) the immediate repair of three water distribution leaks and a sewer collection system lateral (Agreement 260289B, $17,999.10), 2) to provide access to and replace the failed redundant raw water supply intake pump for the water treatment plant (Agreement 260290B, $35,836.18), and 3) to modify pipe connections within two pre-settling tanks at the water treatment plant to combat existing operational challenges with raw water conditions to remain in compliance with the District's regulatory permit (Agreement 260291B, $38,074.85).

Cumulatively, the cost of these repairs performed by Pridmore Brothers Construction, when combined with charges for previous work performed by the same contractor, exceed the Purchasing Agent's annual maximum authority ($87,600 for FY 2025-26) per vendor without Board approval. All work was completed at or below fair market value for scoped services if time permitted competitive solicitations.

Requested Action: Approve and authorize Pridmore Brothers Construction, Inc. Agreement Nos. 260289B, 260290B and 260291B totaling $91,911 for urgent repairs made to water and sewer utilities.

FISCAL IMPACT

Is there a Fiscal Impact? Yes

Is it currently budgeted?	Yes
Where is it budgeted?	Subdivision 5240000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Failure to immediately perform water and sewer utility repairs can result in loss of service, permit violations, environmental impacts, property damage and workplace hazards.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	Contractor would not be paid for urgent repair work performed at the request of the District.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is categorically exempt from CEQA pursuant to CEQA Guidelines section 15301, as the repair or maintenance of existing public facilities involving negligible or no expansion of existing or former use.

NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT
AGREEMENT NO. 260289B

AGREEMENT FOR MINOR CONSTRUCTION, REPAIR OR MAINTENANCE

THIS AGREEMENT is made and entered into in Napa County, California, by and between the Napa Berryessa Resort Improvement District, hereinafter referred to as "District," and Pridmore Brothers Construction, Inc., whose address is 1305 Capell Valley Road, Napa, CA 94558, hereinafter referred to as "Contractor."

RECITALS

A. Between September 22, 2025, and October 6, 2025, the District's water and sewer system operators discovered two points of damage to a sewer service lateral on Woodhaven Court (10/02/2025) and one water service line/main leak on Poppy Lane (10/02/2025) and two on Rimrock Drive (9/22/2025) that needed repair.

B. The immediate repairs to the pipelines were necessary to prevent discharge of raw sewage outside of the sewer collection system and potable water loss in the water distribution system.

C. Contractor was selected to perform the work without competitive bidding due to exigent circumstances of a raw sewage spill in violation of waste discharge requirements and substantial water loss that risked depressurization of the distribution system and loss of water service to customers if the service lines and main were allowed to leak without immediate repair.

D. Contractor is and was willing to provide the required services to District under the terms and conditions set forth herein and, due to exigent circumstances and the need to have the repair services performed before this Agreement could be prepared and put in place, but with the understanding that this Agreement would be entered into, Contractor commenced performance of the services required and is entitled to be compensated for the services rendered to date and any remaining services required and performed hereunder.

E. For good and valuable consideration, the sufficiency of which is acknowledged, District and Contractor agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF WORK

1.1 Scope of Work. Contractor shall perform the scope of work described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals, Request for Quotes, or Invitation for Bids issued by District (if any), and Contractor's proposal, quote, or bid.

1.2 Schedule. Contractor shall perform and complete the scope of work in accordance with the schedule set forth in Exhibit A. Contractor shall further perform the scope of work in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A.

1.3 Warranty. Contractor warrants to District that any construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in this Agreement, of good quality, in conformance with the scope of work, Exhibits and any attachments thereto, and free of defects in materials and workmanship. Contractor shall correct or replace any work not in conformance with this warranty at its own cost and expense, if notified by District within one year after the date the project is complete, unless a longer period is specified by the Contract Documents.

1.4 Warranty Response Time. Contractor shall take reasonable steps to commence performance of warranty work within seven days of receipt of written notice from District unless otherwise agreed by the parties. If Contractor fails to commence such steps within the seven day or other agreed-upon period, District may, in addition to any other remedies provided under the Contract Documents, commence performance of such warranty work without further written notice to Contractor. If District takes such corrective action, Contractor shall be responsible for all reasonable costs incurred by District in performing the warranty work, including but not limited to the cost of District staff time and the amount paid to another contractor to perform the warranty work.

1.5 Other Remedies. This Article applies only to Contractor's obligation to correct warranty work and is not intended to constitute a period of limitations or waiver of any other rights or remedies District may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall be effective retroactively to September 22, 2025. This Agreement shall expire one year after completion of the scope of services, unless terminated earlier in accordance with this Article.

2.2 Termination for Convenience. District may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Contractor. The termination of the Agreement shall be effective 30 days after receipt of the notice by Contractor. After receipt of notice of termination of all or any portion of the Agreement, Contractor shall immediately discontinue the work (unless the notice directs otherwise) and complete any additional work necessary for the orderly cessation of labor, filing of any documents, and demobilization from the jobsite. District shall pay Contractor for the scope of work satisfactorily performed before the effective date of termination, and reasonable costs incurred by Contractor in securing the jobsite and demobilizing. Contractor shall not be

compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

2.3 Termination for Cause. District may terminate this Agreement for default if Contractor fails to satisfactorily perform any material obligation required by this Agreement. Default includes Contractor's failure to timely perform the scope of work in accordance with the schedule. If Contractor fails to satisfactorily cure a default within 10 days of receiving written notice from District specifying the nature of the default, District may immediately terminate this Agreement, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Agreement. The rights and remedies of District enumerated in this paragraph are in addition to and independent of District's rights under any other provision of this Agreement and any right or remedy available to District at law or in equity.

2.3.1 Absence of Default. If after District gives notice of termination for cause, it is determined that Contractor was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of District under paragraph 2.2.

2.4 District Engineer's Authority. The District Engineer or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

ARTICLE III – COMPENSATION

3.1 Amount of Compensation. District shall pay Contractor for satisfactory performance of the scope of work, as follows:

3.1.1 Rates. District shall pay Contractor the fixed price of Seventeen Thousand Nine Hundred Ninety-Nine Dollars and Ten Cents ($17,999.10).

3.1.2 Expenses. All expenses are included in the fixed price. No other expenses will be reimbursed by the District.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of Seventeen Thousand Nine Hundred Ninety-Nine Dollars and Ten Cents ($17,999.10).

3.2 Payment Process. Contractor will submit three invoices in arrears for the work performed to the District Engineer who will review the invoices to confirm their contents match the work performed during the period covered by the invoices. If approved, the invoices will be forwarded to the Napa County Auditor for payment no later than 15 days following the date this Agreement is approved by the Board of Supervisors.

3.2.1 Content of Invoices. Invoices shall be in a form acceptable to the Napa County Auditor and include Contractor's name, address, Social Security or Taxpayer Identification Number, and the District Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the work, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and Contractor presents monthly invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow Contractor to be paid the equivalent percentage of the fixed price.

3.2.2 Expenses. If the Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. Receipts must be included with the invoice.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the term of this Agreement may extend over multiple District fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. District is not obligated to pay Contractor, nor is Contractor obligated to perform further work, if sufficient funds have not been appropriated and authorized by the Governing Board of the District.

ARTICLE IV – BONDS AND INSURANCE

4.1 Insurance. Prior to commencing the scope of work, Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

4.2 Inclusion in Subcontracts. Contractor shall require its subcontractors and any other entity or person performing work under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

4.3 Performance and Payment Bonds. If the maximum amount of this Agreement in paragraph 3.1.3 exceeds $25,000.00, excluding the cost of any maintenance work, Contractor shall furnish and maintain the following performance and payment bonds for the duration of this Agreement, each in the amount set forth in paragraph 3.1.3 above.

4.3.1 Performance Bond. A performance bond to guarantee faithful performance of the Agreement and associated work, in conformance with the Scope of Services and project schedule.

4.3.2 Payment Bond. A payment bond to satisfy claims of material suppliers and of mechanics and laborers employed on the project. The payment bond shall be maintained

by Contractor in full force and effect until the project is accepted by County and until all claims for materials and labor are paid, and shall otherwise comply with all applicable laws.

4.3.3 Licensed Surety. All bonds shall be issued by such sureties which are admitted insurers in the State of California and are subject to regulation by the California Department of Insurance. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold harmless District and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Contractor or its officers, agents, employees, volunteers, contractors and subcontractors in performing work under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of District or its officers, agents, employees, volunteers, or representatives. Each party shall promptly notify the other party in writing of any third-party claims related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

5.2 Effect of Insurance. The provisions of this Article are not limited by the requirements of Article IV related to insurance.

5.3 Enforcement Costs. Contractor shall reimburse any and all costs District incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

5.4 Survival. This Article shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

ARTICLE VI – MANDATORY DISTRICT PROVISIONS

6.1 Compliance with County Policies. Contractor shall comply, and require its employees and subcontractors to comply, with the following policies, copies of which are available on Napa County's website at https://www.countyofnapa.org/771/Purchasing and are hereby incorporated by reference.

6.1.1 Napa County "Waste Source Reduction and Recycled Product Content Procurement Policy," which is found in the Napa County Policy Manual Part I, Section 8D.

6.1.2 Napa County "Discrimination, Harassment and Retaliation Prevention Policy," which is found in the Napa County Policy Manual Part I, Section 37K.

6.1.3 Napa County "Drug and Alcohol Policy," which is found in the Napa County Policy Manual Part I, Section 37O.

6.1.4 "Napa County Information Technology Use and Security Policy" which is found in the Napa County Policy Manual Part I, Section 31A.

6.1.5 Napa County "Workplace Violence Policy," which is found in the Napa County Policy Manual Part I, Section 37U.

6.2 Inducement of District Employees. Contractor shall not permit its officers, agents, or employees to engage in any activities during the performance of the work under this Agreement that would interfere with compliance or induce violation of these policies by District employees or contractors.

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. Contractor shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Contractor shall comply immediately with all directives issued by District or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

7.2 Conflict of Interest. Consultant acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Contractor hereby covenants that it presently has no interest not disclosed to District and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of work under this Agreement. Contractor further warrants that it is unaware of any financial or economic interest of any public officer or employee of District relating to this Agreement. Violation of this paragraph by Contractor is a material breach of this Agreement which may result in termination of the Agreement for cause.

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold District harmless from any liability it may incur to the United States or the State of California if Consultant fails to pay or

withhold, when due, all such taxes and obligations. If District is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish District with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from District.

7.4 Prevailing Wage Requirements. The scope of work includes "public works" as defined in the California Labor Code. Contractor shall comply with all State prevailing wage requirements, including but not limited to those set forth in Exhibit D.

7.5 Clayton and Cartwright Acts. Pursuant to California Public Contract Code section 7103.5, in entering into this Agreement the Contractor offers and agrees to assign to District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgment by the parties.

7.6 Trenching and Excavation. If this Agreement involves digging trenches or other excavations that extend deeper than four feet below the surface and Contractor encounters any of the conditions described below, Contractor shall promptly notify District in writing before the conditions are disturbed. The parties will address the conditions in accordance with California Public Contract Code section 7104.

7.6.1 Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

7.6.2 Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

7.6.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Contractor Claims. If Contractor submits a claim for a time extension, extra work, or payment of an amount disputed by District, that arises from construction or repair work, the parties shall attempt to resolve the dispute in accordance with the procedure set forth in Public Contract Code section 9204. The mediation provisions in this Article apply to the mediation required by Public Contract Code section 9204. If Contractor's claim arises solely from

maintenance work, the parties shall proceed directly to dispute resolution under paragraph 8.2 below.

8.2 Mandatory Non-binding Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

8.3 Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

8.4 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days, unless a longer period is mutually agreed to in writing by Contractor and District. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

8.5 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though District's recommendation of settlement may be subject to the approval of the Governing Board of the District. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

8.6 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Contractor shall provide District with access to Contractor's records which are reasonably necessary for District to review or audit Contractor's compliance with the provisions of this Agreement. Contractor shall provide such access within 10 business days after written request by District, either by providing copies of the requested records to District or allowing District to inspect and photocopy the records at Contractor's place

of business where the records are kept. Contractor shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

9.2 Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party 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. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

DISTRICT	CONTRACTOR
Christopher Silke, P.E. District Engineer Napa Berryessa Resort Improvement District 1195 Third Street, Suite 101 Napa, CA 94559	Gil Pridmore, President Pridmore Brothers Construction, Inc. 1305 Capell Valley Road Napa, CA 94558

9.3 Independent Contractors. Contractor and its subcontractors, if any, are independent contractors and not agents of District. Any provisions of this Agreement that may appear to give District any right to direct Contractor concerning the details of performing the scope of work, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of District concerning the end results of the performance.

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the work to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

9.4.1 This Agreement.

9.4.2 The Exhibits to this Agreement.
9.4.3 The RFQ or RFP issued by District.
9.4.4 Contractor's bid or proposal.

9.5 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

9.6 Third Party Beneficiaries. Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than District and Contractor shall have the right to enforce any of the provisions of this Agreement.

9.7 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subcontractors, consultants and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party is entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

9.8 Confidentiality. All work performed by Contractor and any subcontractors, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of District. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of District. Contractor shall not disclose records or other information provided by District under this Agreement to any third party, except as necessary to perform the scope of work, unless the records or information: (1) were publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by District; (2) subsequently become publicly known through no act or omission of Contractor; or (3) otherwise become known to Contractor other than through disclosure by District.

9.9 Insolvency. Contractor shall notify District if Contractor enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of District contract numbers and contracting offices for all District contracts against

which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

9.10 Attorney's Fees. If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred before or during mediation.

9.11 Venue. This Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

9.12 Exhibits Incorporated. All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

9.13 District Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of District as a special district of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of District in its governmental or regulatory capacity.

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.3 (Warranty), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

9.15 Severability. Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

9.16 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Contractor to secure such

authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

9.17 No Waivers. Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

9.18 No Assignments. Contractor may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without District's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at District's sole discretion. In no event shall any putative assignment create a contractual relationship between District and any putative assignee.

9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

9.21 Electronic Signatures and Counterparts. By executing this Agreement, all parties consent and agree that any electronic signature, as defined by Civil Code section 1633.2(h), affixed hereto shall have the full force and effect as a wet or manual signature. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Agreement is executed by District, acting by and through the Chair of its Governing Board, and by Contractor through its duly authorized officer(s).

PRIDMORE BROTHERS CONSTRUCTION, INC.

By _____
Gil Pridmore, President

By _____
Clinton Pridmore, Vice President

NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT, a special district of the State of California

By _____
AMBER MANFREE, Chair of the Governing Board

APPROVED AS TO FORM Office of County Counsel By: *Thomas C. Zelenv* Chief Deputy County Counsel Date: January 29, 2026 FV 13110736	APPROVED BY THE BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT Date: _____ Processed By: _____ Deputy Secretary of the District	ATTEST: NEHA HOSKINS Secretary of the District By: _____

EXHIBIT A
SCOPE OF WORK

I. Description of Work

Contractor provided the labor, materials, tools, equipment, trucks and other appurtenances to repair sewer lateral damage on Woodhaven Ct (10/1 and 10/2/2025), two water service line leaks on Rimrock Drive (9/22/2025) and one water service line leak on Poppy Ct (10/2/2025). For itemization of the work scope, refer to the Pridmore Brothers Construction Invoice No. 641258 dated September 24, 2025, Invoice No. 641279 dated October 15, 2025, Invoice No. 641278 dated October 15, 2025, all attached hereto and incorporated by reference as Attachment 1.

II. Schedule

Contractor completed the Scope of Work on October 6, 2025.

ATTACHMENT No 1
Invoices

Pridmore Brothers Construction, Inc.

1305 Capell Valley Road
Napa, CA 94558

Invoice

Date	Invoice #
10/15/2025	641279

Bill To
Napa Berryessa Resort Improvement Dist 1195 Third St. Rm 201 Attn: Anna Maria

Ship To
Woodhaven Repairs x2

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		10/15/2025			

Quantity	Item Code	Description	Price Each	Amount
		Work Order #30917		
	Contracting	Labor & Equipment	2,950.00	2,950.00
	Trucking	Trucking	225.00	225.00
		Work Order #30919		
	Contracting	Materials	202.50	202.50
	Contracting	Labor & Equipment	1,580.00	1,580.00
		Work Order #30870		
	Contracting	Prevailing Wage Extras	333.90	333.90
		Sales Tax	7.75%	0.00

Phone #
(707) 224-0682

Total $5,291.40

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER
30917

DATE OF ORDER: 10-1-25

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				/ /

BILL TO: NBRID (WOODHAVEN SEWER)

ORDER TAKEN BY:

ADDRESS:

CITY:

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

JOB NAME AND LOCATION: WOOD HAVEN 409 leak #1

JOB PHONE:

DESCRIPTION OF WORK:

TRACED SEWER LINE FROM RESIDENCE TO NRB FOUND 3" ABS AND ALSO PIPE WAS FILLED W/ SPRAY FOAM - SENT PICTURES & SPOKE TO CRIS.

10 HRS VID 55 - CLINT $1950—
10 HRS LABOR - BRANDON $1000—

TRANSPORT - 1.5 HRS $225—

TOTAL MATERIALS	
TOTAL LABOR	2950—
TRUCKING	225—
TAX	
TOTAL AMOUNT	$3175—

DATE COMPLETED / / | WORK ORDERED BY

Signature CLINT

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

I hereby acknowledge the satisfactory completion of the above described work.

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER
30919

DATE OF ORDER: 10-2-25

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				/ /

BILL TO: NBRID (WOOD HAVEN)

ORDER TAKEN BY:

ADDRESS:

CITY:

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

JOB NAME AND LOCATION: WOOD HAVEN

JOB PHONE:

leak #2

DESCRIPTION OF WORK:

FINISHED PLUMBING SEWER FROM HOUSE TO (E) SEWER - TRACED 3" ABS SEWER TO EAST SIDE OF LOT NEXT TO PGE & WATER - PLACED & SET 3" SEWER SWEEP & CONCRETE BOX -

NOTE* - SEWER LINE EXITING RESIDENCE HAD 1% FALL BACK TOWARD THE HOUSE - WE DUG UNDERNEATH (E) 3" LINE & WERE ABLE TO MAKE 3" EXITING HOUSE FLAT

x1 - 3" ABS SWEEP	$50—			
x3 - 3" COUPLERS	$37.50			
x1 - 20' 3" ABS	$100—	TOTAL MATERIALS	202	50
x3 - 22° 3" FITTINGS	$15—	TOTAL LABOR	1580	—
VID 55 4hr. Clint	$780—	TRUCKING		
Labor 8hr. Brandon	$800—	TAX		
DATE COMPLETED / /	WORK ORDERED BY	TOTAL AMOUNT	$1782	50

Signature CLINT

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

I hereby acknowledge the satisfactory completion of the above described work.

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER

30870

DATE OF ORDER: 10/1/25

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				/ /

BILL TO: NBRID

ORDER TAKEN BY:

ADDRESS:

CITY:

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

JOB NAME AND LOCATION: 10/1 & 10/2

JOB PHONE:

Woodhaven Repairs X2 P.W. Extras

DESCRIPTION OF WORK:

Brandon Laborer 18hrs. @ 41.55 $ 333.90

TOTAL MATERIALS		
TOTAL LABOR	333	90
TRUCKING		
TAX		
TOTAL AMOUNT	$333	90

DATE COMPLETED: / /

WORK ORDERED BY:

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

Pridmore Brothers Construction, Inc.

1305 Capell Valley Road
Napa, CA 94558

Invoice

Date	Invoice #
9/24/2025	641258

Bill To	Ship To
Napa Berryessa Resort Improvement Dist 1195 Third St. Rm 201 Attn: Anna Maria	Rimrock Repairs 1045 & 1085

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		9/24/2025			

Quantity	Item Code	Description	Price Each	Amount
	Contracting	Materials	1,310.00	1,310.00
	Contracting	Labor & Equipment	4,915.00	4,915.00
	Contracting	Prevailing Wage Extras	1,549.80	1,549.80
		Sales Tax	7.75%	0.00

Total $7,774.80

Phone #
(707) 224-0682

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER
30803

DATE OF ORDER: 9/22/25

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				/ /

BILL TO: NBRID

ORDER TAKEN BY:

ADDRESS:

CITY:

- [X] DAY WORK
- [ ] CONTRACT
- [ ] EXTRA

JOB NAME AND LOCATION: Rim Rock Repairs 1045 & 1085

JOB PHONE:

DESCRIPTION OF WORK:

Locate & Repair leaks.

Foreman T&T Andrew	10hr.	$1500—
40 Mini Ex Brandon	10hr.	$1850—
Laborer Steve	10hr.	$1000—

Power Patch	2yd.	$500—
Sand	2.5yd.	$220—
Base rock	5yd.	$440—
Pipe & Fittings		$150—

Con Saw	$150—	TOTAL MATERIALS	1310	—
Wacker	$150—	TOTAL LABOR	4915	—
Gen & Pump	$265—	TRUCKING		
		TAX		
DATE COMPLETED / /	WORK ORDERED BY	TOTAL AMOUNT	$6225	—

- [ ] No one home
- [ ] Total amount due for above work; or
- [ ] Total billing to be mailed after completion of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER
30869

DATE OF ORDER: 9/22/25

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				/ /

BILL TO: NBRID

ORDER TAKEN BY:

ADDRESS:

CITY:

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

JOB NAME AND LOCATION: P.W. Extras Rimrock Repairs

JOB PHONE:

DESCRIPTION OF WORK:

Foreman	Andrew	10hr.	$522.20
Operator	Brandon	10 hr.	$702.20
Laborer	steve	10hr.	$325.40

TOTAL MATERIALS		
TOTAL LABOR	1549	80
TRUCKING		
TAX		
TOTAL AMOUNT	$1549	80

DATE COMPLETED: / /

WORK ORDERED BY:

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

Pridmore Brothers Construction, Inc.

1305 Capell Valley Road
Napa, CA 94558

Invoice

Date	Invoice #
10/15/2025	641278

Bill To
Napa Berryessa Resort Improvement Dist 1195 Third St. Rm 201 Attn: Anna Maria

Ship To
Poppy Lane Repair

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		10/15/2025			

Quantity	Item Code	Description	Price Each	Amount
		Work Order #30928		
	Contracting	Materials	1,183.40	1,183.40
	Contracting	Labor & Equipment	2,880.00	2,880.00
		Work Order #30925		
	Contracting	Labor & Equipment	500.00	500.00
		Work Order #30871		
	Contracting	Prevailing Wage Extras	369.50	369.50
		Sales Tax	7.75%	0.00

Phone #
(707) 224-0682

Total $4,932.90

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER

30928

DATE OF ORDER: 10-6-25

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				/ /

BILL TO: N BRID (POPPY LANE)
ADDRESS:
CITY:
ORDER TAKEN BY:

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

JOB NAME AND LOCATION: POPPY LANE
JOB PHONE:

DESCRIPTION OF WORK:

FIXED WATER LEAK AT 110 POPPY LANE - SANDED AND COMPACTED A/B & 62 STREET

8 HOURS VIO 40 - CLINT	$1480⁻
8 HRS LABOR - BRANDO	$800⁻
1 - JUMPING JACK	$150⁻
2 HRS HAULING CLINT	$300⁻
1 - CUT SAW	$150⁻

2 x - 1" BRASS COUPLERS $187.40
1 YARD SAND $88⁻
6 YARD A/B $408⁻
2 YARDS 62 STREET $500⁻

TOTAL MATERIALS	1183	40
TOTAL LABOR	2880	—
TRUCKING		
TAX		
TOTAL AMOUNT	$4063	40

DATE COMPLETED: / /
WORK ORDERED BY:

Signature CLINT

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

I hereby acknowledge the satisfactory completion of the above described work.

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER

30925

DATE OF ORDER: 10-2-25

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				/ /

BILL TO: NBRID - POPPY

ORDER TAKEN BY:

ADDRESS:

CITY:

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

JOB NAME AND LOCATION: POPPY

JOB PHONE:

DESCRIPTION OF WORK:

SAW CUT SQUARE READY FOR EXCAVATION

2 HR - CLINT $300 —
2 HR - ANDREW $200 —

TOTAL MATERIALS		
TOTAL LABOR	500	—
TRUCKING		
TAX		
TOTAL AMOUNT	$500	—

DATE COMPLETED: / /

WORK ORDERED BY:

Signature CLINT

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

I hereby acknowledge the satisfactory completion of the above described work.

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER
30871

DATE OF ORDER: 10/2/25

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				/ /

BILL TO: NBRID

ORDER TAKEN BY:

ADDRESS:

CITY:

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

JOB NAME AND LOCATION:

Poppy Repair P.W. Extras

JOB PHONE:

DESCRIPTION OF WORK:

Andrew laborer 2hr. @ 18.55 $ 37.10
Brandon laborer 8hr. @ 41.55 $ 332.40

TOTAL MATERIALS		
TOTAL LABOR	369	50
TRUCKING		
TAX		
TOTAL AMOUNT	$369	50

DATE COMPLETED: / /

WORK ORDERED BY:

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Reserved – Not Used.

EXHIBIT C
INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Contractor shall provide workers compensation insurance for the performance of any of Contractor's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS ($2,000,000) per accident for bodily injury or disease, all with and a waiver of subrogation. Contractor shall provide District with certification of all such coverages upon request by District's Risk Manager.

C.2 Liability Insurance. Contractor shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

C.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS ($2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Contractor or any officer, agent, or employee of Contractor under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

C.2.2 Professional Liability/Errors and Omissions. Not required.

C.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Contractor's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Contractor or Contractor's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Contractor shall provide evidence of personal auto liability coverage for each such person upon request.

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of District's Risk Manager, demonstrated by other evidence of coverage acceptable to District's Risk Manager, which shall be filed by Contractor with the District Engineer prior to commencement of the Scope of Services.

C.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Agreement by its District number or title and department; shall be kept current during the term of this Agreement; shall provide that District shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

C.3.2 Multiple Insureds. The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Contractor shall also file with the evidence of coverage an endorsement from the insurance provider naming District, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Contractor shall file an endorsement waiving subrogation with the evidence of coverage.

C.3.4 Additional Requirements. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Contractor not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of District shall pertain only to liability for activities of Contractor under this Agreement, and that the insurance provided is primary coverage to District with respect to any insurance or self-insurance programs maintained by District. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

C.4 Copies of Policies. Upon request by District's Risk Manager, Contractor shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by District's Risk Manager, which approval shall not be denied unless the District's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Contractor by this Agreement. At the option of and upon request by District's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects District, its officers, employees, agents, and

volunteers or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

EXHIBIT D
CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is "public works" subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

D.1 Payment of Prevailing Wages. Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Contractor shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. Contractor and all subcontractors shall also furnish the records to District at District's request. Contractor shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and District as required by this paragraph.

D.3.1 If Contractor and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Contractor and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 District may require Contractor and its subcontractors to prepare and submit records specified in section 1776 to District and the Labor Commissioner on a weekly basis, at no additional cost to District.

D.4 Apprentices. Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. Contractor is responsible for compliance for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n), and could be penalized for violations of its subcontractors pursuant to California Labor Code section 1777.7.

D.5 Working Hours. Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Contractor and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of $25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Contractor is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Contractor certifies that:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract."

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. District must withhold contract payments from Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Contractor and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Contractor is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 District may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Contractor shall provide the list within ten (10) working days of District's request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT
AGREEMENT NO. 260290B

AGREEMENT FOR MINOR CONSTRUCTION, REPAIR OR MAINTENANCE

THIS AGREEMENT is made and entered into in Napa County, California, by and between the Napa Berryessa Resort Improvement District, hereinafter referred to as "District," and Pridmore Brothers Construction, Inc., whose address is 1305 Capell Valley Road, Napa, CA 94558, hereinafter referred to as "Contractor."

RECITALS

A. On October 29, 2025, the District's redundant raw water intake 30 Hp submersible pump failed, requiring immediate replacement to ensure a sustainable water supply for the Berryessa Highlands community. Contractor and District staff discovered an extraordinary amount of sediment during retrieval of the submersible pump and discharge pipe assembly.

B. Multiple November 2025 atmospheric storm events created intense runoff from the water treatment plant directly above the intake diversion location. Overland and channelized runoff was undermining the access road, causing high source water turbidity negatively impairing the treatment process. Additional grade work was required to redirect stormwater runoff away from the dual intakes.

C. The immediate replacement of the pump and drainage modifications were necessary to avoid water supply outages and prevent turbidity from exceeding permit limits.

D. Contractor was selected to perform the work without competitive bidding due to exigent circumstances of the access road failing and loss of water service to customers if the pump was not immediately replaced.

E. Contractor is and was willing to provide the required services to District under the terms and conditions set forth herein and, due to exigent circumstances and the need to have the repair services performed before this Agreement could be prepared and put in place, but with the understanding that this Agreement would be entered into, Contractor commenced performance of the services required and is entitled to be compensated for the services rendered to date and any remaining services required and performed hereunder.

F. For good and valuable consideration, the sufficiency of which is acknowledged, District and Contractor agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF WORK

1.1 Scope of Work. Contractor shall perform the scope of work described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals, Request for Quotes, or Invitation for Bids issued by District (if any), and Contractor's proposal, quote, or bid.

1.2 Schedule. Contractor shall perform and complete the scope of work in accordance with the schedule set forth in Exhibit A. Contractor shall further perform the scope of work in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A.

1.3 Warranty. Contractor warrants to District that any construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in this Agreement, of good quality, in conformance with the scope of work, Exhibits and any attachments thereto, and free of defects in materials and workmanship. Contractor shall correct or replace any work not in conformance with this warranty at its own cost and expense, if notified by District within one year after the date the project is complete, unless a longer period is specified by the Contract Documents.

1.4 Warranty Response Time. Contractor shall take reasonable steps to commence performance of warranty work within seven days of receipt of written notice from District unless otherwise agreed by the parties. If Contractor fails to commence such steps within the seven day or other agreed-upon period, District may, in addition to any other remedies provided under the Contract Documents, commence performance of such warranty work without further written notice to Contractor. If District takes such corrective action, Contractor shall be responsible for all reasonable costs incurred by District in performing the warranty work, including but not limited to the cost of District staff time and the amount paid to another contractor to perform the warranty work.

1.5 Other Remedies. This Article applies only to Contractor's obligation to correct warranty work and is not intended to constitute a period of limitations or waiver of any other rights or remedies District may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall be effective retroactively to October 29, 2025. This Agreement shall expire one year after completion of the scope of services, unless terminated earlier in accordance with this Article.

2.2 Termination for Convenience. District may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of

such termination to Contractor. The termination of the Agreement shall be effective 30 days after receipt of the notice by Contractor. After receipt of notice of termination of all or any portion of the Agreement, Contractor shall immediately discontinue the work (unless the notice directs otherwise) and complete any additional work necessary for the orderly cessation of labor, filing of any documents, and demobilization from the jobsite. District shall pay Contractor for the scope of work satisfactorily performed before the effective date of termination, and reasonable costs incurred by Contractor in securing the jobsite and demobilizing. Contractor shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

2.3 Termination for Cause. District may terminate this Agreement for default if Contractor fails to satisfactorily perform any material obligation required by this Agreement. Default includes Contractor's failure to timely perform the scope of work in accordance with the schedule. If Contractor fails to satisfactorily cure a default within 10 days of receiving written notice from District specifying the nature of the default, District may immediately terminate this Agreement, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Agreement. The rights and remedies of District enumerated in this paragraph are in addition to and independent of District's rights under any other provision of this Agreement and any right or remedy available to District at law or in equity.

2.3.1 Absence of Default. If after District gives notice of termination for cause, it is determined that Contractor was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of District under paragraph 2.2.

2.4 District Engineer's Authority. The District Engineer or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

ARTICLE III – COMPENSATION

3.1 Amount of Compensation. District shall pay Contractor for satisfactory performance of the scope of work, as follows:

3.1.1 Rates. District shall pay Contractor the fixed price of Thirty-Five Thousand Eight Hundred Thirty-Six Dollars and Eighteen Cents ($35,836.18).

3.1.2 Expenses. All expenses are included in the fixed price. No other expenses will be reimbursed by the District.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of Thirty-Five Thousand Eight Hundred Thirty-Six Dollars and Eighteen Cents ($35,836.18).

3.2 Payment Process. Contractor will submit three invoices in arrears for the work performed to the District Engineer who will review the invoices to confirm their contents match the work performed during the period covered by the invoices. If approved, the invoices will be forwarded to the Napa County Auditor for payment no later than 15 days following the date this Agreement is approved by the Board of Supervisors.

3.2.1 Content of Invoices. Invoices shall be in a form acceptable to the Napa County Auditor and include Contractor's name, address, Social Security or Taxpayer Identification Number, and the District Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the work, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and Contractor presents monthly invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow Contractor to be paid the equivalent percentage of the fixed price.

3.2.2 Expenses. If the Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. Receipts must be included with the invoice.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the term of this Agreement may extend over multiple District fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. District is not obligated to pay Contractor, nor is Contractor obligated to perform further work, if sufficient funds have not been appropriated and authorized by the Governing Board of the District.

ARTICLE IV – BONDS AND INSURANCE

4.1 Insurance. Prior to commencing the scope of work, Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

4.2 Inclusion in Subcontracts. Contractor shall require its subcontractors and any other entity or person performing work under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

4.3 Performance and Payment Bonds. If the maximum amount of this Agreement in paragraph 3.1.3 exceeds $25,000.00, excluding the cost of any maintenance work, Contractor shall furnish and maintain the following performance and payment bonds for the duration of this Agreement, each in the amount set forth in paragraph 3.1.3 above.

4.3.1 Performance Bond. A performance bond to guarantee faithful performance of the Agreement and associated work, in conformance with the Scope of Services and project schedule.

4.3.2 Payment Bond. A payment bond to satisfy claims of material suppliers and of mechanics and laborers employed on the project. The payment bond shall be maintained by Contractor in full force and effect until the project is accepted by County and until all claims for materials and labor are paid, and shall otherwise comply with all applicable laws.

4.3.3 Licensed Surety. All bonds shall be issued by such sureties which are admitted insurers in the State of California and are subject to regulation by the California Department of Insurance. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold harmless District and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Contractor or its officers, agents, employees, volunteers, contractors and subcontractors in performing work under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of District or its officers, agents, employees, volunteers, or representatives. Each party shall promptly notify the other party in writing of any third-party claims related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

5.2 Effect of Insurance. The provisions of this Article are not limited by the requirements of Article IV related to insurance.

5.3 Enforcement Costs. Contractor shall reimburse any and all costs District incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

5.4 Survival. This Article shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

ARTICLE VI – MANDATORY DISTRICT PROVISIONS

6.1 Compliance with County Policies. Contractor shall comply, and require its employees and subcontractors to comply, with the following policies, copies of which are available on Napa County's website at https://www.countyofnapa.org/771/Purchasing and are hereby incorporated by reference.

6.1.1 Napa County "Waste Source Reduction and Recycled Product Content Procurement Policy," which is found in the Napa County Policy Manual Part I, Section 8D.

6.1.2 Napa County "Discrimination, Harassment and Retaliation Prevention Policy," which is found in the Napa County Policy Manual Part I, Section 37K.

6.1.3 Napa County "Drug and Alcohol Policy," which is found in the Napa County Policy Manual Part I, Section 37O.

6.1.4 "Napa County Information Technology Use and Security Policy" which is found in the Napa County Policy Manual Part I, Section 31A.

6.1.5 Napa County "Workplace Violence Policy," which is found in the Napa County Policy Manual Part I, Section 37U.

6.2 Inducement of District Employees. Contractor shall not permit its officers, agents, or employees to engage in any activities during the performance of the work under this Agreement that would interfere with compliance or induce violation of these policies by District employees or contractors.

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. Contractor shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Contractor shall comply immediately with all directives issued by District or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

7.2 Conflict of Interest. Contractor acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Contractor hereby covenants that it presently has no interest not disclosed to District and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of work under this Agreement. Contractor further warrants that it is unaware of any financial or economic interest of any public officer or employee of District relating to this Agreement. Violation of this paragraph by Contractor is a material breach of this Agreement which may result in termination of the Agreement for cause.

7.3 Taxes. Contractor shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Contractor shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Contractor shall indemnify and hold District harmless from any liability it may incur to the United States or the State of California if Contractor fails to pay or withhold, when due, all such taxes and obligations. If District is audited for compliance regarding any withholding or other applicable taxes or amounts, Contractor shall furnish District with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from District.

7.4 Prevailing Wage Requirements. The scope of work includes "public works" as defined in the California Labor Code. Contractor shall comply with all State prevailing wage requirements, including but not limited to those set forth in Exhibit D.

7.5 Clayton and Cartwright Acts. Pursuant to California Public Contract Code section 7103.5, in entering into this Agreement the Contractor offers and agrees to assign to District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgment by the parties.

7.6 Trenching and Excavation. If this Agreement involves digging trenches or other excavations that extend deeper than four feet below the surface and Contractor encounters any of the conditions described below, Contractor shall promptly notify District in writing before the conditions are disturbed. The parties will address the conditions in accordance with California Public Contract Code section 7104.

7.6.1 Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

7.6.2 Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

7.6.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Contractor Claims. If Contractor submits a claim for a time extension, extra work, or payment of an amount disputed by District, that arises from construction or repair work, the parties shall attempt to resolve the dispute in accordance with the procedure set forth in Public Contract Code section 9204. The mediation provisions in this Article apply to the mediation required by Public Contract Code section 9204. If Contractor's claim arises solely from maintenance work, the parties shall proceed directly to dispute resolution under paragraph 8.2 below.

8.2 Mandatory Non-binding Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

8.3 Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

8.4 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days, unless a longer period is mutually agreed to in writing by Contractor and District. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

8.5 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though District's recommendation of settlement may be subject to the approval of the Governing Board of the District. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

8.6 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Contractor shall provide District with access to Contractor's records which are reasonably necessary for District to review or audit Contractor's compliance with the provisions of this Agreement. Contractor shall provide such access within 10 business days after written request by District, either by providing copies of the requested records to District or allowing District to inspect and photocopy the records at Contractor's place of business where the records are kept. Contractor shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

9.2 Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party 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. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

DISTRICT	CONTRACTOR
Christopher Silke, P.E. District Engineer Napa Berryessa Resort Improvement District 1195 Third Street, Suite 101 Napa, CA 94559	Gil Pridmore, President Pridmore Brothers Construction, Inc. 1305 Capell Valley Road Napa, CA 94558

9.3 Independent Contractors. Contractor and its subcontractors, if any, are independent contractors and not agents of District. Any provisions of this Agreement that may appear to give District any right to direct Contractor concerning the details of performing the scope of work, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of District concerning the end results of the performance.

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the work to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the

document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

9.4.1 This Agreement.
9.4.2 The Exhibits to this Agreement.
9.4.3 The RFQ or RFP issued by District.
9.4.4 Contractor's bid or proposal.

9.5 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

9.6 Third Party Beneficiaries. Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than District and Contractor shall have the right to enforce any of the provisions of this Agreement.

9.7 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subcontractors, consultants and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party is entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

9.8 Confidentiality. All work performed by Contractor and any subcontractors, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of District. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of District. Contractor shall not disclose records or other information provided by District under this Agreement to any third party, except as necessary to perform the scope of work, unless the records or information: (1) were publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by District; (2) subsequently become publicly known through no act or omission of Contractor; or (3) otherwise become known to Contractor other than through disclosure by District.

9.9 Insolvency. Contractor shall notify District if Contractor enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of District contract numbers and contracting offices for all District contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

9.10 Attorney's Fees. If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred before or during mediation.

9.11 Venue. This Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

9.12 Exhibits Incorporated. All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

9.13 District Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of District as a special district of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of District in its governmental or regulatory capacity.

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.3 (Warranty), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

9.15 Severability. Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated

provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

9.16 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Contractor to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

9.17 No Waivers. Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

9.18 No Assignments. Contractor may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without District's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at District's sole discretion. In no event shall any putative assignment create a contractual relationship between District and any putative assignee.

9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

9.21 Electronic Signatures and Counterparts. By executing this Agreement, all parties consent and agree that any electronic signature, as defined by Civil Code section 1633.2(h), affixed hereto shall have the full force and effect as a wet or manual signature. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Agreement is executed by District, acting by and through the Chair of its Governing Board, and by Contractor through its duly authorized officer(s).

PRIDMORE BROTHERS CONSTRUCTION, INC.

By _____
Gil Pridmore, President

By _____
Clinton Pridmore, Vice President

NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT, a special district of the State of California

By _____
AMBER MANFREE, Chair of the Governing Board

APPROVED AS TO FORM Office of County Counsel By: *Thomas C. Zeleny* Chief Deputy County Counsel Date: February 3, 2026 FV 13110736	APPROVED BY THE BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT Date: _____ Processed By: _____ Deputy Secretary of the District	ATTEST: NEHA HOSKINS Secretary of the District By: _____

EXHIBIT A
SCOPE OF WORK

I. Description of Work

Contractor provided the labor, materials, tools, equipment, trucks and other appurtenances to replace the failed redundant raw water intake pump and redirect drainage away from the access road to the intake facility. For itemization of the work scope, refer to the Pridmore Brothers Construction Invoices No. 641304 dated November 13, 2025, Invoice No. 641335 dated January 19, 2026, and Invoice No. 641336 dated January 19, 2026 all attached hereto and incorporated by reference as Attachment 1.

II. Schedule

Contractor completed the Scope of Work on December 23, 2025.

Pridmore Brothers Construction, Inc.

1305 Capell Valley Road
Napa, CA 94558

Invoice

Date	Invoice #
11/13/2025	641304

Bill To	Ship To
Napa Berryessa Resort Improvement Dist 1195 Third St. Rm 201 Attn: Anna Maria	Water Plant Pump Pull

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		11/13/2025			

Quantity	Item Code	Description	Price Each	Amount
		Work Order #30877	0.00	0.00
	Contracting	Labor & Equipment	14,400.00	14,400.00
	Contracting	Prevailing Wages Extras	2,282.40	2,282.40
		Sales Tax	7.75%	0.00

Total $16,682.40

Phone #
(707) 224-0682

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER
30877

DATE OF ORDER: 10/29/25

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				10/29/25

BILL TO: NBRID

ORDER TAKEN BY:

ADDRESS:

CITY:

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

JOB NAME AND LOCATION: 10/29 10/30 11/3

Water Plant Pump -3 Days

JOB PHONE:

DESCRIPTION OF WORK:

Pulled Pump From Water Plant 280 Ft.

SVL 97 w/winch 30hr. Gil $8400⁻

Laborer 30hr. Matty $3000⁻

laborer 30hr. Tanner $3000⁻

P.W. Extras

Tanner Laborer 30hr. @ $42.54 $1276.20

Matty/ Laborer 30hr. @ $33.54 $1006.20

TOTAL MATERIALS		
TOTAL LABOR	16,682	40
TRUCKING		
TAX		
TOTAL AMOUNT	$16,682	40

DATE COMPLETED: / /

WORK ORDERED BY:

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

Pridmore Brothers Construction, Inc.

1305 Capell Valley Road
Napa, CA 94558

Invoice

Date	Invoice #
1/19/2026	641335

Bill To	Ship To
Napa Berryessa Resort Improvement Dist 1195 Third St. Rm 201 Attn: Anna Maria	Water Plant Drainage

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		1/19/2026			

Quantity	Item Code	Description	Price Each	Amount
	Contracting	Labor & Equipment	4,325.00	4,325.00
	Contracting	Prevailing Wage Extras	823.30	823.30
		Sales Tax	7.75%	0.00

Total $5,148.30

Phone #
(707) 224-0682

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER

31208

DATE OF ORDER

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				12/23/25

BILL TO: NMRID

ADDRESS:

CITY: Drainage

ORDER TAKEN BY:

☒ DAY WORK
☐ CONTRACT
☐ EXTRA

JOB NAME AND LOCATION: Down Spout & Surface Drainage At Water Plant

JOB PHONE:

DESCRIPTION OF WORK: Shape Ditches Away from Intake Road.

Mini x 40 Jimmy - 10 hrs $1850—

Jimmy Mini x 55 5 hrs $975—

* Gil Foreman 10 hrs $1500—

* Gil is an owner/operator and does not qualify for Prevailing wage.

TOTAL MATERIALS	4325	—
TOTAL LABOR		
TRUCKING		
TAX		
TOTAL AMOUNT	$4325	—

DATE COMPLETED: / /

WORK ORDERED BY:

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER

31210

DATE OF ORDER: 12/23/25

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				/ /

BILL TO: NBRID

ORDER TAKEN BY:

ADDRESS:

CITY:

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

JOB NAME AND LOCATION: NBRID Draincage Prevailing Wage

JOB PHONE:

DESCRIPTION OF WORK:

Jimmy operator 10hr. @ 59.22 $592.20

Timmy operator 5hr. @ 46.22 $231.10

* Gil 10hr. Ø

* Gil is an owner/operator and does not qualify for prevailing wage.

TOTAL MATERIALS		
TOTAL LABOR	823	30
TRUCKING		
TAX		
TOTAL AMOUNT	$823	30

DATE COMPLETED: / /

WORK ORDERED BY:

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

Pridmore Brothers Construction, Inc.

1305 Capell Valley Road
Napa, CA 94558

Invoice

Date	Invoice #
1/19/2026	641336

Bill To	Ship To
Napa Berryessa Resort Improvement Dist 1195 Third St. Rm 201 Attn: Anna Maria	Water Intake

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		1/19/2026			

Quantity	Item Code	Description	Price Each	Amount
		Work Order #31131		
	Contracting	Labor & Equipment	4,250.00	4,250.00
		Work Order #31129		
	Contracting	Labor & Equipment	5,100.00	5,100.00
		Work Order #31132		
	Contracting	Labor & Equipment	1,250.00	1,250.00
	Contracting	Prevailing Wage Extras	3,405.48	3,405.48
		Sales Tax	7.75%	0.00

Total $14,005.48

Phone #
(707) 224-0682

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER
31131

DATE OF ORDER: 12/15/25

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				/ /

BILL TO: NBRID

ORDER TAKEN BY:

ADDRESS:

CITY:

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

JOB NAME AND LOCATION: NBRID Intake

JOB PHONE:

DESCRIPTION OF WORK:

NBRID Water Intake install.

Foreman T&T	10 hr. Gil *	$1500—
Backhoe	5 hr. Andrew	+ 1000—
Skidsteer	5 hr. Tanner	$750—
Operator	5 hr. Andrew	$500—
Operator	5 hr. Tanner	$500—
laborer	6 hr. Jeff	$700—

* Gil is an owner/operator and does not qualify for Prevailing Wage

TOTAL MATERIALS		
TOTAL LABOR	4250	—
TRUCKING		
TAX		
TOTAL AMOUNT	$4250	—

DATE COMPLETED: / /

WORK ORDERED BY: Chris Silke

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER
31129

DATE OF ORDER: 12/16/25

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				/ /

BILL TO: NBRID

ORDER TAKEN BY:

ADDRESS:

CITY:

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

JOB NAME AND LOCATION: NBRID Intake

JOB PHONE:

DESCRIPTION OF WORK:

NBRID Water Intake install

Foreman T&T	12 hr. Gil *	$1800—
Backhoe	6 hr. Andrew	$1200—
Skidsteer	6 hr. Tanner	$900—
Operator	6 hr. Andrew	$600—
Operator	6 hr. Tanner	$600—
Driver	1.5hr. Jeff	$225—

TOTAL MATERIALS		
TOTAL LABOR	5100	—
TRUCKING		
TAX		
TOTAL AMOUNT	$5100	—

* Gil is an owner/operator and does not qualify for Prevailing Wage

DATE COMPLETED: / /

WORK ORDERED BY: Chris Silke

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER

31132

DATE OF ORDER: 12/17/25

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				/ /

BILL TO: NBRID

ORDER TAKEN BY:

ADDRESS:

CITY:

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

JOB NAME AND LOCATION: NBRID Intake

JOB PHONE:

DESCRIPTION OF WORK:

NBRID Water Intake install

Foreman T&T	9 hr. Andrew	$1350—
Operator	5hr. Mike	$500—
Driver	1.5hr. Jeff	$225—

TOTAL MATERIALS		
TOTAL LABOR	1250	—
TRUCKING		
TAX		
TOTAL AMOUNT	$1250	—

DATE COMPLETED: / /

WORK ORDERED BY: Chris Silva

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER

31142

DATE OF ORDER: 12/15/25

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				/ /

BILL TO: NBRID

ORDER TAKEN BY:

ADDRESS:

CITY:

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

JOB NAME AND LOCATION:

JOB PHONE:

DESCRIPTION OF WORK: Water Intake Prevailing Wage

Gil Foreman hr. 0*

Andrew operator 29hr. S.T. @46.22 = 1340.38
Andrew operator 2hr. O.T. @77.90 = 155.80

Tanner Operator 20hr. S.T. @70.22 = 1404.40
Tanner Operator 2hr. O.T. @ 101.90 = 203.80

Mike Operator 5hr. S.T. @ 60.22 = 301.10

*Gil is an owner/operator and does not qualify for prevailing wage.

TOTAL MATERIALS		
TOTAL LABOR	3405	48
TRUCKING		
TAX		
TOTAL AMOUNT	$3405	48

DATE COMPLETED / /

WORK ORDERED BY:

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Reserved – Not Used.

EXHIBIT C
INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Contractor shall provide workers compensation insurance for the performance of any of Contractor's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS ($2,000,000) per accident for bodily injury or disease, all with and a waiver of subrogation. Contractor shall provide District with certification of all such coverages upon request by District's Risk Manager.

C.2 Liability Insurance. Contractor shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

C.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS ($2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Contractor or any officer, agent, or employee of Contractor under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

C.2.2 Professional Liability/Errors and Omissions. Not required.

C.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Contractor's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Contractor or Contractor's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Contractor shall provide evidence of personal auto liability coverage for each such person upon request.

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of District's Risk Manager, demonstrated by other evidence of coverage acceptable to District's Risk Manager, which shall be filed by Contractor with the District Engineer prior to commencement of the Scope of Services.

C.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Agreement by its District number or title and department; shall be kept current during the term of this Agreement; shall provide that District shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

C.3.2 Multiple Insureds. The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Contractor shall also file with the evidence of coverage an endorsement from the insurance provider naming District, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Contractor shall file an endorsement waiving subrogation with the evidence of coverage.

C.3.4 Additional Requirements. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Contractor not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of District shall pertain only to liability for activities of Contractor under this Agreement, and that the insurance provided is primary coverage to District with respect to any insurance or self-insurance programs maintained by District. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

C.4 Copies of Policies. Upon request by District's Risk Manager, Contractor shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by District's Risk Manager, which approval shall not be denied unless the District's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Contractor by this Agreement. At the option of and upon request by District's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects District, its officers, employees, agents, and

volunteers or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

EXHIBIT D
CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is "public works" subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

D.1 Payment of Prevailing Wages. Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Contractor shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. Contractor and all subcontractors shall also furnish the records to District at District's request. Contractor shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and District as required by this paragraph.

D.3.1 If Contractor and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Contractor and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 District may require Contractor and its subcontractors to prepare and submit records specified in section 1776 to District and the Labor Commissioner on a weekly basis, at no additional cost to District.

D.4 Apprentices. Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. Contractor is responsible for compliance for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n), and could be penalized for violations of its subcontractors pursuant to California Labor Code section 1777.7.

D.5 Working Hours. Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Contractor and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of $25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Contractor is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Contractor certifies that:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract."

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. District must withhold contract payments from Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Contractor and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Contractor is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 District may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Contractor shall provide the list within ten (10) working days of District's request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT
AGREEMENT NO. 260291B

AGREEMENT FOR MINOR CONSTRUCTION, REPAIR OR MAINTENANCE

THIS AGREEMENT is made and entered into in Napa County, California, by and between the Napa Berryessa Resort Improvement District, hereinafter referred to as "District," and Pridmore Brothers Construction, Inc., whose address is 1305 Capell Valley Road, Napa, CA 94558, hereinafter referred to as "Contractor."

RECITALS

A. High turbidities and amorphous debris from plant fragments in Lake Berryessa can be a perennial winter problem for the Roberts Pacer II contact clarifier / deep bed media filtration units. Pre-settling tanks are needed to agglomerate coagulated particles and settle solids within the tanks upstream of the Roberts Pacer II treatment units. Without the pretreatment tanks online the District could face Division of Drinking Water Operating Permit violations exceeding the turbidity standard.

B. Commissioning the pre-settling tanks to enhance water treatment performance prior to forecasted atmospheric river storms in December 2025 was paramount for regulatory compliance purposes and maintaining safe drinking water.

C. Contractor was selected to perform the work without competitive bidding due to exigent circumstances of a disruption to water plant operations and supply and or possible violations of regulatory requirements if the plant was allowed to remain in service without the necessary modifications to the settling tanks and because the contract amount is below the threshold for competition.

D. Contractor is and was willing to provide the required services to District under the terms and conditions set forth herein and, due to exigent circumstances and the need to have the repair services performed before this Agreement could be prepared and put in place, but with the understanding that this Agreement would be entered into, Contractor commenced performance of the services required and is entitled to be compensated for the services rendered to date and any remaining services required and performed hereunder.

E. For good and valuable consideration, the sufficiency of which is acknowledged, District and Contractor agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF WORK

1.1 Scope of Work. Contractor shall perform the scope of work described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals, Request for Quotes, or Invitation for Bids issued by District (if any), and Contractor's proposal, quote, or bid.

1.2 Schedule. Contractor shall perform and complete the scope of work in accordance with the schedule set forth in Exhibit A. Contractor shall further perform the scope of work in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A.

1.3 Warranty. Contractor warrants to District that any construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in this Agreement, of good quality, in conformance with the scope of work, Exhibits and any attachments thereto, and free of defects in materials and workmanship. Contractor shall correct or replace any work not in conformance with this warranty at its own cost and expense, if notified by District within one year after the date the project is complete, unless a longer period is specified by the Contract Documents.

1.4 Warranty Response Time. Contractor shall take reasonable steps to commence performance of warranty work within seven days of receipt of written notice from District unless otherwise agreed by the parties. If Contractor fails to commence such steps within the seven day or other agreed-upon period, District may, in addition to any other remedies provided under the Contract Documents, commence performance of such warranty work without further written notice to Contractor. If District takes such corrective action, Contractor shall be responsible for all reasonable costs incurred by District in performing the warranty work, including but not limited to the cost of District staff time and the amount paid to another contractor to perform the warranty work.

1.5 Other Remedies. This Article applies only to Contractor's obligation to correct warranty work and is not intended to constitute a period of limitations or waiver of any other rights or remedies District may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall be effective retroactively to December 18, 2025. This Agreement shall expire one year after completion of the scope of services, unless terminated earlier in accordance with this Article.

2.2 Termination for Convenience. District may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of

such termination to Contractor. The termination of the Agreement shall be effective 30 days after receipt of the notice by Contractor. After receipt of notice of termination of all or any portion of the Agreement, Contractor shall immediately discontinue the work (unless the notice directs otherwise) and complete any additional work necessary for the orderly cessation of labor, filing of any documents, and demobilization from the jobsite. District shall pay Contractor for the scope of work satisfactorily performed before the effective date of termination, and reasonable costs incurred by Contractor in securing the jobsite and demobilizing. Contractor shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

2.3 Termination for Cause. District may terminate this Agreement for default if Contractor fails to satisfactorily perform any material obligation required by this Agreement. Default includes Contractor's failure to timely perform the scope of work in accordance with the schedule. If Contractor fails to satisfactorily cure a default within 10 days of receiving written notice from District specifying the nature of the default, District may immediately terminate this Agreement, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Agreement. The rights and remedies of District enumerated in this paragraph are in addition to and independent of District's rights under any other provision of this Agreement and any right or remedy available to District at law or in equity.

2.3.1 Absence of Default. If after District gives notice of termination for cause, it is determined that Contractor was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of District under paragraph 2.2.

2.4 District Engineer's Authority. The District Engineer or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

ARTICLE III – COMPENSATION

3.1 Amount of Compensation. District shall pay Contractor for satisfactory performance of the scope of work, as follows:

3.1.1 Rates. District shall pay Contractor the fixed price of Thirty-Eight Thousand Seventy-Four Dollars and Eighty-Five Cents ($38,074.85).

3.1.2 Expenses. All expenses are included in the fixed price. No other expenses will be reimbursed by the District.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of Thirty-Eight Thousand Seventy-Four Dollars and Eighty-Five Cents ($38,074.85).

3.2 Payment Process. Contractor will submit one invoice in arrears for the work performed to the District Engineer who will review the invoice to confirm its contents match the work performed during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor for payment no later than 15 days following the date this Agreement is approved by the Board of Supervisors.

3.2.1 Content of Invoices. Invoices shall be in a form acceptable to the Napa County Auditor and include Contractor's name, address, Social Security or Taxpayer Identification Number, and the District Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the work, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and Contractor presents monthly invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow Contractor to be paid the equivalent percentage of the fixed price.

3.2.2 Expenses. If the Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. Receipts must be included with the invoice.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the term of this Agreement may extend over multiple District fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. District is not obligated to pay Contractor, nor is Contractor obligated to perform further work, if sufficient funds have not been appropriated and authorized by the Governing Board of the District.

ARTICLE IV – BONDS AND INSURANCE

4.1 Insurance. Prior to commencing the scope of work, Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

4.2 Inclusion in Subcontracts. Contractor shall require its subcontractors and any other entity or person performing work under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

4.3 Performance and Payment Bonds. If the maximum amount of this Agreement in paragraph 3.1.3 exceeds $25,000.00, excluding the cost of any maintenance work, Contractor shall furnish and maintain the following performance and payment bonds for the duration of this Agreement, each in the amount set forth in paragraph 3.1.3 above.

4.3.1 Performance Bond. A performance bond to guarantee faithful performance of the Agreement and associated work, in conformance with the Scope of Services and project schedule.

4.3.2 Payment Bond. A payment bond to satisfy claims of material suppliers and of mechanics and laborers employed on the project. The payment bond shall be maintained by Contractor in full force and effect until the project is accepted by County and until all claims for materials and labor are paid, and shall otherwise comply with all applicable laws.

4.3.3 Licensed Surety. All bonds shall be issued by such sureties which are admitted insurers in the State of California and are subject to regulation by the California Department of Insurance. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold harmless District and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Contractor or its officers, agents, employees, volunteers, contractors and subcontractors in performing work under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of District or its officers, agents, employees, volunteers, or representatives. Each party shall promptly notify the other party in writing of any third-party claims related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

5.2 Effect of Insurance. The provisions of this Article are not limited by the requirements of Article IV related to insurance.

5.3 Enforcement Costs. Contractor shall reimburse any and all costs District incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

5.4 Survival. This Article shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

ARTICLE VI – MANDATORY DISTRICT PROVISIONS

6.1 Compliance with County Policies. Contractor shall comply, and require its employees and subcontractors to comply, with the following policies, copies of which are available on Napa County's website at https://www.countyofnapa.org/771/Purchasing and are hereby incorporated by reference.

6.1.1 Napa County "Waste Source Reduction and Recycled Product Content Procurement Policy," which is found in the Napa County Policy Manual Part I, Section 8D.

6.1.2 Napa County "Discrimination, Harassment and Retaliation Prevention Policy," which is found in the Napa County Policy Manual Part I, Section 37K.

6.1.3 Napa County "Drug and Alcohol Policy," which is found in the Napa County Policy Manual Part I, Section 37O.

6.1.4 "Napa County Information Technology Use and Security Policy" which is found in the Napa County Policy Manual Part I, Section 31A.

6.1.5 Napa County "Workplace Violence Policy," which is found in the Napa County Policy Manual Part I, Section 37U.

6.2 Inducement of District Employees. Contractor shall not permit its officers, agents, or employees to engage in any activities during the performance of the work under this Agreement that would interfere with compliance or induce violation of these policies by District employees or contractors.

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. Contractor shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Contractor shall comply immediately with all directives issued by District or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

7.2 Conflict of Interest. Consultant acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Contractor hereby covenants that it presently has no interest not disclosed to District and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of work under this Agreement. Contractor further warrants that it is unaware of any financial or economic interest of any public officer or employee of District relating to this Agreement. Violation of this paragraph by Contractor is a material breach of this Agreement which may result in termination of the Agreement for cause.

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold District harmless from any liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If District is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish District with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from District.

7.4 Prevailing Wage Requirements. The scope of work includes "public works" as defined in the California Labor Code. Contractor shall comply with all State prevailing wage requirements, including but not limited to those set forth in Exhibit D.

7.5 Clayton and Cartwright Acts. Pursuant to California Public Contract Code section 7103.5, in entering into this Agreement the Contractor offers and agrees to assign to District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgment by the parties.

7.6 Trenching and Excavation. If this Agreement involves digging trenches or other excavations that extend deeper than four feet below the surface and Contractor encounters any of the conditions described below, Contractor shall promptly notify District in writing before the conditions are disturbed. The parties will address the conditions in accordance with California Public Contract Code section 7104.

7.6.1 Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

7.6.2 Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

7.6.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Contractor Claims. If Contractor submits a claim for a time extension, extra work, or payment of an amount disputed by District, that arises from construction or repair work, the parties shall attempt to resolve the dispute in accordance with the procedure set forth in Public Contract Code section 9204. The mediation provisions in this Article apply to the mediation required by Public Contract Code section 9204. If Contractor's claim arises solely from maintenance work, the parties shall proceed directly to dispute resolution under paragraph 8.2 below.

8.2 Mandatory Non-binding Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

8.3 Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

8.4 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days, unless a longer period is mutually agreed to in writing by Contractor and District. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

8.5 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though District's recommendation of settlement may be subject to the approval of the Governing Board of the District. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

8.6 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Contractor shall provide District with access to Contractor's records which are reasonably necessary for District to review or audit Contractor's compliance with the provisions of this Agreement. Contractor shall provide such access within 10 business days after written request by District, either by providing copies of the requested records to District or allowing District to inspect and photocopy the records at Contractor's place of business where the records are kept. Contractor shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

9.2 Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party 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. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

DISTRICT	CONTRACTOR
Christopher Silke, P.E. District Engineer Napa Berryessa Resort Improvement District 1195 Third Street, Suite 101 Napa, CA 94559	Gil Pridmore, President Pridmore Brothers Construction, Inc. 1305 Capell Valley Road Napa, CA 94558

9.3 Independent Contractors. Contractor and its subcontractors, if any, are independent contractors and not agents of District. Any provisions of this Agreement that may appear to give District any right to direct Contractor concerning the details of performing the scope of work, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of District concerning the end results of the performance.

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the work to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract

Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

9.4.1 This Agreement.
9.4.2 The Exhibits to this Agreement.
9.4.3 The RFQ or RFP issued by District.
9.4.4 Contractor's bid or proposal.

9.5 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

9.6 Third Party Beneficiaries. Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than District and Contractor shall have the right to enforce any of the provisions of this Agreement.

9.7 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subcontractors, consultants and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party is entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

9.8 Confidentiality. All work performed by Contractor and any subcontractors, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of District. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of District. Contractor shall not disclose records or other information provided by District under this Agreement to any third party, except as necessary to perform the scope of work, unless the records or information: (1) were publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by District; (2) subsequently become publicly known through no act or omission of Contractor; or (3) otherwise become known to Contractor other than through disclosure by District.

9.9 Insolvency. Contractor shall notify District if Contractor enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of District contract numbers and contracting offices for all District contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

9.10 Attorney's Fees. If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred before or during mediation.

9.11 Venue. This Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

9.12 Exhibits Incorporated. All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

9.13 District Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of District as a special district of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of District in its governmental or regulatory capacity.

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.3 (Warranty), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

9.15 Severability. Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated

provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

9.16 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Contractor to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

9.17 No Waivers. Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

9.18 No Assignments. Contractor may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without District's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at District's sole discretion. In no event shall any putative assignment create a contractual relationship between District and any putative assignee.

9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

9.21 Electronic Signatures and Counterparts. By executing this Agreement, all parties consent and agree that any electronic signature, as defined by Civil Code section 1633.2(h), affixed hereto shall have the full force and effect as a wet or manual signature. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Agreement is executed by District, acting by and through the Chair of its Governing Board, and by Contractor through its duly authorized officer(s).

PRIDMORE BROTHERS CONSTRUCTION, INC.

By _____
Gil Pridmore, President

By _____
Clinton Pridmore, Vice President

NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT, a special district of the State of California

By _____
AMBER MANFREE, Chair of the Governing Board

APPROVED AS TO FORM Office of County Counsel By: *Thomas C. Zeleny* Chief Deputy County Counsel Date: January 29, 2026 FV 13110736	APPROVED BY THE BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT Date: _____ Processed By: _____ Deputy Secretary of the District	ATTEST: NEHA HOSKINS Secretary of the District By: _____

EXHIBIT A
SCOPE OF WORK

I. Description of Work

Contractor provided the labor, materials, tools, equipment, trucks and other appurtenances to modify two pre-treatment settling tanks at the water treatment plant. For itemization of the work scope, refer to the Pridmore Brothers Construction Invoice 641334 dated January 19, 2026, attached hereto and incorporated by reference as Attachment 1.

II. Schedule

Contractor completed the Scope of Work on January 6, 2026.

Pridmore Brothers Construction, Inc.

1305 Capell Valley Road
Napa, CA 94558

Attachment 1

Invoice

Date	Invoice #
1/19/2026	641334

Bill To	Ship To
Napa Berryessa Resort Improvement Dist 1195 Third St. Rm 201 Attn: Anna Maria	NBRID Settling Tank

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		1/19/2026			

Quantity	Item Code	Description	Price Each	Amount
		Work Order #31138		
	Contracting	Materials	16,432.79	16,432.79
	Contracting	Labor & Equipment	4,200.00	4,200.00
		Work Order #31206		
	Contracting	Materials	9,086.28	9,086.28
	Contracting	Labor & Equipment	565.00	565.00
		Work Order #31205		
	Contracting	Labor & Equipment	3,500.00	3,500.00
	Trucking	Trucking	600.00	600.00
	Contracting	Prevailing Wage Extras	3,690.78	3,690.78
		Sales Tax	7.75%	0.00

Total $38,074.85

Phone #
(707) 224-0682

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER

31138

DATE OF ORDER

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				12/18/25

BILL TO: NBIRD

ORDER TAKEN BY:

ADDRESS:

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

CITY:

JOB NAME AND LOCATION: Water Plant Intake

pre settling tank

JOB PHONE:

DESCRIPTION OF WORK:

Foreman T&T 10hr. Andrew $1500—

Operator 10 hr. Nick $1000—

Operator 10hr. Mike $1000—

Laborer 7hr. Jeff $700—

- Butt fusion, pipe, fittings, adapters, spacers & misc parts. pace supply $16,432.79

TOTAL MATERIALS	16,432	79
TOTAL LABOR	4200	—
TRUCKING		
TAX		
TOTAL AMOUNT	20,632	79

DATE COMPLETED: / /

WORK ORDERED BY: Chris Silke

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER

31206

DATE OF ORDER

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				12/23/25

BILL TO: NB

ORDER TAKEN BY:

ADDRESS:

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

CITY:

JOB NAME AND LOCATION: Flock Tank Settling

JOB PHONE:

DESCRIPTION OF WORK:
Sourceing Parts for tank
Rec SL, Motion,

Nick 3 hrs Service TR $255—
Brandon 5 hrs service TR $170—
Andrew 2 hrs service TR $170

Motion Supplies	$1074.59	TOTAL MATERIALS	9086	28
Pace Supplies	$7957.60	TOTAL LABOR	565	—
C.V. Supplies	$54.09	TRUCKING		
		TAX		
DATE COMPLETED / /	WORK ORDERED BY Chris Strike	TOTAL AMOUNT	$9651	28

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER
31205

DATE OF ORDER

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				1/6/26

BILL TO: N.B.

ORDER TAKEN BY:

ADDRESS:

CITY:

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

JOB NAME AND LOCATION: Settling tank Water Plant

JOB PHONE:

DESCRIPTION OF WORK:

Plumed tanks in series and Replaced Leaking Bulk Headd Fitting in top of tank.

HRS		
10)	Service truck + Forman – Andrew	$1500
20)	Laborers – Matty K – Nick	$2000
*4)	Driver – Gil	$600

*Gil is an Owner Operator and does not qualify per prevailing wage.

TOTAL MATERIALS		
TOTAL LABOR	3500	—
TRUCKING	600	—
TAX		
TOTAL AMOUNT	$4100	—

DATE COMPLETED: / /

WORK ORDERED BY: Chris Spike

Signature: Nick Gyr

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

I hereby acknowledge the satisfactory completion of the above described work.

PRIDMORE BROTHERS CONSTRUCTION, INC.
1305 Capell Valley Rd.
NAPA, CALIFORNIA, 94558
(707) 224-0682

JOB WORK ORDER
31211

DATE OF ORDER: 12/23/26

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
				/ /

BILL TO: NBRID

ORDER TAKEN BY:

ADDRESS:

CITY:

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

JOB NAME AND LOCATION: Settling tank Install P.W.

JOB PHONE:

DESCRIPTION OF WORK:

Nick labor 13 hr. @ 28.54 $371.02
Nick operator 10 hr. @ 56.22 $562.20

Brandon labor 5hr. @ 38.54 $192.70

Andrew operator 20hr. @70.22 $1404.40
Andrew labor 2hr. @ 18.54 $ 37.08

Mike operator 10hr. @60.22 $602.20

Jeff labor 7hr. @ 26.54 $185.78

Making labor 10hrs. @33.54 $335.40

Gail Ø Does not qualify, owner.

TOTAL MATERIALS	3690	78
TOTAL LABOR		
TRUCKING		
TAX		
TOTAL AMOUNT	$3690	78

DATE COMPLETED: / /

WORK ORDERED BY: Chris Solke

☐ No one home ☐ Total amount due for above work: or ☐ Total billing to be mailed after completion of work

Signature _____

I hereby acknowledge the satisfactory completion of the above described work.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Reserved – Not Used.

EXHIBIT C
INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Contractor shall provide workers compensation insurance for the performance of any of Contractor's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS ($2,000,000) per accident for bodily injury or disease, all with and a waiver of subrogation. Contractor shall provide District with certification of all such coverages upon request by District's Risk Manager.

C.2 Liability Insurance. Contractor shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

C.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS ($2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Contractor or any officer, agent, or employee of Contractor under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

C.2.2 Professional Liability/Errors and Omissions. Not required.

C.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Contractor's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Contractor or Contractor's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Contractor shall provide evidence of personal auto liability coverage for each such person upon request.

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of District's Risk Manager, demonstrated by other evidence of coverage acceptable to District's Risk Manager, which shall be filed by Contractor with the District Engineer prior to commencement of the Scope of Services.

C.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Agreement by its District number or title and department; shall be kept current during the term of this Agreement; shall provide that District shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

C.3.2 Multiple Insureds. The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Contractor shall also file with the evidence of coverage an endorsement from the insurance provider naming District, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Contractor shall file an endorsement waiving subrogation with the evidence of coverage.

C.3.4 Additional Requirements. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Contractor not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of District shall pertain only to liability for activities of Contractor under this Agreement, and that the insurance provided is primary coverage to District with respect to any insurance or self-insurance programs maintained by District. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

C.4 Copies of Policies. Upon request by District's Risk Manager, Contractor shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by District's Risk Manager, which approval shall not be denied unless the District's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Contractor by this Agreement. At the option of and upon request by District's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects District, its officers, employees, agents, and

volunteers or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

EXHIBIT D
CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is "public works" subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

D.1 Payment of Prevailing Wages. Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Contractor shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. Contractor and all subcontractors shall also furnish the records to District at District's request. Contractor shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and District as required by this paragraph.

D.3.1 If Contractor and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Contractor and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 District may require Contractor and its subcontractors to prepare and submit records specified in section 1776 to District and the Labor Commissioner on a weekly basis, at no additional cost to District.

D.4 Apprentices. Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. Contractor is responsible for compliance for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n), and could be penalized for violations of its subcontractors pursuant to California Labor Code section 1777.7.

D.5 Working Hours. Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Contractor and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of $25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Contractor is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Contractor certifies that:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract."

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. District must withhold contract payments from Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Contractor and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Contractor is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 District may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Contractor shall provide the list within ten (10) working days of District's request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-169

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Sonja El-Wakil, Associate Engineer

SUBJECT: Approval of Plans and Specifications, and Authorization to Advertise the "Measure U Solano Avenue Pavement Repair Project," RDS 25-01

RECOMMENDATION

Approval of plans and specifications for the "Measure U Solano Avenue Pavement Repair Project," RDS 25-01 and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Public Contract Code section 20150.8. (No Fiscal Impact)

BACKGROUND

The Solano Avenue roadway repairs were identified through the County's procedure to do roadway maintenance based on Pavement Condition Index (PCI), an overall measure of the condition of the road surface developed by the United Sates Army Corps of Engineers and later standardized by American Society for Testing and Materials (ASTM). The PCI shows a numerical index ranging from 0 to 100, with 100 being a best roadway condition that is anticipated to support 20 years of use.

Solano Avenue from Locust Avenue (City of Napa limit) to Vineyard View Drive (Town of Yountville limit) (3.2 miles) (PCI varies, as low as 19) will install new hot mix asphalt surfacing over a full-depth reclamation treatment. The work is scheduled to occur on Solano Avenue, from the City of Napa Limit (Locust Ave) to the Town of Yountville limit (Vineyard View Dr). The roadway is now in varying condition, including "failed" with 81% of the recorded PCIs between 14 and 27. Solano Avenue has extensive amounts of distress affecting the speed and flow of traffic. The Project will result in safer travel ways for the public and increased road durability to meet the continually increased traffic demand of the road. The Project will improve the PCI to 100, with a renewed life span of 20 years.

Additionally, the City of Napa is working in cooperation with Napa County developing a cost share agreement to fund the portions of the work developed by the City of Napa Public Works Department, within city limits. Similarly, the Project adjacent to the Oak Knoll Resort at 5091 Solano Avenue includes overlay and pavement markings for a required left-turn lane road widening, per the County's issued use permit. The cost for this portion of work is to be paid for by the Oak Knoll Resort. The County is seeking to work in cooperation with neighbors in order to minimize construction impacts on the neighborhood and traveling public, as well as

preserving the life of the pavement by combining the work, instead of creating unnecessary joints that would weaken the pavement. These agreements will be brought to the Napa County Board of Supervisors for approval with the construction award following the bid opening currently scheduled for March 12, 2026.

On June 24, 2025, the Board of Supervisors approved an authorization of $300,000 to create the project and provide starter funds for design. At the start of the 2026 fiscal year, $4,000,000 was authorized approved to fund the project design and some of the construction phase. On December 9, 2025, the Board of Supervisors approved an agreement with TRC Engineers, Inc. to design the project. The estimated total cost of the project is approximately $5,500,000. Final costs will be confirmed through a competitive bidding process.

The design is now nearing completion and project is ready to be advertised. Construction is anticipated to occur during the summer of 2026, with carry over into Fiscal Year 2026-27. Staff will return to the Board of Supervisors at a later date to request approval of the contract award with anticipated required funding for construction and the City of Napa and Oak Knoll Resort cost share agreements are ready for approval.

Requested Actions:

1. Approval of plans and specifications for the "Measure U Solano Avenue Pavement Repair Project," RDS 25-01, and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	On June 24, 2025, $300,000 was approved to partially fund the design work for this project (24033). At the start of the 2026 fiscal year, $4,000,000 was authorized approved to fund the project design and some of the construction phase. Approval is necessary to move forward with needed improvements.
Is the general fund affected?	No
Future fiscal impact:	Staff will return at a later date to request another budget amendment if necessary to fully fund the project.
Consequences if not approved:	The required roadway repairs will be delayed.
Additional Information:	Strategic Initiative: Build Healthy, Connected Communities

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1 and Class 2: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 ("Existing Facilities") and Class 2: ("Replacement or Reconstruction") which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301 and 14 CCR §15302; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-178

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Estrella Munoz, Junior Engineer

SUBJECT: Approval of Amendment No. 4 to Agreement No. 240326B with TLCD Architecture for the "CSU Children's Services Expansion Project," PW 24-15.

RECOMMENDATION

Approve and authorize Amendment No. 4 to Agreement No. 240326B with TLCD Architecture for $69,220 for a new maximum of $671,576 for additional construction administration services in support of construction of the "Crisis Stabilization Unit (CSU) - Children's Services Expansion Project," PW 24-15. (Fiscal Impact: $69,220 Expense; Health and Human Services Fund; Budgeted; Discretionary)

BACKGROUND

The Department of Health Care Services (DHCS) was authorized through Welfare and Institutions Code sections 5960-5960.45 to establish the Behavioral Health Continuum Infrastructure Program (BHCIP) with $2.2 billion to construct, acquire, and rehabilitate real estate assets or to invest in needed mobile crisis infrastructure to expand the community continuum of behavioral health treatment resources. DHCS is releasing BHCIP grant funds through six rounds that target various gaps in the state's behavioral health facility infrastructure.

BHCIP aims to reduce homelessness, incarceration, unnecessary hospitalizations, and inpatient days and improve outcomes for people with behavioral health conditions by expanding access to community-based treatment. BHCIP proposes to invest in the expansion of beds, units, or rooms by building new behavioral health continuum infrastructure and expanding capacity. These resources would expand the continuum of services by increasing capacity for short-term crisis stabilization, acute and sub-acute care, crisis residential, community-based mental health residential treatment, substance use disorder residential treatment, peer respite, mobile crisis, community and outpatient behavioral health services, and other clinically enriched longer-term treatment and rehabilitation opportunities for individuals with behavioral health disorders, in the least restrictive and least costly setting.

Advocates for Human Potential (AHP) released "Round 5: Crisis and Behavioral Health Continuum." Health and Human Services Agency (HHSA) applied for the funds after extensive exploration and data collection on current community crisis needs, including children's mental health needs related to the pandemic. The

children's expansion will provide crisis psychiatric assessment and crisis stabilization services for youth in Napa County. The services include medication assessment and administration, comprehensive care coordination, safety/discharge planning, and when necessary, facilitation of admission to psychiatric inpatient services. The service expansion will increase the current bed count from two in the current Crisis Stabilization Unit (CSU) to four in a separate area, created as a children's specific treatment milieu focused on providing trauma informed, client-focused and culturally/linguistically appropriate services geared toward wellness and recovery.

By supporting an expansion of doubling the beds for children, we increase capacity not only within the crisis stabilization unit but also supporting the local emergency department. The two children's beds in operation in the current CSU will be converted to adult beds. None of the BHCIP funding will be used in that transition to adult beds. The increase to four beds also supports the larger community mission to keep children in their communities and in home settings. Without local capacity, children are sent to out of county inpatient psychiatric hospital beds, which create costly barriers for families, especially costs including childcare coverage for other children and transportation costs to out of county hospitals. The expansion of a children's crisis CSU promotes the value in providing children and family specific services, creating a calm and safe therapeutic setting, and providing an opportunity for children to have more choice and voice in a separate clinical setting.

On July 25, 2023, the Board adopted a resolution authorizing the Director of HHSA to execute all required documents to participate in the BHCIP program, including but not limited to the Program Funding Agreement (PFA), Declaration of Restrictions, and Performance Deed of Trust accepting $3,329,955 in deliverable based revenue from the California DHCS through its contractor, AHP.

On April 23, 2024, the Board approved and authorized the creation and funding of the CSU- Children's Services Expansion project and Agreement No. 240326B with TLCD Architecture for a maximum of $466,286 for design and construction administration services needed to support the project. During the feasibility review phase, Napa County requested to explore the feasibility of shared staff "core" spaces between the adult and youth programs with the goal of eliminating redundant space and increasing efficiency.

On September 10, 2024, the Board approved and authorized Amendment No. 1 to further explore the shared staff "core" space concept. After exploring this concept further through the feasibility work, Napa County determined the shared staff "core" spaces concept was the most efficient, safe, and reasonable program layout moving forward.

On December 3, 2024, the Board approved and authorized Amendment No. 2 which added architectural and engineering services for design and construction administration services to support the additional square footage of the shared staff "core" spaces concept which modifies the overall project square footage from approximately 3,000 square feet to approximately 6,856 square feet.

On June 24, 2025, the Board approved Plans and Specifications, authorized the project to bid, and authorized Amendment No. 3 which shifted $50,000 from waterproofing (that is no longer needed) to other design disciplines to design a phased construction plan to keep the CSU operational during construction without increasing the overall contract amount. Construction will occur in three phases; the phased construction plan will be released during bidding as an addendum. On July 31, 2025, bids were received and opened.

On August 19, 2025, the Board awarded the contract to the lowest responsive bidder, American River Construction, Inc. of Folsom, CA for their base bid of $2,820,000. The total project cost, including design and

engineering, construction, construction management, special inspection, etc., is $4,607,356. Of the total project cost, $3,329,955 is grant funded which will be reimbursed quarterly, HHSA contributed $1,277,401 to the total project cost that will not be reimbursed.

Construction of the Children's Services Expansion Project began on September 8, 2025. Construction was originally estimated at 24 weeks under the project's original scope and was anticipated to take place as one phase of construction. Previous amendments expanded the project's scope and established that construction should be split into three separate phases, resulting in an updated construction duration of approximately 47 weeks. To ensure continued construction administration support through project completion, Amendment No. 4 to Agreement No. 240326B is required to increase services and adjust compensation accordingly. The proposed amendment will be funded in the approved current budget.

Requested Action:
Approve and authorize Amendment No. 4 to Professional Services Agreement No. 240326B with TLCD Architecture for an additional $69,220 for a new maximum of $671,576 for additional construction administration services in support of construction of the "Crisis Stabilization Unit (CSU) - Children's Services Expansion Project" PW 24-15.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Funding came from HHSA Fund and is now budgeted in the Capital Improvement Projects Fund, Project 24027.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This amendment will allow TLCD to continue assisting Napa County in answering RFIs and design related questions for the remainder of construction.
Is the general fund affected?	No
Future fiscal impact:	Routine maintenance of the facility upon project completion.
Consequences if not approved:	The project will not have construction administrative support from TLCD for the remainder of construction.
Additional Information	The grant fund is a deliverable based program funding agreement, and the State will reimburse the County up to but not to exceed an amount of $3,329,955. The County has deposited the required $277, 964 cash match that will not be reimbursed.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 ("Existing Facilities") which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

AMENDMENT NO. 4 OF
NAPA COUNTY AGREEMENT NO. 240326B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 4 ("Amendment No. 4") **of NAPA COUNTY AGREEMENT NO. 240326B** is made and entered into as of this 10th day, of February 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and TLCD ARCHITECTURE, a California corporation, whose business address is 520 Third Street #250, Santa Rosa, CA, 95401, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on April 23, 2024, COUNTY entered into Napa County Agreement No. 240326B ("Agreement") with CONTRACTOR to obtain specialized services, as authorized by Government Code section 31000, for specialized architectural and engineering services for a feasibility study through construction administration for improvements to expand the COUNTY's Crisis Stabilization Unit at South Campus Building B ("Project"); and

WHEREAS, on September 10, 2024, the parties entered into Amendment No. 1 of the Agreement to revise the scope of work for the Project and to increase the compensation accordingly; and

WHEREAS, on December 3, 2024, the parties entered into Amendment No. 2 of the Agreement to revise the scope of work for the Project and to increase the compensation accordingly; and

WHEREAS, on June 17, 2025, the parties entered into Amendment No. 3 of the Agreement to revise the scope of work for the Project and to increase the compensation accordingly, although the total contract amount remained unchanged; and

WHEREAS, the parties now desire to amend the Agreement to increase construction administration for the Project and to increase the compensation accordingly.

TERMS

NOW, THEREFORE, COUNTY, acting through its Board of Supervisors, and CONTRACTOR hereby amend the Agreement as follows:

1. Paragraph 2 of the Agreement is amended to read in full as follows:

Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A" attached to this Agreement as originally approved, incorporated by reference herein, those additional services set forth in Exhibit "A-1," attached to Amendment No. 1 of the Agreement, Exhibit "A-2," attached to Amendment No. 2 of the Agreement, Exhibit "A-3," attached to Amendment No. 3 of the Agreement, and on and after the date

first above written, those additional services set forth in Exhibit "A-4" and in accordance with Attachment "A-4," attached to this Amendment No. 4, said exhibits being incorporated herein by this reference.

2. Paragraph 3, subd, (c), of the Agreement is amended to read in full as follows:

Compensation. . . .

Maximum Amount. Notwithstanding subparagraphs (a) and (b) or any other provision of this Agreement, the maximum payments under this Agreement shall be **SIX HUNDRED SEVENTY-ONE THOUSAND FIVE HUNDRED SEVENTY-SIX AND 00/100 DOLLARS ($671, 576.00).**

3. Electronic Signatures. This Amendment No. 4 may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment No. 4 and shall have the same force and effect as a manually executed original.

4. This Amendment No. 4 shall be effective as of the date first written above.

5. Except as provided in paragraphs 1 through 4, above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 4 of Napa County Agreement No. 240326B as of the date first above written.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

TLCD ARCHITECTURE, a California Corporation

By_____
JASON BRABO, AIA C29362
Principal/President

By_____
STACEY WALKER, NCIDQ
Principal/Vice President

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By_____
AMBER MANFREE, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: *Shana A. Bagley* Deputy County Counsel Date: January 26, 2026 [Doc No. 13115818]	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

EXHIBIT A-4

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

CONTRACTOR shall provide COUNTY with the following services (see "Proposal for Architectural & Engineering Services" for summary of each task):

- Phase IV: Construction
  - Construction Administration

CONTRACTOR shall comply with all related terms and conditions of the attached hereto and incorporated herein as Attachment "A-4."

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.

As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

ATTACHMENT A-4

TLCDARCHITECTURE

520 Third St. #250
Santa Rosa, CA 95401
o: 707.525.5600
f: 707.525.5616
tlcd.com

DATE: 12/08/2025

AMENDMENT NO. 04

TO: DANIEL BASORE

OWNER: NAPA COUNTY

PROJECT: CSU EXPANSION PROJECT NO. 22115

CONTRACT AMENDMENT

The following revisions shall be made part of the previously signed Agreement for Architectural Services between Napa County and TLCD Architecture, dated April 23, 2024.

Item No. 1:

A. The original Contract estimated a 24-week duration for Construction Administration. Based on the actual construction start date of 9/8/2025 and the projected Owner turnover date of 8/1/2026, the construction period has increased by approximately 23 weeks, for a total duration of 47 weeks. The total Construction Administration fee has therefore been recalculated by applying the original weekly rate to the extended duration.

   Following is a breakdown of fees:

   - TLCD Architecture $69,220

The total additional fee shall increase from the current fees of $602,356 to $671,576. In witness whereof, the parties hereto have executed this Amendment on the day and year first written above.

SIGNATURE BLOCK INCLUDED IN THE DOCUMENT ISSUED BY CONTRACTOR HAS BEEN INTENTIONALLY OMITTED FROM THIS ATTACHMENT; PARTIES ARE TO INDICATE THEIR AGREEMENT TO THESE ADDITIONAL SERVICES BY SIGNING ON PAGE 3, ABOVE.

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-186

TO: Board of Supervisors

FROM: Steven Lederer - Director of Public Works

REPORT BY: Andrew Butler - Senior Engineer

SUBJECT: Amendment No. 2 to Agreement No. 230361B with J.F. Brennan Company

RECOMMENDATION

Approve and authorize Amendment No. 2 to Agreement No. 230361B with J.F. Brennan Company to increase the maximum compensation from $70,000 to $290,000 for maintenance, inspection, and repairs for the culverts and flap gates located on Milton Road and the Lake Marie reservoir located in the Skyline Wilderness Area. (Fiscal Impact: $220,000 Expense; Roads and General Funds; Budgeted; Discretionary)

BACKGROUND

On February 7, 2020, the County Executive Officer/Purchasing Agent signed a contract 200250C with Harbor Offshore for services related to the inspection and maintenance of certain county owned flap gates. The contractor specialized in providing these services at locations that could not be inspected by County staff due to water levels and typically required a dive team. Harbor Offshore was acquired by J. F. Brennan Company, Inc. on April 19, 2022. Therefore, staff recommended that a new contract with J.F. Brennan be approved to maintain the ability for the County to accomplish these specialized tasks. This contract was approved by the Board on March 14, 2023. On June 24, 2025, amendment number 1 was signed by the board to increase funds in order for J.F. Brennan to continue providing their services.

Napa County is in need of continued inspection and maintenance services of certain culverts and flap gates around the County, specifically the culvert and flap gates located on Milton Road that require a dive team due to infrastructure being submerged.

Additionally, Napa County purchased Skyline Park during fiscal year 2024-25, upon which the County then became responsible for maintenance and operation of Lake Marie Reservoir, which is located within the newly acquired property. To maintain the reservoir the County, needs additional specialized diving services related to inspection, maintenance, and repairs of the Lake Marie reservoir and its infrastructure.

The contractor has provided excellent and responsive services to date and County staff recommend continued use of this specialty contractor.

Requested Actions:
1. Approve and authorize Amendment No. 2 to Agreement No. 230361B with J.F. Brennan Company.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Roads Operations (2040000) and Public Works Administration Bldg. (1220000)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The services provided by J.F. Brennan are needed for flap gate inspection and maintenance. It is estimated that $50,000 will be used for Lake Marie and the remainder for Milton Rd.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	Without contractor support the county will not have yearly regular and reliable inspection and maintenance of water infrastructure. Some inspection actions are required by other agreements or legal judgements.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is categorically exempt from the CEQA Guidelines pursuant to Sections 15301 (Existing Facilities) and 15302 (Replacement or Reconstruction).

AMENDMENT NO. 2 TO
NAPA COUNTY AGREEMENT NO. 230361B

PROFESSIONAL SERVICES AGREEMENT

This AMENDMENT NO. 2 ("Amendment No. 2") to NAPA COUNTY AGREEMENT NO. 230361B ("Agreement") is made and entered into effective as of _____, 2026, by and between the Napa County, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and J. F. BRENNAN COMPANY, INC., a Wisconsin corporation, whose mailing address is 818 Bainbridge Street La Crosse, WI 54603, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on March 14, 2023, COUNTY entered into Napa County Agreement No. 230361B (the "Agreement") with CONTRACTOR for culvert flap-gate maintenance and inspection services; and

WHEREAS, COUNTY and CONTRACTOR amended to the Agreement on May 20, 2025, to change the rates of compensation and increase the maximum compensation; and

WHEREAS, COUNTY is in need of additional specialized diving services related to inspections of infrastructure and to repair the gate valve at the Lake Marie reservoir dam in the Skyline Wilderness Area.

WHEREAS, COUNTY and CONTRACTOR now desire to further amend the Agreement to revise the scope of services, update the rates of compensation, and increase the maximum compensation by TWO HUNDRED TWENTY THOUSAND DOLLARS ($220,000) to a new total of TWO HUNDRED NINETY THOUSAND DOLLARS ($290,000); and

WHEREAS, CONTRACTOR is willing to continue to provide such specialized services to COUNTY under the terms and conditions set forth herein.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the Agreement as follows:

1. Paragraph 2 of the Agreement is hereby amended in full to read as follows:

> **Scope of Services.** CONTRACTOR shall provide DISTRICT those services set forth in Exhibit "A," attached to the original agreement, and Exhibit "A-1," attached to this Amendment No. 2 and incorporated by reference herein.

2. Paragraph 3 of the Agreement is hereby amended in full to read as follows:

Compensation.

(a) Rates. In consideration of CONTRACTOR'S fulfillment of the promised work, COUNTY shall pay CONTRACTOR as follows: at the rates set forth in "Exhibit B," attached to the original agreement and incorporated by reference herein for work performed between March 14, 2023, and June 30, 2025; at the rates set forth in Exhibit B-1, attached to Amendment No. 1 and incorporated by reference herein for work performed between July 01, 2025, and the effective date of this Amendment 2; and at the rates set forth in "Exhibit B-2," attached to this Amendment No. 2 and incorporated by reference herein, for work commencing on the effective date of this agreement.

(b) Expenses. No travel or other expenses will be reimbursed by the DISTRICT.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of TWO HUNDRED NINETY THOUSAND DOLLARS ($290,000) for professional services; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

3. Except as provided in Paragraphs 1 and 2, above, the terms and provisions of the Agreement shall remain in full force and effect as last approved.

4. This Amendment No. 2 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

[*REMAINDER OF PAGE LEFT BLANK INTENTIONALLY*]

IN WITNESS WHEREOF, this Amendment No. 2 is executed by COUNTY and by CONTRACTOR through its duly authorized officers.

J. F. BRENNAN COMPANY, INC., a Wisconsin Corporation

By_____
DANIEL GENTGES, Secretary

By_____
MIKE BINSFELD, SR. Vice President

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By_____
ANNE COTTRELL, Chairperson of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel	APPROVED BY NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Shana A. Bagley* Deputy County Counsel Date: January 7, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

EXHIBIT A-1

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

Level 2 Inspection and Cleaning of Culverts
Replacement of Northern Culvert Flap Gate Seal
Injection Sealing on Southern Culvert
Level 1 Inspection of Culverts
Inspection and Maintenance of Lake Marie
Traffic Control Services
Crane Services
Task Order Services

Task order services provided by Contractor under this Agreement shall be compensated by County as follows:

Contractor will prepare a cost proposal, including detailed schedule, for each task order issued by the County on a lump sum basis or a total cost based on the sum of unit cost items. In lieu of defined scopes of work and quantities, costs can be based on the Contractor's rates as described below and a specified duration of work (number of days).

EXHIBIT B-2

Level 2 Inspection and Cleaning of Culverts	$29,033.00
Replacement of Northern Culvert Flap Gate Seal	$48,145.00
Injection Sealing on Southern Culvert	$40,851.00
Level 1 Inspection of Culverts	$8,596.00
Inspection and Maintenance of Lake Marie	$50,000.00
Traffic Control Services	$3,351.00
Crane Services	$4,611.00
Task Order Services	On-call Diver Rates

Union Diver Rates.
Contractor may charge 15% markup of materials.

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-187

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Leigh Sharp, Deputy Director of Public Works

SUBJECT: Acceptance of $125,000 donation to the Animal Shelter from the John J. Vera and Antonette M. Vera Revocable Trust

RECOMMENDATION

Accept a bequest in the amount of $125,000 from the John J. Vera and Antonette M. Vera Revocable Trust to the Napa County Animal Shelter, authorize the Chair to sign a letter of appreciation, and delegate the director of Public Works to sign any additional required documentation to accept the bequest. (Fiscal Impact: $125,000 Revenue; Animal Shelter Operations; Not Budgeted; Discretionary)

BACKGROUND

In accordance with Board Resolution No. 2025-80 and the Procedure for the Acceptance and Disbursement of Donations, this agenda item has been prepared to accept a bequest in the amount of $125,000 from the John J. Vera and Antonette M. Vera Revocable Trust, to send a letter of appreciation to the Trustee, and to delegate authority to the Director of Public Works to sign any additional required documents to accept the bequest, such as a trust distribution receipt.

The $125,000 bequest distribution will be sent via check via certified mail. Once received it will be deposited into the Animal Shelter Operations Division to support spay/neuter vouchers and other Animal Shelter programming or capital projects. No goods or services were provided in exchange for this bequest.

Requested Actions:

1. Accept a bequest in the amount of $125,000 from the John J. Vera and Antonette M. Vera Revocable Trust;

2. Authorize the Chair to sign a letter of appreciation; and

3. Delegate authority to the Director of Public Works to sign any additional required documentation to accept

the bequest.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Bequest funds will be deposited into the Animal Shelter Operations Division (Fund 5040, Subdivision 5040000).
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Acceptance of the bequest will benefit the Animal Shelter and the community it serves.
Is the general fund affected?	No
Future fiscal impact:	No known future impact.
Consequences if not approved:	If the bequest is not accepted, the Animal Shelter will not benefit from the funds as intended by the Trust.
Additional Information	Strategic Initiative alignment: Build Healthy, Connected Communities.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

A Tradition of Stewardship
A Commitment to Service

Board of Supervisors

1195 Third St.
Suite 310
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4421
Fax: (707) 253-4176

Amber Manfree
Chair

February 10, 2026

Mr. Christopher M. Pace
Day, Pace, York & York, Inc.
587 Jefferson Street
Napa, CA 94559

Dear Mr. Christopher:

Thank you for your assistance with meeting our obligations to accept a bequest from the John J. Vera and Antonette M. Vera Revocable Trust in the amount of $125,000 to benefit the Napa County Animal Shelter and Adoption Center. We deeply appreciate the support.

The bequest will support Napa County Animal Shelter operations and capital improvement needs, including our spay/neuter voucher program to assist community members with the spaying and neutering of pets and feral cats.

It is our goal to serve the community by providing a safe and healthy environment for animals in transition, while promoting animal welfare education and responsible pet ownership. The generous bequest from the Vera Trust will further our mission and we are very grateful.

On behalf of the Board of Supervisors and the Napa County Animal Shelter and Adoption Center, thank you.

Sincerely,

Amber Manfree
Chair

Joelle Gallagher District 1 | **Liz Alessio** District 2 | **Anne Cottrell** District 3 | **Amber Manfree** District 4 | **Belia Ramos** District 5

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Napa County

Board Agenda Letter

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-212

TO: Board of Supervisors

FROM: Steve Lederer - Director of Public Works

REPORT BY: Roberto De La Torre Real - Junior Engineer

SUBJECT: Approval of Amendment No. 1 to Professional Services Agreement No. 220316B with COAR Design Group Inc.

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 220316B with COAR Design Group Inc., increasing the amount of $200,000 for a new maximum of $500,000 per fiscal year, to provide technical and construction support services on various Napa County construction projects. (Fiscal Impact $300,000 Expense; Budgeted; Various Capital Improvement Project Budgets; Discretionary)

BACKGROUND

The Department of Public Works is responsible for delivering a variety of Capital Improvement projects, including facility maintenance, renovations and new construction for County-owned buildings. Many of these projects require architectural, mechanical, electrical and structural engineering services to ensure compliance with current building codes and safety standards. The Department of Public works does not have any licensed architects, structural or electrical engineers, nor the equipment or technicians to design and work on these specialized areas in-house. As such the department must hire outside organizations to provide professional design services necessary to support County capital projects.

On February 08, 2022, staff released a Request for Qualifications (RFQ) for On-Call Architectural/Engineering and other related services for various County Facilities. After ranking and interviewing, the County selected Nacht and Lewis and COAR Design Group, Inc. as the most qualified firms to provide these services.

On May 03, 2022, the Board of Supervisors approved Agreement 220316B with COAR Design Group, Inc., authorizing up to $200,000 per fiscal year for on-call architectural, electrical, mechanical and structural engineering design services. Due to an increase in volume of services required the contract is set to use the maximum compensation for Fiscal Year 2025-26. These services include a request to rehabilitate the Agricultural Warehouse and to build a permanent parking structure for HHSA’s mobile unit. To ensure continuity of services and to meet current and future project demands, staff is requesting approval of amendment No. 1 to agreement No. 220316B to increase the maximum compensation from $200,000 to $500,000 for fiscal year 2025-26 and 2026-27.

Requested Actions:

1. Approve and authorize Amendment No. 1 to Agreement No. 220316B with COAR Design Group Inc., to increase the maximum not to exceed amount to $500,000 per fiscal year.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Various Capital Improvement Projects Budgets
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The proposed Professional Service Agreement Amendment will provide required technical services for various Napa County projects in design and construction.
Is the general fund affected?	No
Future fiscal impact:	No future fiscal impact. Projects have appropriate funding.
Consequences if not approved:	Architectural, Electrical, Mechanical, and Structural services will not be provided, delaying future projects.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA guidelines) and therefore CEQA is not applicable.

AMENDMENT NO. 1

OF

NAPA COUNTY AGREEMENT NO. 220316B

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 of NAPA COUNTY AGREEMENT NO. 220316B is made and entered into as of this 10th day of February 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and COAR DESIGN GROUP, INC., a California corporation, whose business address is 200 E Street, Santa Rosa, CA 95404, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, COUNTY entered into Napa County Agreement No. 220316B (the "Agreement") with CONTRACTOR on May 3, 2022, to obtain specialized services, as authorized by Government Code section 31000, in order to provide architectural, electrical, mechanical, structural and other supporting professional design services ranging from providing incidental support for in house delivered design projects to producing complete project delivery for Napa County projects; and

WHEREAS, the parties now desire to amend the Agreement to increase the compensation for the Agreement to provide additional engineering and construction support services, already described in the Scope or Work, for various projects.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

1. Paragraph 3, subparagraph (c) of the Agreement is amended to read in full as follows:

   Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of FIVE HUNDRED THOUSAND ($500,000) for professional services per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

2. Except as provided in paragraph 1, above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

//
//

IN WITNESS WHEREOF, this Amendment No. 1 to the Agreement was executed by the parties hereto as of the date first above written.

COAR DESIGN GROUP, INC.

By _____
JEFF KATZ, President

By _____
JEFF KATZ, Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
AMBER MANFREE, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Shana A. Bagley* Deputy County Counsel Date: January 20, 2026 [Doc No 13115818]	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-218

TO: Board of Supervisors

FROM: Steve Lederer - Director of Public Works

REPORT BY: Roberto De La Torre Real - Junior Engineer

SUBJECT: Project Creation and Budget Amendment for the "2026 Road Striping Maintenance Project", RDS 26-17

RECOMMENDATION

Approve and authorize creation of Capital Improvement Project 26030 for the "2026 Road Striping Maintenance Project", RDS 26-17; and approve a budget amendment. (Fiscal Impact: $250,000 Expense; SB-1 Non-Operating Special Revenue Fund; Not Budgeted; Discretionary).

[4/5 vote required]

BACKGROUND

The Public Works Department maintains 416 miles of roads of which the County classifies 40 miles as Arterial, 106 miles as Collector, and 270 miles as local. This annual project will serve to refresh striping for many of these County roads.

The annual road striping maintenance program was established by County staff to refresh striping that has faded due to a combination of weather and normal traffic wear. Each year, the roads are evaluated, and a priority list is made to refresh the selected roads in most need of striping to maintain public safety. County staff continue to utilize water-based traffic paint due to its affordability to allow for more roads to be restriped.

When more of the road striping is in good condition, County staff will begin to use thermoplastic striping material as it lasts longer than paint and improves visibility at night. Due to the higher cost of thermoplastic striping material, fewer roads can be re-striped per year. For the proposed road striping-maintenance project this year, water-based paint will be used to cover more roadway. Today's action will allow project design to begin, which will include prioritizing County roadways for inclusion in the project, and secures funding through completion.

Requested Actions:

1. Approval of Budget Amendment for the following (4/5 vote required):
    a. Increase Transfers Out appropriations by $250,000 in the SB-1 Non-Operating Special Revenue Fund budget (Fund 2440, Sub-Division 1220052, Account 56100) offset by use of its available

fund balance to transfer to Project 26030 and increase to its Transfers In revenues (Fund 2040, Sub-Division 2040500, Project 26030, Account 48200); and

b. Create a new Project 26030 for the "2026 Road Striping Maintenance Project", RDS 26-17 and increase Engineering Services appropriation by $250,000 in Project 26030 (Fund 2040, Sub-Division 2040500, Project 26030, Account 52145) offset by a Transfer In revenue from the SB1-SRF.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Project 26030 will be funded by SB1-SRF. The project was not budgeted as part of the annual budget process since SB1 revenues are received monthly. Staff monitors the revenues and cashflow and once there is sufficient cash, comes to the Board and requests to move forward with the project and establish a project budget.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of the Budget Amendment is necessary to move the project forward toward construction to improve road striping conditions and ensure public safety.
Is the general fund affected?	No
Future fiscal impact:	This is an annual project, and future fiscal impact will be routine maintenance.
Consequences if not approved:	If not approved, the annual striping repair of County roads cannot begin, leading to the continued fading of striping and potential safety hazards on various roads throughout the County.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-247

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Sydney Barclay, Associate Engineer

SUBJECT: Approval of Community Workforce Agreement, Plans and Specifications and Authorization to Advertise for Bids for the "South Campus Building 4 HVAC Upgrades Project", PW 23-10.

RECOMMENDATION

Approve the Plans and Specifications for the "South Campus Building 4 HVAC Upgrades Project" and authorize to advertise for sealed bids, and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code and approve and authorize the Chair to sign the Community Workforce Agreement with the Napa-Solano Building and Construction Trades Council for the South Campus Building 4 HVAC Upgrades Project.. (No Fiscal Impact; Discretionary)

BACKGROUND

Building 4 at South Campus houses several County functions, including (but not limited to)

--Communications (approximately a dozen staff, their workshop, and their vehicles

--Custodial and Property Management (approximately 2 dozen staff, shop and storage)

--Leased space for our State and Local Officials

--Mail Room

--Storage for multiple departments, including CEO (Surplus), Sheriff (OES), Elections, HHSA, HHS, and others.

--Unoccupied space for about 15 people that could be reclaimed following this project

The South Campus Building 4 Air Handler Units (AHU) 1, 2, and 10 and the Boiler System are past their useful

lives and have required extensive maintenance and repair over the last few years. New controls for zones served by AHU 1, 2, 5, and 10 will also need to be replaced since their existing systems are obsolete. These systems have been identified by the County's Property Management Division as a high priority for replacement. Additionally, due to the age and deterioration of AHU's 1, 2, and 10, rainwater has leaked through the unit and into the second floor of the building and has caused interior damage that will need to be repaired with a separate project once the units are replaced. The units are currently covered with tarps to mitigate water infiltration, but this is not a permanent solution and it impacts the operation and effectiveness of these units.

On September 9, 2025, the Board authorized Agreement No. 260124B with YEI Engineers, Inc. and a budget amendment in the amount of $380,616, in addition to the previous rolled over appropriation of $131,378 to prepare the design and engineering of the Plans and Specifications, as well as to provide construction support and inspection services to assist Napa County with administering the construction project.

The Plans and Specifications are complete and ready for approval by the Board of Supervisors. The Engineer's Estimate for the South Campus Building 4 HVAC Upgrades Project is $5,700,000 (which includes costs for design, construction, inspection, contingency, etc.). The Director is requesting authorization to advertise for bids. Staff will return to the Board of Supervisors at the time of construction to present a detailed project budget based on the lowest responsible bid and to request a budget amendment to fund construction. Construction costs will be moved at the time of award from the already budgeted Facilities Master Plan (Project 23045) budget of $9,000,000.

At the Board of Supervisors meeting on July 9, 2024, Supervisors requested a report on the possible use of a Project Labor Agreement (also known as a Community Workforce Agreement) on a future project, such as the renovation of Building Four at South Campus. The Board received this report on October 15, 2024. On February 4, 2025, staff returned to the Board for direction as to whether to pursue a Community Workforce Agreement ("CWA") for the Building Four project. The Board voted unanimously to enter into negotiations for a CWA on the Building Four work as a pilot project.

The proposed CWA with the Napa-Solano Building and Construction Trades Council ("Trades Council") is based on a standard template used in many jurisdictions. The CWA includes the standard no-strike, dispute resolution, and "helmets to hardhats" provisions. The CWA does not allow for use of any "core employees," which are a contractor's own workers who are not members of a union, as is the Trades Council's standard practice. However, the CWA prioritizes Napa County residents for dispatch from the hiring hall(s), followed by Solano County residents, and then residents of the Counties of Sonoma, Lake, Marin, Contra Costa, and Alameda. The Carpenter's union indicates they will not sign the CWA (the Carpenters are not members of the Trades Council), but the scope of the Building Four improvements has been reduced to only HVAC work since the County started discussing a potential CWA and there is little carpentry work left in the project. If the County pursues another CWA in the future, including the Carpenters will be important because the benefits of a CWA are reduced if all the trades are not signatory.

Requested Actions:

1. Approve Plans and Specifications for the "South Campus Building 4 HVAC Upgrades Project", PW 23-10, and authorize to advertise for sealed bids.

2. Approve and authorize the Chair to sign the Community Workforce Agreement with the Napa-Solano Building and Construction Trades Council for the South Campus Building 4 HVAC Upgrades Project.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This project will improve the HVAC system for part of South Campus Building 4 and will ensure proper function of the existing system.
Is the general fund affected?	No
Future fiscal impact:	Construction will begin in FY 2025-26 and will be completed in FY 2026-27.
Consequences if not approved:	The project will not move forward into the construction phase.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is categorically exempt from CEQA pursuant to CEQA Guidelines section 15301, as the repair and maintenance of existing public facilities involving negligible or no expansion of existing or former use.

COMMUNITY WORKFORCE AGREEMENT
FOR NAPA COUNTY

INTRODUCTION/FINDINGS

This Community Workforce Agreement is entered into this ____ day of _____, 2026 by and between Napa County (hereinafter the "County"), together with contractors and subcontractors of all tiers, who shall become signatory to this Agreement by signing the **"Agreement to be Bound" (Addendum A)** (referred to herein as "Contractor(s)/Employer(s)"), and the Napa-Solano Building and Construction Trades Council (referred to herein as the "Council"), together with the Unions identified on the attached Union Signatures page that have executed this Agreement.

The purpose of this Agreement is to promote the efficiency of construction operations for the County through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project(s) covered by this Agreement.

WHEREAS, the timely and successful completion of the Project is of the utmost importance to meet the needs of the County and avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills will be required in the performance of construction work on the Project and will be represented by the Unions who are signatory to this Agreement and employed by the Contractors and subcontractors who are also signatory to this Agreement; and

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, it is recognized that on a Project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption may be substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the County, the Unions, and the Contractors/Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractors/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project and to encourage close cooperation among the Contractors/Employers and the Unions so that a satisfactory, continuous and harmonious relationship will exist; and

WHEREAS, prioritizing the hiring of workers who live in Napa County will help reduce traffic impacts to SR12 and SR29, which are both heavily congested with commuters who work in Napa County but live outside the county; and

WHEREAS, one of the primary purposes of this Agreement is to avoid labor tensions that might otherwise arise on the Project, potentially leading to labor disputes that could delay completion of the Project; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractors/Employers and the Unions, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event the provisions of this Agreement shall prevail; and

WHEREAS, the County places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and military veterans, and recognizes the ability of local pre-apprenticeship and apprenticeship programs to provide meaningful and sustainable career pathways in the construction industry; and

WHEREAS, the contract(s) for construction work on the Project will be awarded in accordance with the applicable provisions of the California State Public Contract Code and all state, local and federal laws; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work toward the mutually satisfactory completion of the Project;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I
DEFINITIONS

1.1 "Agreement" means this Community Workforce Agreement.

1.2 "Agreement to be Bound" means the agreement (attached hereto as Addendum A) that shall be executed by each and every Contractor/Employer as a condition of working on the Project.

1.3 "County" means Napa County, a political subdivision of the State of California.

1.4 "Completion" means that point at which there is Final Acceptance of the Project by the County and the County has filed a Notice of Completion. For purposes of this definition, "Final Acceptance" means that point in time at which the County has determined upon final inspection that the work has been completed in all respects and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the County has executed a written acceptance of the work.

1.5 “Construction Contract” means the public works or improvement contract(s) (including design-bid, design-build, lease-leaseback or other contracts under which construction of the Project is done) awarded by the County that are necessary to complete construction of the Project.

1.6 "Contractor(s)/Employer(s)" or "Contractor(s)" or "Employer(s)" means the individual, firm, partnership, joint venture, corporation or entity hired by County as the prime or general contractor (or equivalent) for construction of the Project, and their successors and assigns, that is an independent business enterprise and enters into a Construction Contract with the County with respect to the construction of any part of the Project, and all its subcontractors of any tier. Contractor or Employer does not include the construction manager, the project manager, the architect/engineer for the Project, or any other firm who is not a subcontractor of any tier to the prime or general contractor, unless performing or subcontracting Covered Work.

1.7 "Council" means the Napa-Solano Building and Construction Trades Council.

1.8 "Master Agreement" or "Schedule A" means the Master Collective Bargaining Agreement of each craft Union signatory hereto.

1.9 "Project" means the South Campus Building Four upgrades project, currently planned as the replacement of rooftop air handling units, hydronic boiler system, and HVAC control system, as currently contemplated and as finally approved. The County may award the project under one Construction Contract or multiple Construction Contracts. In the event the County and the Council desire for this Agreement to apply to additional County projects, they may, upon mutual written agreement, amend this Agreement accordingly.

1.10 "Project Manager" means the person(s) or entity(ies) designated by the County to oversee construction on the Project and the implementation of this Agreement.

1.11 "Union" or "Unions" means the Napa-Solano Building and Construction Trades Council and the labor organizations identified on the attached Union Signatures page that have executed this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE II
SCOPE OF AGREEMENT

2.1 Parties: This Agreement applies to and is limited to all Contractors/Employers performing Construction Contracts on the Project (including subcontractors at any tier), and their successors and assigns, the County, the Council, and the Unions signatory to this Agreement.

2.2 Applicability: This Agreement governs all Construction Contracts awarded on the Project, including any change orders issued under Construction Contracts. This Agreement also governs repairs, warranty, or punch list work performed by Contractor(s)/Employer(s) under a Construction Contract even after Completion.

2.3 Covered Work: This Agreement covers all work performed by the Contractor(s)/Employer(s) and any of its subcontractors of any tier on the Project, including without limitation, all site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting or repair of buildings, structures and other works, and related activities that is within the craft jurisdiction of one of the Unions and that is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, soils and materials testing and inspection,

temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, modular furniture installation, and final clean-up. Covered Work includes work done for the Project in temporary yards, dedicated sites, or areas adjacent to the Project within the geographical jurisdiction of the Unions, and at any on-site or off-site batch plant constructed to supply materials to the Project.

2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project performed under a Construction Contract even after Completion, that is performed by Contractor(s)/Employer(s) or any of its subcontractors of any tier.

2.3.2 This Agreement covers all on-site fabrication work over which the County, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). This Agreement also covers any off-site work, including fabrication, that is traditionally performed by the Unions and is directly or indirectly part of the Project, provided such work is covered by a Master Agreement or local addenda to a national agreement of the applicable Union(s).

2.3.3 Except for the delivery of supplies, equipment or materials that are stockpiled for later use, this Agreement covers all construction trucking work that is a public work under the Labor Code, including the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil or other fill or similar material that is directly incorporated into the construction process as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation materials, construction debris and excess fill, material and/or mud. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the County within ten (10) days of written request or as required by the bid specifications.

2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XII and XIII of this Agreement shall apply to such work.

2.4 Exclusions: The following shall be excluded from the scope of this Agreement.

2.4.1 This Agreement shall not apply to work performed by the County's own employees as permitted by the Public Contract Code.

2.4.2 This Agreement shall not apply to a Contractor/Employer's non-construction craft executives, managerial employees, administrative personnel, and supervisors above the level of general foreman (unless covered by a Master Agreement).

2.4.3 This Agreement shall not apply to any non-Project work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, County, or other governmental bodies or their contractors. Work performed by public or private utilities including all electrical utility, voice-data-video, and security installation work ahead of

and up to the electrical service entry connection or the main point of entry into the building shall be excluded. All electrical utility, voice-data-video, and security installation work performed after the electrical utility service entrance or the main point of entry shall be Covered Work. Additionally, all contracted work performed ahead of the service entrance connection and main point of entry that is inside the property line and provides for access to the building via a conduit or series of conduits shall be Covered Work.

2.4.4 This Agreement shall not apply to the off-site maintenance of leased equipment and on-site supervision of such work.

2.4.5 This Agreement shall not apply to work substantially funded by any federal, state, local or other public agency that prohibits the use of project labor agreements on projects receiving its funding, or the funding of projects on which such agreements are used. With respect to such work, the County agrees to make a reasonable effort to defend the application of this Agreement, including by making a written request to the funding source. Notwithstanding the foregoing, should only a specific provision of the Agreement be prohibited by the funding source, then, upon mutual agreement by the Council, the County shall modify the requirements of this Agreement accordingly, to allow this Agreement to remain in place and to advance the purposes of this Agreement to the maximum extent feasible.

2.5 Award of Contracts: It is understood and agreed that the County has the right to select any qualified bidder for the award of Construction Contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project. A copy of all invitations to bid shall be provided to the Council at the time of issuance.

ARTICLE III
EFFECT OF AGREEMENT

3.1 By executing this Agreement, the Council, the Unions and the County agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of work under a Construction Contract for the Project, whether as a Contractor or subcontractor thereunder, all Contractors/Employers agree to be bound by each and every provision of this Agreement and agree to evidence their acceptance prior to the commencement of work by executing the **Agreement to be Bound** in the form attached hereto as **Addendum A**.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a condition of accepting the award of a construction subcontract, to agree in writing, by executing the **Agreement to be Bound**, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor may not be evaded by subcontracting. If the subcontractor refuses to execute the Agreement to be Bound, then such subcontractor shall not be awarded a Construction Contract on the Project.

3.4 This Agreement shall only be binding on the signatory parties hereto, and their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Master Agreement. Any dispute between the Union(s) and the Contractor(s) with respect to compliance with this Agreement shall not affect the rights, liabilities, obligations and duties between the Union(s) and other Contractor(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a Union signatory to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a Union shall not affect the rights, liabilities, obligations and duties between the Contractor(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including the Schedule As incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. To the extent a provision of this Agreement conflicts with a Schedule A, the provision of this Agreement shall prevail. Where a provision of a Schedule A does not conflict with this Agreement, the provision of the Schedule A shall apply.

ARTICLE IV
WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1. The Unions, the County, and the Contractor(s)/Employer(s) covered by this Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or any other facility of County because of a dispute on the Project. Disputes arising between the Unions and Contractor(s)/ Employer(s) on other County projects are not governed by the terms of the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.

4.1.3 If a Master Agreement expires before the Contractor/Employer completes the performance of work under a Construction Contract and the Union or Contractor/Employer gives notice of a demand for a new or modified Master Agreement, the Union agrees that it will not strike on work covered by this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement will continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement that are applicable to any employee(s) on the Project during the period between the expired and new Master Agreements, with retroactive payment due within seven (7) calendar days of the effective date of the new or modified Master Agreement.

4.1.4 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the County and the Contractor/Employer three (3) business days' notice when nonpayment of trust fund contributions has occurred, and one (1) business day's notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck, of the intent to withhold labor from the Contractor/Employers' or their subcontractor's workforce, during which time the Contractor/Employer may correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.5 Notification: If the County or any Contractor/Employer contends that any Union has violated this Article, it will so notify in writing the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use its best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the workers of their obligations under this Article. A Union complying with this obligation shall not be held responsible for the unauthorized acts of employees it represents.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred.

4.2.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or David A. Weinberg, as the alternate arbitrator, under this procedure. In the event the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, the parties shall select the arbitrator from the list in Section 12.4. Notice to the arbitrator shall be by the most expeditious means available, with notice by email and telephone to the County, the involved Contractor, and the party alleged to be in violation, and to the Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the County will contact the permanent arbitrator named above, or the alternate if the permanent arbitrator is not available, who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by email and telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a

written opinion, one shall be issued within fifteen (15) calendar days, but the parties shall not delay compliance with or enforcement of the award due to the issuance of a written opinion. The arbitrator may order cessation of the violation of this Article, and the arbitrator's award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article fail to comply with the arbitrator's award ordering the party to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars ($10,000.00) per shift for which it failed to comply, or portion thereof, until such violation is ceased. The arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

4.2.5 The arbitrator's award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. The party filing such enforcement proceedings shall give written notice to the other party. In a proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all parties waive the right to a hearing and agree that such proceeding may be *ex parte*. However, such agreement does not waive any party's right to seek or participate in a hearing for a final order of enforcement. Any court order enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance with the above procedure, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

4.2.8 Should either the permanent or the alternate arbitrator identified above no longer work as a labor arbitrator, the County and the Council shall mutually agree to a replacement.

ARTICLE V
PRE-JOB CONFERENCES

5.1 Timing: The Project Manager shall convene and conduct, at a location and time mutually agreeable to the Council, a pre-job conference with the Unions and the representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and discuss in detail the scope of work and the other issues set forth below, at least fourteen (14) calendar days prior to:

(a) The commencement of any Project construction work, and

(b) The commencement of Project work on any subsequently awarded Construction Contract.

5.2 The pre-job conference shall be attended by a representative of each participating Contractor and each affected Union, and by the Council and the County.

5.3 The pre-job conference shall include but not be limited to the following subjects:

(a) A listing of each Contractor's scope of work;

(b) The craft assignments;

(c) The estimated number of craft workers required to perform the work;

(d) Transportation arrangements;

(e) The estimated start and completion dates of the work; and

(f) Discussion of pre-fabricated materials.

5.4 Review Meetings: In order to ensure the terms of this Agreement are being fulfilled and all concerns pertaining to the County, the Unions and the Contractors are addressed, the County and the Council, or designated representatives thereof, shall meet on a periodic basis during the term of construction. The County and the Council shall have the right to call a meeting of the appropriate parties to ensure the terms of this Agreement are being fulfilled.

ARTICLE VI
NO DISCRIMINATION

6.1 The Contractors/Employers and the Unions agree to comply with all anti-discrimination provisions of federal, state, and local law, to protect employees and applicants for employment, on the Project.

ARTICLE VII
UNION REPRESENTATION AND REFERRAL

7.1 The Contractors/Employers recognize the Unions as the sole bargaining representative of all craft employees performing Covered Work under this Agreement, and all such employees must be represented by a Union for the duration of their employment on the Project.

7.2 The Contractors/Employers shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. This Agreement does not require any employee of a non-Union contractor to join a Union or to pay dues or fees to a Union as a condition of working on the Project; however, nothing in this Article is intended to supersede the independent requirements of the applicable Master Agreements as to Contractors/Employers signatory to such Master Agreements and as to employees of those Contractors/Employers who are performing Covered Work.

7.3 Authorized representatives of the Unions shall have access to the Project until Completion, and whenever warranty work is performed on the Project.

7.4 Contractor(s)/Employer(s) performing construction work on the Project shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Contractor(s)/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

7.5 Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman it considers necessary and desirable, without such persons being referred by the Union(s), unless such craft construction employee is covered by a Master Agreement.

7.6 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain the worker(s) from any source. A Contractor/Employer who hires a worker(s) pursuant to this section shall immediately provide the appropriate Union with the name and address of such worker(s) and shall immediately direct such worker(s) to the appropriate Union hiring hall to be referred for work on the Project.

ARTICLE VIII
WAGES AND BENEFITS

8.1 The Contractors/Employers agree to pay contributions to the vacation, pension and/or other deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement(s) for each hour worked on the Project, in the amounts designated in the applicable Master Agreement(s).

8.2 By signing this Agreement, the Contractors/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements described in Section 8.1, which may from time to time be amended, specifying the detailed basis upon which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors/Employers authorize the parties to such local Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratify and accept the trustees so appointed as if they were appointed by the Contractors/Employers. The Contractors/Employers agree to execute a separate subscription agreement(s) when such Trust Fund(s) requires such document(s).

8.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective craft, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail. The County reserves the right to establish working hours for this Project in the bid package for this Project, with compensation as set forth in the applicable Master Agreement.

8.4 Holidays: Holidays shall be as set forth in the applicable Master Agreement.

ARTICLE IX
LOCAL HIRE, APPRENTICESHIP, AND WORKFORCE DEVELOPMENT

9.1 Local Hire: It is in the interest of the parties to this Agreement to facilitate employment of Napa County residents and to develop increased numbers of local skilled construction workers to meet the requirements of the regional construction economy. For

purposes of this Article, the "Local Area" is defined as Napa County. It is the objective of the parties that not less than thirty percent (30%) of the combined journey-level and apprentice hours worked on the Project will be worked by residents of the Local Area. The Unions agree that residents of the Local Area shall be first referred for Project work, including journey-level workers and apprentices covered by this Agreement. While the objective is to utilize as many workers from the Local Area as possible, the parties recognize that it may not always be practicable. The parties therefore agree that the dispatch and employment of workers shall be in the following priority:

Priority 1: Residents of Napa County
Priority 2: Residents of Solano County
Priority 3: Residents of the Counties of Sonoma, Lake, Marin, Contra Costa, and Alameda
Priority 4: All other areas

9.2 Apprenticeship: Recognizing the need to develop adequate numbers of competent workers in the construction industry, including on public works projects, the Contractors/Employers shall employ apprentices from a California state-approved Joint Apprenticeship Training Program in their respective crafts, to perform such work as is within their capabilities and that is customarily performed by the craft in which they are indentured.

9.2.1 Apprentice ratios will be in compliance with the provisions of the California Labor Code and the applicable state prevailing wage determination.

9.2.2 Consistent with the Master Agreements, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly indentured and supervised.

9.3 Workforce Development: The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry and the opportunity to capitalize on the availability of the County's local work force. To these ends, the Parties shall facilitate, encourage, and assist Local Area residents to commence and progress in Joint Apprenticeship Training Programs in the construction industry leading to participation in such apprenticeship programs.

9.3.1 The Council shall continue to work cooperatively with pre-apprenticeship programs established to serve the Local Area community, namely the North Bay Trades Introductory Program (TIP) and the Construction Trades Workforce Initiative (CTWI), the non-profit pre-apprenticeship partner of the Council.

9.3.2 The Council shall also conduct outreach activities including, but not limited to, coordinating with the Napa County Office of Education and participating in career fairs, classroom visits, and tours for high school students of apprenticeship programs, to identify Local Area residents interested in entering the construction industry and facilitate their entry into a local pre-apprenticeship program or a Joint Apprenticeship Training Program.

ARTICLE X

HELMETS TO HARDHATS

10.1 The Contractors/Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

10.2 The Unions and Contractors/Employers agree to coordinate with the Center to participate in an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XI
COMPLIANCE

11.1 It shall be the responsibility of the Contractors/Employers and Unions to investigate and monitor compliance with the provisions of Article VIII of this Agreement. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent wages or Trust Fund contributions from Contractors/Employers on the Project. Because the Project is a public work subject to the California Labor Code, the County shall monitor compliance with state prevailing wage requirements and take cognizance of violations as required by Labor Code section 1726(a).

ARTICLE XII
GRIEVANCE ARBITRATION PROCEDURE

12.1 Project Labor Disputes: All disputes involving the application or interpretation of a Master Agreement to which a Contractor/Employer and a Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement, other than disputes under Article IV and Article XIII, shall be subject to resolution by the grievance arbitration procedures set forth in this Article.

12.2 Employee Discipline: All disputes involving the discipline and/or discharge of an employee working on the Project shall be resolved through the grievance and arbitration provisions contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or discharged without just cause.

12.3 No grievance shall be recognized unless the grieving party provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual agreement of the parties.

12.4 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the representative of the involved Union or Council, or his/her designee, and the representative of the involved Contractor/Employer, shall confer and attempt to resolve the grievance.

Step 2: If the grievance is not resolved at Step 1, within five (5) business days of the Step 1 meeting or the conclusion of efforts to resolve the grievance at Step 1, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Labor Relations Manager of the Contractor/Employer, or the Contractor/Employer's designated representative, for discussion and resolution. This time limit may be extended by mutual consent of both parties. Regardless of which party has initiated the grievance, the Union shall notify its International Union representative prior to the Step 2 meeting, and the International Union representative shall advise if it intends to participate in the Step 2 meeting. The Project Manager and the Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not resolved at Step 2, either party may request the dispute be submitted to arbitration within five (5) business days of the Step 2 meeting or the conclusion of efforts to resolve the grievance at Step 2. This time limit may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to arbitration, the representatives shall notify the permanent arbitrator designated in Article IV, or if not available, the alternate arbitrator designated in Article IV, for final and binding arbitration. If the permanent arbitrator or the alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of three (3) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

1. William E. Riker of San Francisco
2. Carol A. Vendrillo of Sebastopol
3. Joel Schaffer of Oakland

12.5 The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the arbitrator shall be borne equally by both parties. The arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

12.6 The time limits specified at any step of the grievance procedure may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances or disputes.

12.7 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this grievance procedure, the parties agree that such settlements shall not be precedent setting.

12.8 Retention: At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the County withhold and retain an amount from what is due and owing to the Contractor(s)/Employer(s) against whom the grievance is filed, or its higher-tier Contractor/Employer, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be retained by the County until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an arbitrator shall so order.

12.9 Should any of the arbitrators listed in this Article or Article IV no longer work as a labor arbitrator, the County and the Council shall mutually agree to a replacement.

ARTICLE XIII
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

13.1 The assignment of Covered Work will be solely the responsibility of the Contractor/Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

13.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractors/Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors/Employers and Unions who are parties to this Agreement.

13.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel, Andrey Dooley, Robert Hirsch and Thomas Pagan, and the arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) calendar days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

13.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

13.5 Each Employer will conduct a pre-job conference with the Council prior to commencing work. The County and the Project Manager will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

ARTICLE XIV

MANAGEMENT RIGHTS

14.1 Consistent with the Schedule A agreements, the Contractor(s)/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that all lawful manning provisions in the Master Agreement shall be recognized.

ARTICLE XV
DRUG AND ALCOHOL TESTING

15.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

15.2 Drug and alcohol testing shall be conducted in accordance with the substance abuse prevention policies set forth in the applicable Schedule A.

ARTICLE XVI
SAVINGS CLAUSE

16.1 If any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word that will meet the objections to its validity and will be in accordance with its original intent.

16.2 In the event a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

16.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the County from complying with all or part of the Agreement's provisions, and the County accordingly determines that compliance with this Agreement will not be required in order to perform work under a Construction Contract, the Unions will no longer be bound by the provisions of Article IV.

ARTICLE XVII
TERM

17.1 This Agreement shall be included in all bid documents, requests for proposals, or other equivalent Project solicitations, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for the Project.

17.2 This Agreement shall become effective upon execution by the County and the Council and apply until the Completion of the Project in accordance with Sections 1.4 and 2.2.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

18.1 The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

18.2 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Faxed or emailed signature pages transmitted to other parties to this Agreement shall be deemed the equivalent of original signatures.

18.3 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

[remainder of page intentionally blank]

18.4 The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

NAPA COUNTY, a political subdivision of the State of California

By:_____ Date: _____
AMBER MANFREE,
Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Thomas C. Zeleny* Deputy County Counsel Date: December 15, 2025 PL Doc. No. 128670	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

NAPA-SOLANO BUILDING AND CONSTRUCTION TRADES COUNCIL

By: _____ Date: 1/27/26
Danny Bernardini, Secretary-Treasurer

UNION SIGNATURES

Bricklayers and Allied Craftsmen, Local 3 _____	Boilermakers, Local 549 _____
Elevator Constructors, Local 8 _____	Northern California Carpenters Regional Council (on behalf of itself and its affiliated Local Unions) _____
Insulator Workers, Local 16 _____	Ironworkers, Local 378 _____
Cement Masons, Local 400 _____	Northern California District Council of Laborers (on behalf of itself and its affiliated Local Unions) _____
International Brotherhood of Electrical Workers, Local 180 _____	District Council 16 International Union of Painters and Allied Trades (on behalf of itself and its affiliated Local Unions) _____
Plasterers and Cement Masons, Local 300 _____	International Association of Sheet Metal, Air, Rail and Transportation Workers, Local 104 _____
Plumbers and Steamfitters, Local 343 _____	Teamsters, Local 315 _____

Operating Engineers, Local 3 _____	Utility and Landscape Local, 355 _____
Sprinkler Fitters, Local 483 _____	Roofers, Local 81 _____

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Addendum A
AGREEMENT TO BE BOUND

[Date]
[Addressee]
[Address]

Re: County of Napa Community Workforce Agreement
Agreement to be Bound

Dear _____:

The undersigned confirms that it agrees to be a party to and bound by the Napa County Community Workforce Agreement ("Agreement") as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement to be Bound, the undersigned subscribes to, adopts and agrees to be bound by the written terms of the legally established trust fund documents as set forth in Section 8.1 of the Agreement, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds, and ratifies and accepts the trustees appointed by the parties to such trust funds. The undersigned agrees to execute a separate subscription agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).

The obligation to be a party to and bound by the Agreement shall extend to all work covered by the Napa County Community Workforce Agreement undertaken by the undersigned. The undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of the Agreement by signing an identical Agreement to be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR:_____

California Contractor State License No. or Motor Carrier (CA) Permit No.: _____

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Telephone Number of Authorized Person:_____

Address of Authorized Person:_____

State Public Works Registration Number: _____

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County of Napa
Public Works Department

BUDGET SUMMARY: SOUTH CAMPUS BUILDING 4 HVAC UPGRADES PROJECT: PW 23-10 (Project 23018)						
						1/26/2026
Budget Item	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract	$3,655,000	$0	$0	$0	0%	$0
20% Construction Contingency	$731,000	$0	$0	$0	0%	$0
Design and Engineering	$423,130	$0	$423,130	$193,084	46%	$147,980
Design and Engineering Contingency	$0	$0	$42,313	$0	0%	$42,313
County Project Management/Administration	$299,173	$0	$135,173	$62,648	0%	$72,525
Construction Management	$548,250	$0	$0	$0	0%	$0
Abatement and Special Inspections	$71,134	$0	$50,000	$0	0%	$50,000
TOTAL	$5,727,687	**$0**	$650,616	$255,731	0%	$394,885

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-252

TO: Board of Supervisors

FROM: Steve Lederer - Director of Public Works

REPORT BY: Nydia Campoy - Supervising Staff Services Analyst

SUBJECT: Resolution temporarily closing a portion of Silverado Trail, Oak Knoll Avenue, Big Ranch Road, and El Centro Avenue

RECOMMENDATION

Adopt a Resolution temporarily closing portions of Silverado Trail, Oak Knoll Avenue, Big Ranch Road, and El Centro Avenue from 7:00 A.M. to 1:30 P.M. on Sunday, March 1, 2026, for the 47th Annual Kaiser Permanente Napa Valley Marathon & Half Marathon. (No Fiscal Impact, Discretionary)

BACKGROUND

This year marks the 47th Annual Kaiser Permanente Napa Valley Marathon, scheduled to take place on Sunday, March 1, 2026. The course begins on Silverado Trail at Pickett Road in Calistoga, and runs along Silverado Trail from Calistoga to Oak Knoll Avenue, Oak Knoll Avenue from Silverado Trail to Big Ranch Road, Big Ranch Road from Oak Knoll Avenue to El Centro Avenue, El Centro Avenue from Big Ranch Road to the Napa City Limits and continuing to the finish at Vintage High School in Napa. In addition to the full marathon, a half marathon will begin at Conn Creek Winery and finishing at Vintage High School following the same route as the marathon. Participants will park at Vintage High School where they will be transported by bus to the start of the marathon and half marathon. There have been no reported problems or complaints associated with previous years' events.

For public and participant safety, the organizers have requested road closures to facilitate running the 26.2 miles with the least amount of inconvenience to the public. All traffic control and road closures will be under the direction of the California Highway Patrol (CHP), with a rolling closure in effect for southbound traffic. Runners will have the full width of Silverado Trail for the first 12 miles from Calistoga to State Highway 128. Silverado Trail will be closed to southbound traffic from State Highway 128 to Yountville Crossroad. CHP will escort any vehicles traveling north on Silverado Trail to their destination(s) in small groups, at reduced speeds, to ensure safety for the race participants. Silverado Trail will then be closed from Yountville Crossroad to Oak Knoll Avenue between the hours of 7:00 A.M. and 1:30 P.M. and Oak Knoll Avenue from Silverado Trail to Big

Ranch Road, Big Ranch Road from Oak Knoll Avenue to El Centro Avenue, El Centro Avenue from Big Ranch Road to the Napa City Limits and continuing to the finish at Vintage High School in Napa. In the event of an emergency, CHP is present to modify/stop the event as needed to accommodate the situation.

The aid station located at the nine-mile mark (intersection of Silverado Trail at Pope Street in St. Helena) will be staffed with one doctor, one nurse, and one physical therapist. Aid stations are roughly 2.5 miles apart and communication will be through the use of cell phones and HAM radio operations at these locations. The medical center, located at the finish area, will be staffed with at least 3 doctors, two nurses, two physical therapists, and twelve podiatric students and an advisor. A physical therapist center will be located adjacent to the Vintage High School cafeteria where several physical therapists will be on duty.

Public Works has included conditions to ensure a safe environment for the public. These conditions are:

A. All traffic control devices and personnel be in conformance with Caltrans' Traffic Manual;

B. All properties having access to Silverado Trail, Oak Knoll Avenue, Big Ranch Road, and El Centro being closed shall be notified prior to the event and access shall be provided to them during the event;

C. Access shall be provided for emergency vehicles at all times;

D. The organizers of the Kaiser Permanente Napa Valley Marathon shall contract with the CHP for traffic control services during the event;

E. A certificate of insurance in the amount of $2,000,000 shall be provided to the County naming the County of Napa, its employees, agents, and officers as additional insureds;

F. All costs of clean up and repairs to County facilities damaged as a result of this event shall be borne by the organizers of the Kaiser Permanente Napa Valley Marathon; and

G. All portable toilets shall be removed from the Napa County right-of-way immediately following the conclusion of the event and shall not remain in the right-of-way after sundown.

Public Works has received both the Insurance Certificate and the Agreement with CHP.

Calendar of Events:

There are no special events scheduled in the six weeks preceding this event.

The following special events are scheduled in the six weeks following this event; road closures noted:

-Alpha Win Triathlon, April 11, 2026, no road closure

Requested Action:

Adopt a resolution temporarily closing portions of Silverado Trail, Oak Knoll Avenue, Big Ranch Road, and El Centro Avenue from 7:00 A.M. to 1:30 P.M. on Sunday, March 1, 2026, for the 47th Annual Kaiser Permanente

Napa Valley Marathon & Half Marathon.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The request for the road closure is presented as a collaborative effort to ensure the safety and success of the marathon and half marathon participants.
Is the general fund affected?	No
Consequences if not approved:	If the Board of Supervisors does not approve the planned road closure, event organizers would not be able to provide a safe and controlled environment for the participants.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, TEMPORARILY CLOSING PORTIONS OF SILVERADO TRAIL, OAK KNOLL AVENUE, BIG RANCH ROAD, AND EL CENTRO AVENUE

WHEREAS, Section 21101 of the California Vehicle Code allows local authorities to adopt rules and regulations by resolution to provide for temporarily closing a portion of any street or road for celebrations, parades, local special events, and other purposes when, in their opinion, the closing is necessary for the safety and protection of persons who are to use that portion of the street or road during the temporary closing; and

WHEREAS, Napa Valley Marathon, Inc. ("Permittee") has requested a special event permit for a race – the Napa Valley Marathon and Half Marathon – to be held on Sunday, March 1, 2026, between the hours of 7:00 A.M. and 1:30 P.M.; and

WHEREAS, as part of the special events permit application, the Permittee has requested the temporary closure of Silverado Trail from the Calistoga City Limits to Oak Knoll Avenue, Oak Knoll Avenue between Silverado Trail and Big Ranch Road, Big Ranch Road from Oak Knoll Avenue to El Centro Avenue, and El Centro Avenue from Big Ranch Road to the Napa City Limits;

NOW, THEREFORE, BE IT RESOLVED by the Napa County Board of Supervisors pursuant to Section 21101 of the California Vehicle Code that the Board hereby permits the temporary closure of Silverado Trail from the Calistoga City Limits to Oak Knoll Avenue, Oak Knoll Avenue between Silverado Trail and Big Ranch Road, Big Ranch Road from Oak Knoll Avenue to El Centro Avenue, and El Centro Avenue from Big Ranch Road to the Napa City Limits on Sunday, March 1, 2026, from 7:00 A.M. to 1:30 P.M. to provide for the safety and protection of persons using those portions of these County roads during that period, subject to the following conditions:

1. Permittee will furnish to the Director of Public Works a Certificate of Insurance in the amount of $2,000,000 to cover the liability of the Permittee for property damage and/or injuries, including death, to any persons in connection with the activities conducted in accordance with the permit with an endorsement naming Napa County and its officers, employees, agents, and volunteers as additional insureds;

2. Traffic control measures including but not limited to signs, barricades and cones shall be used as directed by traffic control personnel and be in accordance with the requirements of the State of California, Department of Transportation, Traffic Manual and as approved by Napa County, both as to type and location;

3. Permittee shall have entered into a contract with the California Highway Patrol for traffic control services during the event;

4. Permittee acknowledges the County, at its sole discretion, has the right to cancel or terminate the event in the interest of public or participant safety.

5. The owners and occupants of all properties having access to the portions of Silverado Trail, Oak Knoll Avenue, Big Ranch Road, and El Centro Avenue being closed shall be notified by Permittee or their representative at least two weeks prior to the event and access shall be provided to them during the event;

6. Access and through travel, if necessary, shall be provided for emergency vehicles at all times; and

7. All clean-up and repair of any damage done to County-owned facilities as a result of this event shall be done by the Permittee at Permittee's expense.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the _____ day of _____, 2026, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: *Ryan FitzGerald*, Deputy Date: January 27, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: (Board Meeting Date) Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By:_____

Road Closures on March 1, 2026

Due to the **47th running of the Kaiser Permanente Napa Valley Marathon & Half Marathon**, it will be necessary to close down sections of Silverado Trail, Oak Knoll Avenue, Big Ranch Road, El Centro Avenue, and Solomon Avenue for a period of time. The following times are **approximate** and may be used as general guidelines.

Silverado Trail from Calistoga to Dunaweal Lane	6:00 to 8:30am
Silverado Trail from Dunaweal to Deer Park Road	7:15 to 9:30am
Silverado Trail from Deer Park Road to Highway 128	7:30 to 10:30am
Silverado Trail from Highway 128 to Skellenger Ln.	5:00 to 11:00am
Silverado Trail from Skellenger Ln. to Yountville Crossroad	7:00 to 11:45am
Silverado Trail from Yountville Crossroad to Oak Knoll Avenue	7:10am to 12:45pm
Oak Knoll Avenue from Silverado Trail to Big Ranch Rd	7:15am to 1:00pm
Big Ranch Rd from Oak Knoll Ave to El Centro Ave	7:15am to 1:15pm
El Centro Ave from Big Ranch Rd to Solomon Ave	7:00am to 1:30pm
Solomon Ave from El Centro Ave to Trower Ave	7:00am to 1:30pm

Traffic controls and closures will be controlled by CHP; all times and closures are subject to change at CHP's discretion.

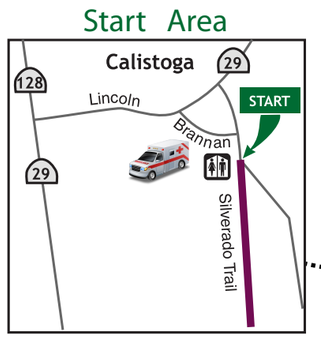
During this period, residents should proceed northbound at a slow speed exiting at the closest intersection. Residents north of the intersection of Highway 128 and Silverado Trail that need to leave while the highway is closed will have to go southbound at the speed of the runners and exit Silverado Trail at the nearest intersection.

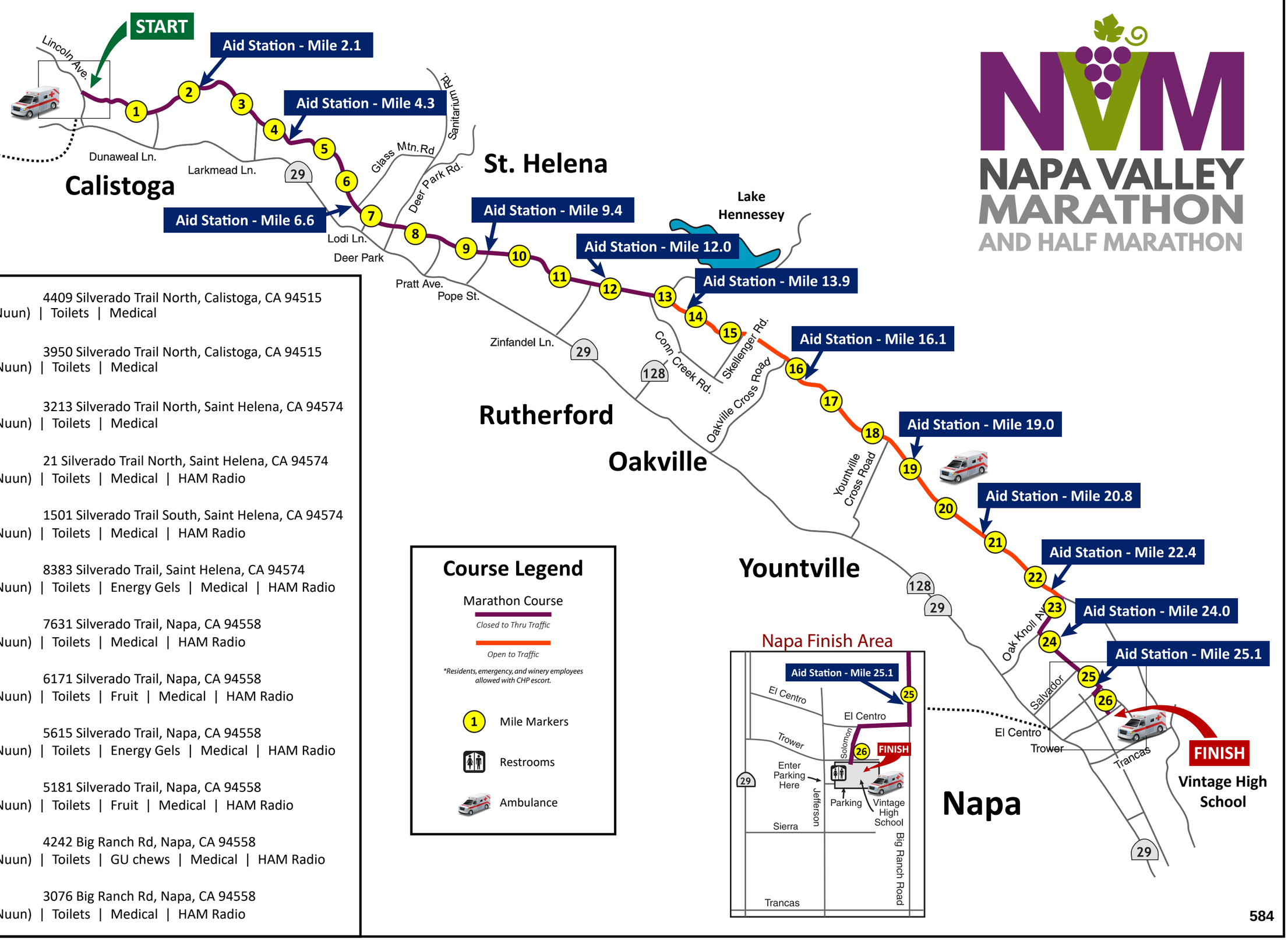
South of Highway 128, the northbound lane will be closed to all traffic except residents, workers and emergency vehicles. Workers needing access to northbound Silverado Trail from the intersections of Oak Knoll Avenue to Highway 128 will need a Napa Valley Marathon worker permit. Residents and workers should approach Silverado Trail at the next intersection SOUTH of your destination to utilize the northbound access lane. Those who need access to Silverado Trail between Oak Knoll Ave and Yountville Cross Rd should approach via northbound Silverado Trail and will be escorted north from the closure at Oak Knoll/Silverado. To obtain permits, please contact raceinfo@napavalleymarathon.org.

The Napa Valley Marathon & Half Marathon supports Napa Valley youth and other local charities. This is a once-a-year event and we appreciate your cooperation and patience. For more information, please visit our website at www.napavalleymarathon.org. Come out and enjoy the race!

Thank you,

Napa Valley Marathon Race Committee
raceinfo@napavalleymarathon.org





Aid Station - Mile 2.1 4409 Silverado Trail North, Calistoga, CA 94515
Water | Electrolyte (Nuun) | Toilets | Medical

Aid Station - Mile 4.3 3950 Silverado Trail North, Calistoga, CA 94515
Water | Electrolyte (Nuun) | Toilets | Medical

Aid Station - Mile 6.6 3213 Silverado Trail North, Saint Helena, CA 94574
Water | Electrolyte (Nuun) | Toilets | Medical

Aid Station - Mile 9.4 21 Silverado Trail North, Saint Helena, CA 94574
Water | Electrolyte (Nuun) | Toilets | Medical | HAM Radio

Aid Station - Mile 12.0 1501 Silverado Trail South, Saint Helena, CA 94574
Water | Electrolyte (Nuun) | Toilets | Medical | HAM Radio

Aid Station - Mile 13.9 8383 Silverado Trail, Saint Helena, CA 94574
Water | Electrolyte (Nuun) | Toilets | Energy Gels | Medical | HAM Radio

Aid Station - Mile 16.1 7631 Silverado Trail, Napa, CA 94558
Water | Electrolyte (Nuun) | Toilets | Medical | HAM Radio

Aid Station - Mile 19.0 6171 Silverado Trail, Napa, CA 94558
Water | Electrolyte (Nuun) | Toilets | Fruit | Medical | HAM Radio

Aid Station - Mile 20.8 5615 Silverado Trail, Napa, CA 94558
Water | Electrolyte (Nuun) | Toilets | Energy Gels | Medical | HAM Radio

Aid Station - Mile 22.4 5181 Silverado Trail, Napa, CA 94558
Water | Electrolyte (Nuun) | Toilets | Fruit | Medical | HAM Radio

Aid Station - Mile 24.0 4242 Big Ranch Rd, Napa, CA 94558
Water | Electrolyte (Nuun) | Toilets | GU chews | Medical | HAM Radio

Aid Station - Mile 25.1 3076 Big Ranch Rd, Napa, CA 94558
Water | Electrolyte (Nuun) | Toilets | Medical | HAM Radio

Course Legend

Marathon Course

Closed to Thru Traffic

Open to Traffic

**Residents, emergency, and winery employees allowed with CHP escort.*

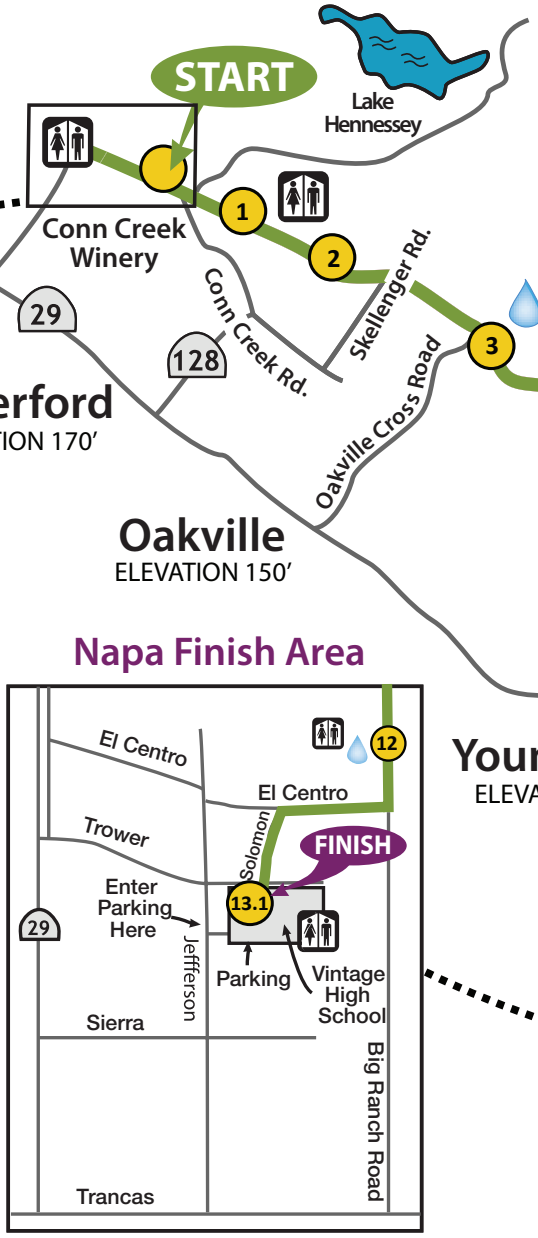
1 Mile Markers

Restrooms

Ambulance

NVM
NAPA VALLEY MARATHON
AND HALF MARATHON

HALF MARATHON COURSE MAP



KAISER PERMANENTE® thrive

NVM NAPA VALLEY MARATHON AND HALF MARATHON

www.napavalleymarathon.org

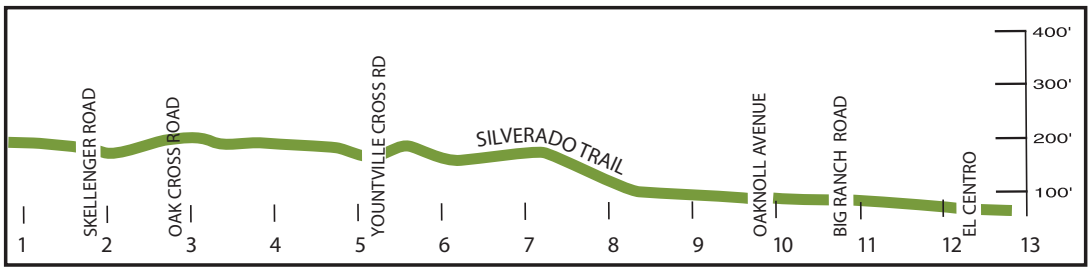
Course Legend

Half Marathon Course:

Open to One Lane of Traffic

(Residents, emergency, and winery employees allowed with CHP escort.)

- 1 Mile Markers
- Water Stations
- Restrooms



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-261

TO: Board of Supervisors

FROM: Steven Lederer, Director of Public Works

REPORT BY: Frank Lucido, Engineering Manager

SUBJECT: Project creation and budget amendment for the "Hall of Justice Improvements Project," PW 26-19

RECOMMENDATION

Approve and authorize creation of Capital Improvement Project 26022 for the "Hall of Justice Improvements Project" PW 26-19; and approve a Budget Amendment for design, plans specifications, project bidding services, and construction costs. (Fiscal Impact: $1,000,000 Expense; Capital Improvement Fund; Not Budgeted; Discretionary)

[4/5 vote required]

BACKGROUND

On June 3, 2025, the Board considered the Facilities Master Plan and chose to pause it. The Board has also agreed to move the Public Defender (PD) and Elections to the Hall of Justice (HOJ). Currently at the HOJ, Elections is spread out in various locations on the first and second floors, and the PD has fully relocated to the second floor. Elections is expected to move its entire operation (including materials currently stored at Building 4) onto the first floor of the Hall of Justice. Much of the first and second floors of the Hall of Justice have been heavily used over the years and a project is needed to replace the carpet, complete some painting and make minor furniture modifications. Elections also has special security, communications and other needs that will require modifications to the facility after the 2026 November Election.

The total available funding for the project is $1,000,000. This figure includes design and construction phases. A budget amendment is proposed to transfer project funds from the paused Facilities Master Plan Project into the new Capital Improvement Project. This is an early cost estimate, and the full amount may not be needed. Any unused funds will be returned for use elsewhere. The Board designated $9 million for actions required as a result of pausing the Facilities Master Plan. The funds for this project will be drawn from that designation. Final costs will be confirmed through a competitive bidding process. The Director of Public Works

recommends approval to create Project 26022 and the Budget Amendment. Staff will return to the Board of Supervisors later for approval of the Plans and Specifications, and request for authorization to advertise for bids.

Requested Actions:

1. Approve and authorize creation of Capital Improvement Project 26022 for the "HOJ Tenant Improvements Project" PW 26-19; and

2. Approve a Budget Amendment for the following (4/5 vote required):

Reverse the transfer of $1,000,000 to the Facilities Master Plan Project (Fund 3000, Sub-Division 3000560, Project 23045, Account 52360) and re-direct the Intrafund Transfers Out appropriations from the Accumulated Capital Outlay (Fund 3000, Sub-Division 3000000, Account 57900) to fund the HOJ Tenant Improvement Project; Increase Intrafund Transfers-in for to the HOJ Tenant Improvement Project (Fund 3000, Sub-Division 3000502, Project 26022, Account 49900) offset by an increase in appropriations for Construction Services (Fund 3000, Sub-Division 3000502, Project 26022, Accounts 52360).

FISCAL IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval is needed to start design.
Is the general fund affected?	No
Future fiscal impact:	Depending on the scope of the project, staff may need to return to request additional funding.
Consequences if not approved:	Other space will need to be found which would likely be at a higher cost to the County.
Additional Information	The Hall of Justice is will eventually need other deferred maintenance such as a new roof and maintenance to the interior HVAC and plumbing system.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

Project 26022	Hall of Justice Tenant Improvements, PW 26-19					12/17/2025
Budget Item	**Budget Item Amount**	**Request Today**	**Board Appropriation To Date**	**Appropriation Amount Spent to Date**	**Appropriation % Spent to Date**	**Appropriation Amount Balance**
Construction Contract	$650,000	$650,000	$0	$0	0%	$0
15% Construction Contingency	$97,500	$97,500	$0	$0	0%	$0
Design and Engineering Consultant	$100,000	$100,000	$0	$0	0%	$0
Engineering Consultant Contingency	$0	$0	$0	$0	0%	$0
Construction Management	$54,500	$54,500	$0	$0	0%	$0
County Project Management/Administration	$80,000	$80,000	$0	$0	0%	$0
Environmental and Special Inspections	$13,000	$13,000	$0	$0	0%	$0
Mailers, Newspaper Advertisement, Permits	$5,000	$5,000	$0	$0	0%	$0
TOTAL	1,000,000	$1,000,000	0	0	0%	0

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-275

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Andrew M. Mize, Legislative & Policy Analyst

SUBJECT: Senate Bill 299 - Proposed Letter in Support

RECOMMENDATION

Discuss and approve for transmission a position letter in support of California Senate Bill 299, related to CEQA review of proposed child care facilities. (No Fiscal Impact)

BACKGROUND

This matter is before the Board by referral to the Chief Executive Officer at its January 27, 2026 meeting. This item is on the Board's administrative calendar upon the request for a five-signature letter in support by the referrer. In 2025, the California Legislature passed, and Governor Newsom signed, SB 131, a sweeping CEQA reform bill. Among the provisions of SB 131 was an exemption for day care centers not located in residential areas, Public Resources Code § 21080.69. SB 299, authored by Sen. Chris Cabaldon, creates a new CEQA exemption for day care centers and family daycare homes located on parcels of land zoned exclusively for residential use, Public Resources Code § 21080.68.

Under current law, most childcare facilities in residential are exempt from CEQA using "existing facilities" (Class 1) and "infill" (Class 32) exemptions, or are likely considered "by-right" facilities, meaning they are not subject to CEQA at all. (Cook, Brynn, Analysis of SB 299 for Senate Committee on Environmental Quality, prepared for hearing on 1/13/2026, pp. 3-4.) But the use of these exemptions requires the project proponent to demonstrate how their project meets the criteria for these exemptions, and this rationale is subject to challenge.

SB 299 provides a CEQA exemption that has fewer eligibility requirements than the Class 1 and Class 32 exemptions. (Sen. E.Q. Analysis, p. 6.) The requirements of this exemption are straightforward, requiring only that the project meet statutory definitions of a day care center (Health and Safety Code § 1596.76) or family daycare home (Health and Safety Code § 1596.78) and be on a parcel zoned exclusively for residential use. As

such, the exemption proposed by SB 299 would be difficult to challenge. (Sen. E.Q. Analysis, p. 6.)

Passage of this bill would substantially restrict grounds for neighbor challenges to child care centers in residential areas on the basis of a project's nonadherence to CEQA exemption eligibility requirements. Challenges would have to stem from other, non-CEQA grounds.

In addition to its broad impacts on the County's incorporated cities, areas of unincorporated Napa County with significant residential development that will be most impacted by this bill are Vichy Springs, Silverado, Circle Oaks, Berryessa, Angwin, and Pope Valley.

Requested action: Authorize the transmission of position letters in support of SB 299 to the committee currently considering the proposal, and to future committees to which the bill is referred for vote.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Board has broad discretion to take positions on state and federal legislation. This requested action represents an exercise of that discretion in support of improving resident access to affordable child development services.
Consequences if not approved:	No letter in support of SB 299 will transmit from the Board.
Additional Information	Strategic Initiatives: Build Healthy, Connected Communities.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

A Tradition of Stewardship
A Commitment to Service

Board of Supervisors

1195 Third St
Suite 310
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4421
Fax: (707) 253-4176

Amber Manfree
Chair

Hon. Asm. Issac G. Bryan
Chair, Assembly Natural Resources Committee
1020 N Street, Room 164
Sacramento, Calif. 95814

February 10, 2026

Dear Assemblymember Bryan,

On behalf of the Napa County Board of Supervisors, I write in strong support of the passage of Senate Bill 299, authored by Senator Cabaldon and coauthored by Senator Pérez, through the Assembly Committee on Natural Resources. The bill fills in a missing piece of the CEQA child care exemption puzzle and will give families and childcare providers flexibility and access to meaningful choice.

Last year's CEQA reforms (P.C. 24, § 15) granted important exemptions for all day care centers in areas where people work and on parcels with multi-use zoning designations. This is a useful and innovative approach to building day care facilities: it incentivizes construction in commercial areas, allowing parents and caregivers to drop children off close to work and be nearby in case of illness or other need, and incentivizes new day care centers as a draw in multi-family, multi-use urban infill developments.

The reforms did not, however, make provision for exemption from CEQA in residential areas, putting at relative disadvantage a category of day care facilities favored by a range of parents and caregivers. Families who want to walk their children to daycare before work, families with a strong connection to their neighborhoods build tight-knit communities, and families who want their children to grow up with other children in the neighborhood might all prefer to send their children to a day care close to home.

Last year's bill puts residential day care center business proposals at a comparative economic disadvantage relative to proposals for day care centers in urban and commercial areas, requiring that proposals day care centers in residential areas undergo CEQA review. The reforms create an incentive for lenders and prospective day care owners and operators to favor opening centers on CEQA-exempt parcels, resulting in fewer new day care centers in residential areas.

SB 299 puts the prospects of small, in-home family day care centers on level footing with centers in other areas. The bill strikes the right balance in creating a narrowly tailored exemption that will not unduly burden neighborhood traffic in residential neighborhoods.

Joelle Gallagher	**Liz Alessio**	**Anne Cottrell**	**Amber Manfree**	**Belia Ramos**
District 1	District 2	District 3	District 4	District 5

We respectfully request that the committee recognize this careful balance and vote to pass SB 299 to the Appropriations Committee.

Sincerely,

Amber Manfree
Chair
District 4 Supervisor

Liz Alessio
Vice Chair
District 2 Supervisor

Joelle Gallagher
District 1 Supervisor

Anne Cottrell
District 3 Supervisor

Belia Ramos
District 5 Supervisor

cc:

Members and Staff of the Assembly Natural Resources Committee
Sen. Chris Cabaldon
Sen. Sasha Renee Pérez
Asm. Cecilia Aguiar-Curry

AMENDED IN SENATE JANUARY 14, 2026

AMENDED IN SENATE JANUARY 5, 2026

AMENDED IN SENATE MAY 7, 2025

SENATE BILL No. 299

Introduced by Senator Cabaldon
(Coauthor: Senator Pérez)

February 10, 2025

An act to ~~amend~~ *add* Section ~~21080.69 of~~ *21080.68 to* the Public Resources Code, relating to environmental quality.

LEGISLATIVE COUNSEL'S DIGEST

SB 299, as amended, Cabaldon. California Environmental Quality Act: exemption: day care center: *family daycare home:* zoning.

The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment.

Existing law exempts specified projects from CEQA, including a project that consists exclusively of a day care center, as defined, that is not located in a residential area.

This bill would ~~instead provide that the above exemption from CEQA applies if the day care center is not located on a parcel of land zoned exclusively for residential use. The bill would additionally~~ exempt from CEQA a project that consists exclusively of a *day care center or a* family daycare home, as ~~defined.~~ *defined, that is located on a parcel of land zoned exclusively for residential use, except as provided.* By imposing additional duties on a lead agency to determine the applicability of these exemptions, 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.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: yes.

The people of the State of California do enact as follows:

~~SECTION 1. Section 21080.69 of the Public Resources Code is amended to read:~~

~~21080.69. (a) Except as provided in subdivision (b), this division does not apply to any of the following projects:~~

~~(1) A project that consists exclusively of a day care center, as defined in Section 1596.76 of the Health and Safety Code, that is not located on a parcel of land zoned exclusively for residential use.~~

~~(2) A project that consists exclusively of a family daycare home, as defined in Section 1596.78 of the Health and Safety Code.~~

~~(3) A project that consists exclusively of a rural health clinic, as defined by Section 1396(d)(*l*)(1) of Title 42 of the United States Code, or a federally qualified health center, as defined by Section 1396(d)(*l*)(2) of Title 42 of the United States Code, if the facility is less than 50,000 square feet in total space.~~

~~(4) A project that consists exclusively of a nonprofit food bank or food pantry, defined as a nonprofit organization that is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (26 U.S.C. Sec. 501(c)(3)), that solicits, stores, and distributes sufficient food to~~

~~their defined service area, if the project is located on a site that is zoned exclusively for industrial uses.~~

~~(5) A project that consists exclusively of a facility for advanced manufacturing, as defined in Section 26003, if the project is located on a site zoned exclusively for industrial uses.~~

~~(b) This section does not apply to a project located on natural and protected lands, as defined pursuant to Section 21067.5.~~

SECTION 1. Section 21080.68 is added to the Public Resources Code, to read:

21080.68. (a) This division does not apply to the following projects:

(1) A project that consists exclusively of a day care center, as defined in Section 1596.76 of the Health and Safety Code, that is located on a parcel of land zoned exclusively for residential use.

(2) A project that consists exclusively of a family daycare home, as defined in Section 1596.78 of the Health and Safety Code, that is located on a parcel of land zoned exclusively for residential use.

(b) This section does not apply to a project located within 3,200 feet of a facility that actively extracts or refines oil or natural gas.

(c) This section does not apply to a project located on natural and protected lands, as defined pursuant to Section 21067.5.

SEC. 2. 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.

O

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-214

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Andrew M. Mize, Legislative & Policy Analyst

SUBJECT: Resolution Amending Section 8, Board Policies for Conducting Business, and approval of a list of recurring proclamations.

RECOMMENDATION

Approve and adopt a Resolution amending Napa County Policy Manual, Part 1, Section 8, and approve and adopt a list of proclamations slated for presentation in 2026. (No Fiscal Impact)

BACKGROUND

This item is before the Board upon referral to staff at the Board's regular meeting on January 13, 2026.

Based on the referral, and additional conversations both with the referrer and internally, staff propose an amendment to Section 8 to add additional clarification regarding the presentation of laudatory proclamations by the Board, both at its regular meetings and outside those meetings.

Staff propose that, moving forward, the Board approve a list of recurring proclamations at the first regular meeting of each year.

Proclamations presented at Board meetings will by default include the electronic signatures of all five members, but all five signatures are not required for presentation. Board members may opt out of having their signature appear on any proclamation, regardless of individual vote.

Board members proposing additional proclamations not on the annually approved list may either present them individually signed, outside of a Board meeting, or refer the proclamation to the CEO, supported by a vote of a

majority of the Board.

Recommended actions:

1. Approve and adopt the resolution effecting amendments to Section 8; and
2. Approve a list of proclamations for presentation in 2026.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This discussion is intended to improve the efficiency and transparency of the Board's efficiency and transparency by annually approving a list of regular proclamations and formally referring, upon majority vote of members present, additional proclamations not previously approved.
Consequences if not approved:	Absent these changes, the current process of informal referral will continue unchanged.
Additional Information	Strategic Initiative: Building Healthy, Connected Communities; Elevate County Service and Workforce Excellence.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

RESOLUTION NO. 2026-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING NAPA COUNTY POLICY MANUAL, PART I: SECTION 8, EFFECTIVE FEBRUARY 10, 2026

WHEREAS, Section 8 of the Board of Supervisors policy manual provides for the presentation of laudatory declarations, formerly known as proclamations, by the Board; and

WHEREAS, the Board may, from time to time, in the ordinary course of its business, alter the manner in which it conducts its regular business based upon feedback from its members; and

WHEREAS, the Board desires to improve its regular practices with respect to its presentation of laudatory declarations, hereinafter to be known once again as proclamations, in the interests of efficiency and transparency, by annually approving a list of regular proclamations and formally referring, upon majority vote of members present, additional proclamations not previously approved.

NOW, THEREFORE, BE IT RESOLVED, by the Napa County Board of Supervisors that Section 8 of Part I of the Napa County Policy Manual relating to "Policies for Conducting Business" is amended as shown in Exhibit "A," attached hereto and hereby incorporated by reference, effective February 10, 2026.

BE IT FURTHER RESOLVED, that the Clerk of the Board of Supervisors is directed to incorporate the changes to Section 8 "Policies for Conducting Business," so that the Section reads in the manner set forth in Exhibit "B."

[remainder of page intentionally blank]

THE FOREGOING RESOLUTION WAS DULY, AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board of Supervisors on the 10th day of February, 2026, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
ANNE COTTRELL, Chair
Napa County Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: _____ County Counsel Date: February 4, 2026	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

Jan
Outgoing Chair Recognition
Positive Parenting Awareness Month

Mar
Ag Month

Apr
Sexual Assault Awareness Month
Child Abuse Prevention Month
Week of the Young Child
Public Health Week
Library Week

May
Asian American and Pacific Islander Heritage Month
Wildfire Preparedness Month
Older Americans Month
Mental Health Awareness Month
Historic Preservation Month
Peace Officer Memorial Week (this is paired with a colors presentation from Sheriff's office)

Jun
Grower of the Year
PRIDE Month
Elder and Dependent Adult Abuse Awareness Month

Jul
Probation Appreciation Week

Aug
Child Support Awareness Month
Farmers' Market Week

Sep
Workforce Development Month
Preparedness Month
Recovery Month
Suicide Prevention Month
Hispanic Heritage Month (Sept 15-Oct15)

Oct
Domestic Violence Awareness Month
Cyber Security Month

Nov
Adoption Month

Exhibit A: Redline

BOARD OF SUPERVISORS

Policies for Conducting Business

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Policy Statement

The Napa County Board of Supervisors ("Board") is committed to the highest standards of effective governance. The primary roles of the Board are to set a direction and policy for the County that identifies countywide issues and supervisorial district issues with countywide impact and to put strategies and coalitions in place to address those issues while maintaining fiscal sustainability. The Board works with the County Executive Officer ("CEO") to keep the organization's efforts focused on its mission, values and strategic goals.

This Policy sets forth procedures for conducting meetings of the Board and external advocacy by the Board, standards of conduct for members of the Board, procedures and qualifications for establishment and appointments to advisory boards and committees of the Board, and procedures for appeals taken before the Board.

I. Meetings of the Board of Supervisors

A. Meeting Organization

1. *Meeting Calendar*

   Regular meetings of the Board of Supervisors shall begin at the time, date and place specified on the calendar for the coming year adopted at or before the last meeting of the Board of Supervisors in December of the current year. Non-scheduled regular meetings and special meetings may also be set in compliance with the requirements of the Brown Act.

2. *Meeting Location*

   Unless specially noticed or otherwise adopted in the annual calendar, meetings shall be held in the Board of Supervisors meeting room, Room 305, Third Floor, County Administration Building, 1195 Third Street, Napa, California.

3. *Meeting Cancellations*

   Any meeting of the Board may be cancelled by majority vote of the Board or by the Clerk of the Board ("Clerk") for lack of a quorum or lack of business.

4. *Duration of Meetings*

   Once called to order, all meetings shall continue until all business on the agenda is completed unless the Board determines by majority vote to continue some or all of the remaining items to a later meeting.

5. *Order of Business*

   The regular order of business of meetings of the Board shall be:

   a. Call to Order, Roll Call, and Pledge of Allegiance;

   b. Laudatory Declarations;

   c. Consent Calendar – Special Districts and Consent Calendar for the Board;

   d. Public Comment on matters not on the agenda;

   e. Board of Supervisors Reports and Announcements;

   f. Discussion of items pulled from Consent Calendars;

   g. Regular Agenda of the Board, including Administrative Items – Special Districts,

Administrative Items for the Board, Public Hearings – Special Districts, Public Hearings before the Board, and Closed Session Items; and

h. Adjournment.

The Chair may alter or deviate from this schedule.

6. *Public Comment Generally*

Any person desiring to address the Board when recognized by the Chair should give their name for the purpose of the record as well as any campaign contributions required to be disclosed pursuant to the Levine Act (Government Code section 84308). In the interest of facilitating the business of the Board, the following shall apply:

a. Each speaker shall be permitted to be heard once for up to three minutes per Board agenda item unless the Chair affirmatively grants additional time. The three-minute per speaker time limit for public input on any agenda item may be reduced by the Board Chair to less than three minutes (but in no event to less than one minute per speaker) as may be reasonably necessary for the orderly and efficient conduct of Board meetings. Speakers shall address the Board when they have first been recognized by the Chair and shall not address their comments or questions directly to staff or to members of the audience.

b. Any reduction of the time limit should be announced by the Board Chair prior to the beginning of the public speaking segment of each item to which the reduction applies. These per person time limits shall not apply to applicants or appellants who are parties to matters that are the subject of noticed hearings.

c. A period for public comment for items not on the agenda shall be held immediately following the adoption of the Consent Calendar. However, the Chair may move it to a later time by announcing such at the beginning of the meeting.

d. Members of the public should submit written materials that they wish to have considered by the Board as far in advance as is practicable. [1] Written materials submitted to the Board electronically or as hard copies in advance of a public hearing shall be made available to the public for review and inspection, consistent with requirements of the Brown Act. Specifically, the Clerk shall cause a copy of such materials to be made available for inspection in Room 310 of the County building during normal business hours and may also post such materials on the County's website.

7. *Recording of Meetings*

It shall be the general practice of the Board to record the open portions of its meetings. The County's recording of the hearing or meeting constitutes the official record of the proceedings.

Upon completion of the Board of Supervisors meeting, minutes will be prepared documenting all actions taken by the Board of Supervisors at the meeting. If any individual wishes further information on any item, they should contact the Clerk.

[1] Members of the public should note that the agenda packet may not include all department-level documents associated with an agenda item, depending on the complexity of the item.

8. Parliamentary Procedures – Robert's Rules of Order

Unless otherwise provided by this Policy, all proceedings before the Board shall be conducted in accordance with and pursuant to the parliamentary procedure set forth in the published edition of "Robert's Rules of Order" that is most current at the time of the proceedings.

B. Appointments & Elections

1. Election of Chair and Vice-Chair

a. Election

Each January, the Board shall elect a Chair and Vice-Chair by majority vote. The Board may elect any supervisors to serve as Chair and Vice-Chair, notwithstanding anything to the contrary in this subsection I.B.

If one or more supervisors have been elected to the Board the previous year, the Chair and Vice Chair election shall take place at the first Board meeting following the newly elected supervisors taking office.

However, if the sitting Chair and Vice-Chair are both leaving office, the Clerk shall call the meeting to order and call for motions for the election of a Chair and Vice-Chair immediately following the newly elected supervisor(s) taking office.

b. Rotation of Chair and Vice-Chair Positions

The Board traditionally rotates the positions of Chair and Vice-Chair on an annual basis. The positions are rotated in order of supervisorial district number. In general, the Vice-Chair serves as Chair the year following the supervisor's period of service as Vice-Chair, though a supervisor may decline to serve as Chair. In such case, the Board may elect a different chair, or the existing Chair may serve in that position for another year; such action shall not change the numerical rotation of the Vice-Chair position.

When a newly elected supervisor is scheduled to serve as Chair during that supervisor's first year in office, that supervisor may instead express their interest to serve as Vice-Chair during that year and may rotate into the Chair position the following year. Thereafter, the normal rotation for election of Chair and Vice-Chair would resume.

c. Term of Service

Each Chair and Vice-Chair shall serve until their respective successors are elected to and assume the positions of Chair or Vice-Chair except in the circumstance described above in paragraph (a).

d. Availability of Chair and Vice-Chair

If the elected Chair and Vice-Chair are unavailable during a meeting, or are anticipated to be unavailable at a future meeting, or if either the Chair or both the Chair and Vice-Chair will be unavailable to execute documents during some discrete period of time, any of the supervisors present at a meeting of the Board during which the issue has arisen may make a motion, which may be seconded by any of the other supervisors present, to elect an Acting Chair to preside over any such meeting at which the Chair and Vice-Chair will be unavailable and/or to execute any documents in the name of the Board which would otherwise have been executed by the Chair and/or Vice-Chair during the period of the unavailability of the Chair and/or Vice-Chair.

2. *Duties, Rights, and Responsibilities of the Chair*

a. Duties and Powers of the Chair

The Chair of the Board shall preserve order and decorum during meetings of the Board. The Chair shall decide questions of order subject to being overruled by at least a four-fifths vote of the Board and shall perform such other duties as are required by law. The Chair shall have the power to suspend a meeting due to disruptive or abusive conduct by any person, including during any public hearing or public comment period before the Board. For the purposes of this Policy, disruptive conduct shall mean a breach of the peace or any inappropriate or violent conduct or disturbance that interrupts the due and orderly course of the meeting.

The Chair of the Board may make or second any motion, and present and discuss any matter on the agenda as any other member of the Board without having to step down as Chair. The Chair shall have all the rights and duties enjoyed by any other member of the Board.

b. Roll Call Vote

A roll call vote shall be required on any motion where voting by roll call is required by law and may be required in voting upon any motion of the Board at the discretion of the Chair. Any supervisor present and sitting as a member of the Board who does not vote either by audible voice or by electronic display apparent to the members of the Board and other persons present in the meeting, shall be recorded as voting "aye".

c. Special Districts & Other Entities for which the Board of Supervisors is the Governing Board

The Chair of the Board of Supervisors will also serve as Chair of the Special Districts and other entities under the jurisdiction of the Board of Supervisors such as Lake Berryessa Resort Improvement District, Monticello Public Cemetery District, Napa Berryessa Resort Improvement District, Napa County Groundwater Sustainability Agency, Napa County Public Improvement Corporation and Silverado Community Services District. This list may be updated by staff upon action by the Board to either create or dissolve any such Boards.

For each of the entities above, the Auditor-Controller shall serve as Treasurer and the Clerk of the Board shall serve as Secretary.

3. *Signature Authority of the Vice-Chair*

Documents explicitly authorized by the Board to be executed by the Chair may be executed by the Vice-Chair in the event the Chair is unavailable at the time of such execution, or by the Acting Chair elected pursuant to the provisions of this Policy and presiding at the time of the authorization, if both the Chair and Vice-Chair are unavailable at the time of execution.

4. *Appointments of Members of the Board of Supervisors to External Committees, Commissions, and Other Boards*

The Board will make such appointments in accordance with the following guidelines, unless in specific instances the Board determines by majority vote that a different procedure should be followed.

a. Appointment Procedures & Timing

At the first Board meeting following the first Monday in January, and thereafter in accordance with the Maddy Act (Government Code section 54970 et seq.), where

applicable, when new positions are created or unexpected vacancies occur, the Board shall make appointments to those various boards, commissions, committees and authorities on which Board members are asked to serve.

b. Appointments Upon Expiration of Term of Appointment

Appointments to existing positions made vacant by expiration of the term of the appointment will be made as follows:

i. To promote continuity, the incumbent supervisor will be reappointed unless they choose not to serve a subsequent term or is otherwise unavailable.

ii. If the incumbent supervisor chooses not to be reappointed or is unavailable, the Board may appoint any other supervisor expressing an interest in serving.

c. Appointments Due to Unexpected Vacancies During Term

Appointments to new positions and to positions resulting from unexpected vacancies during a term will be made as follows:

i. The Board may appoint any supervisor expressing an interest to an existing committee or commission to fill an unexpected vacancy during the term.

ii. If a new committee, commission or board was created at the request of a particular supervisor, that supervisor shall be appointed, unless they decline to serve; otherwise the Board may appoint any other supervisor expressing an interest in serving.

d. Conflicting Appointments

Notwithstanding (b) and (c), no supervisor shall be appointed to serve on a committee, commission or board whose regular meeting dates and times conflict on three or more consecutive occasions with those of one or more other committees, commissions or boards to which that supervisor has already been appointed, unless the supervisor resigns from the conflicting appointment or appointments.

e. Termination of Appointments

Unless otherwise provided by the rules or law governing the committee, commission or board to which the appointment is being made, the appointment of a supervisor under this subdivision I.B.4. shall automatically terminate if any of the following occur:

i. Three consecutive unexcused absences of the supervisor to the committee, commission, or board are recorded. Unexcused absences occur when the supervisor provides no reasonable advance notice of the supervisor's planned absence to (1) the committee, commission, or board, and (2) the supervisor's alternate. Excused absences occur when such advance notice is provided.

ii. The supervisor has submitted a written resignation to the chair of the affected committee, commission or board and to the Clerk.

iii. The supervisor vacates his or her office as supervisor, for any reason.

f. Great Wine Capitals General Assembly

Notwithstanding the foregoing Guidelines, the Chair may attend the Great Wine Capitals General Assembly annually as the designated representative of the Board. The Board may further appoint the Vice-Chair in addition to the Chair to attend the Assembly annually. Should the Chair or Vice-Chair be unable to attend, the Board may appoint other members of the Board to attend in their places, subject to the limitation that a maximum of two members of the Board may attend the Assembly each year.

The County Executive Officer may designate staff with responsibilities and expertise in relevant subject matter areas to represent the County subject to Board approval for out-of-state travel as applicable, subject to the limitation that a maximum of two staff may attend the Assembly each year.

C. Counsel

Government Code section 26526 shall govern the provision of legal counsel to the Board.

D. Agenda Items

1. Preparation and Publishing of Agenda

The County Executive Office will prepare an Agenda for each meeting of the Board, with recommended actions consistent with the Brown Act.

2. General Procedures

a. Agenda Procedures

Any matter to be considered by the Board shall first be properly filed in compliance with the policies, standards and procedures established by the County. The Clerk shall not accept any matter for presentation to the Board unless set forth on the prescribed forms, if any, properly filled out with all required data attached. The Board has discretion to consider requests to continue of an item based on late submission of materials (i.e., less than twenty-four hours in advance of a Board meeting) but may opt to proceed as scheduled.

b. Items Not on the Agenda

Unless otherwise allowed by law, any matter that comes before the Board orally which is not shown on the agenda shall not be acted or commented upon by the Board until it is heard as a noticed agenda item at a future meeting of the Board but the matter may be referred by the Board to staff to return with a recommendation as to next steps.

c. Withdrawal of Agenda Items

A department or division with an item before the Board may request for it to be withdrawn prior to any Board action on the item. If the request is oral, written confirmation of the request may be required.

d. Availability of Supporting Materials to the Public

Supporting materials provided to the Board in connection with a matter subject to discussion or consideration at an open meeting of the Board shall be made available for public inspection and distribution in accordance with the requirements of the Public Records Act (Government Code

section 7920.000 et seq.) and the Brown Act (Government Code section 54950 et seq.).

These materials shall be made available in appropriate alternative formats upon request by a person with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132) and the federal rules and regulations adopted in implementation thereof. No surcharge exceeding the fees for copies of public records authorized by California Government Code section 7922.530 shall be imposed in such instance upon such persons in connection with such alternative formats.

3. *Specific Procedures*

a. Items Not Involving Noticed Public Hearings

i. Discussion or Presentation Items: No action required.

ii. Action Items Not Involving Public Hearings

A. Staff report.

B. Public comment.

C. Motion on the item, second, and discussion of the motion.

D. Vote on the motion.

b. Items Involving Noticed Public Hearings

i. Noticed Public Hearings – Ordinances - First Reading of the Title

A. Open public hearing.

B. Staff report.

C. Public comment.

D. Close Public Hearing.

E. Motion on the introduction of the ordinance, second, and discussion of the motion.

F. Vote on the motion. After the motion has been approved, staff will bring the ordinance back to the Board on the next consent calendar for final approval.

ii. Noticed Public Hearings which are not Appeals

A. Open Public Hearing.

B. Staff reports.

C. Public Comment.

D. Close Public Hearing

E. Motion on the item, second, and discussion of the motion.

F. Vote on the motion.

iii. Noticed Public Hearings which are Appeals

Refer to County Code Chapter 2.88 and the Appeals section of this Policy.

4. *Laudatory Proclamations~~Declarations~~*

   a. The Board may issue laudatory proclamations ~~declarations~~ during its meetings in celebration of notable events or individuals. Such proclamations ~~declarations~~ may include the display of flags as outlined in Appendix A. ~~The Chair may also issue individual declarations in their official capacity as Chair of the Board outside of meetings of the Board. Finally, individual supervisors may issue declarations in their official capacities in celebration of notable events or individuals within their respective districts outside of meetings of the Board.~~

   b. A list of proclamations to be presented at Board meetings throughout the year will be considered and adopted by vote of the Board of Supervisors at their first meeting of the year. The list will include approximate dates the proclamations may be officially presented and to whom the proclamation may be presented.

   c. Proclamations approved by a vote of the Board and presented at Board meetings will by default include the electronic signatures of all five members of the Board. However, all five signatures of the Board are not required for a proclamation to be presented. Any Board Member may opt out of having their signature appear on any proclamation, regardless of their individual vote.

   d. If a Board Member wishes to present a proclamation that is not included on the annually approved proclamation list, there are two options available to Board Members:

      i. Any Board member may present their own individually signed Proclamation, Commendation, or Recognition to any individual or organization outside of an official Board meeting; or

      ii. Any Board member may make a referral to the CEO to have a proclamation prepared and brought back at a subsequent meeting. A referral to the CEO to bring back a proclamation must be supported by a majority of those Board members present when that referral is made.

   e. The Chair is authorized to represent the County at ceremonial functions and other similar events when the Board has not otherwise designated one of its members to represent the County. The Chair may delegate public presentations ~~shall coordinate the representation of the County by other members~~ at such events to the Vice Chair or to another member of the Board as needed.

   f. In instances where a proclamation ~~declaration~~ is to be presented at a meeting of the Board, the Clerk of the Board is responsible for scheduling the presentation of such proclamations ~~declarations~~ on behalf of the County Executive Officer consistent with the list approved annually by the Board in conjunction with the responsibilities of the Clerk related to meeting agendas and in consultation with the Chair of the Board.

5. *Motions Generally*

   a. Action of the Board shall be taken by motion. Any action of the Board may be proposed by motion of any member. Such motion, if seconded by any member, shall be on the floor and must be considered by the Board. If a motion is not seconded, the motion fails for lack of a second and shall be so declared by the Chair.

b. A motion may be withdrawn by its proposer at any time before adoption or rejection with the consent of the second. Absent consent of the second, the motion remains on the floor. A motion's second may also withdrawn at any time before adoption or rejection, and upon such withdrawal, the motion will fail unless another member seconds.

c. A motion on the floor may be amended by further motion at any time before adoption or rejection. If the motion to amend passes, the amendment is adopted and the Board then considers and votes on the original motion as amended. If the motion to amend fails, the original motion sustains for any further consideration and vote.

d. After a motion has been seconded, any member may discuss the subject of the motion. When there is no further discussion, or when it appears that further discussion will be repetitive, the Chair shall call a vote, except that at any time during discussion, any member may move to call the question, and, if that motion is successful, a vote on the original motion shall proceed.

e. Any member of the Board who votes in the majority on a question, as well as any member who while serving as a member was absent for a vote on a question, is eligible to make a motion to reconsider.

Motions to reconsider are proper during the meeting at which the action to be reconsidered took place or at a future meeting as an agenda item. A member who was absent and seeks reconsideration of a prior action of the Board should put their motion to reconsider on the agenda for the next regular meeting at which they are present.

Motions to reconsider require a majority vote to succeed. If a motion for reconsideration is successful, any member may make the motion to confirm, modify or reject the action taken on the original item. No motion to reconsider may be reconsidered after initial failure except by 4/5 vote of the Board.

E. Voting

1. Quorum

A majority of the members of the Board shall constitute a quorum for the transaction of business. No action or recommendation of the Board shall be valid and binding unless at least three (3) members of the Board concur therein.

2. Continuance for Lack of a Quorum

In any case where, due to the absence of one or more supervisors, three votes cannot be obtained on a question before the Board, the Clerk shall automatically cause the matter to be placed on the next agenda for further consideration and vote. No motion shall be required to take such action.

3. Conflicts of Interest Preventing a Quorum

Notwithstanding subdivision (2), if three votes cannot be obtained because a conflict of interest exists that prevents the absent supervisors from voting on the matter, and the conflict is such that the absent supervisors will be unable to vote at a later date even if the matter is continued, the matter shall not be continued and the following procedure shall apply.

Action shall be deemed taken by the Board to ensure that the status quo remains: that circumstances remain as they existed prior to the attempt of the Board to act on a legislative matter, or prior to the decision of the approving officer or body in the case of an appeal will not be changed.

In the instance of an appeal, if the decision being appealed was approval of a permit, the appeal shall be deemed granted resulting in denial of the permit, and if the decision being appealed was denial of a permit, the appeal shall be deemed denied resulting in upholding the denial of the permit.

In unusual circumstances, where these actions would not preserve the status quo, the decision on the appeal shall be whatever action is necessary to maintain the status quo.

4. *Conflicts of Interest Generally*

No Board member shall participate as a Board member in any discussion or voting if to do so would constitute a conflict of interest, except as allowed under law (e.g., Government Code section 87101).

5. *Disclosure of Ex Parte Contacts for Quasi-Judicial Matters*

For quasi-judicial hearings, Board members shall make disclosures of ex parte contacts. Any member who has received evidentiary information outside of a Board meeting or has viewed the property or site related to a quasi-judicial matter pending before the Board or is familiar with the property or site, should publicly disclose the fact of such information, viewing or familiarity with the site prior to the Board's final vote on the matter.

6. *Read and Understood Doctrine*

As is required by the "Read and Understand" initiative adopted by the voters of Napa County in 2005, every County Supervisor who votes to approve any new ordinance, regulation, or resolution shall first have thoroughly read and understood it, including its direct and indirect impacts on the citizens of Napa County, and shall certify in writing at the time of voting in favor of the ordinance, regulation, or resolution; and prior to its going into effect, that he/she has read it thoroughly and has thoroughly understood its direct and indirect impacts on the citizens of Napa County prior to voting to approve it.

7. *Recordation of Votes*

All official actions or decisions by the Board shall be entered in the minute book of the Board. The vote of each member on every question shall be recorded. Any supervisor present and sitting as a member of the Board who does not vote either by audible voice or by electronic display apparent to the members of the Board and other persons present in the meeting, shall be recorded as voting "aye".

II. Legislative & Regulatory Affairs

A. Applicability

This section applies only to official actions by the Board of Supervisors. The provisions of this section do not apply if the Board member is acting in their individual official capacity or in their official capacity as an appointee to regional bodies by the Napa County Board of Supervisors. Nor do the provisions of this section apply to actions of Board members acting in a personal capacity, provided that this distinction is clearly stated in advance of any oral or written advocacy.

These provisions also do not apply to advocacy in the official or personal capacities of any other locally elected official, including the Assessor-Recorder-County Clerk, Auditor-Controller, District Attorney, Sheriff-Coroner, and Treasurer-Tax Collector. These locally elected officials may also in their discretion request of county executive staff that matters are brought to the Board for consideration.

B. Adoption of Legislative & Regulatory Platform

The Board may adopt a legislative and regulatory platform for use by staff as needed. The process of drafting this document may include public informational meetings conducted prior to adoption by the Board. The purpose of this document is to provide the ideological foundation for the Board's legislative and regulatory advocacy efforts. The platform must be adopted by majority vote of the Board.

C. Board Action

1. Ordinary Course of Business

The Board may take action on an item within the scope of the current Napa County Legislative & Regulatory Platform without further public consideration of the item.

If the subject of proposed action by the Board of Supervisors is not within the scope of the current Napa County Legislative & Regulatory platform, no action shall be taken by the Board of Supervisors until the item is considered by the Board of Supervisors for consideration.

The proposed action, whether by way of resolution, minute order, letter authorization or otherwise, must be approved by majority vote of the Board.

If a letter is authorized, the letter or other communication must be approved and sent by the Board Chair, or the Vice-Chair if the Vice-Chair is performing the duties of the Board Chair as outlined in this Policy.

2. Emergency Action

In cases where emergency action is required to communicate the County's position on an issue that is outside the scope of the adopted platform, a special meeting of the Board should be convened where feasible. Where a special meeting is not feasible under the totality of the circumstances, the CEO may authorize such communication. In such instances, the Board should take up the matter at its next meeting to consider ratification of the CEO's actions.

D. Permissible Actions within the Scope of the Legislative & Regulatory Platform

The actions outlined below are permitted without any formal Board action so long as the legislative or regulatory action at issue is within the scope of the adopted Legislative & Regulatory Platform. The actions outlined below are permitted as it pertains to legislative proposals, ballot propositions, agency or commission proceedings, including rulemaking, and other similar procedural vehicles. It is advisable, prior to taking any of these actions, for staff to present the proposed action to the Board in writing and solicit questions or comments on the proposed action.

1. Position Letters

Staff may draft and submit position letters on behalf of the County and may also join coalition letters where the interests of the coalition align with the County's interests, so long as the letters are consistent with the Board's adopted Platform.

2. Social Media Posts

Staff responsible for managing the County's social media accounts may author posts on social media consistent with the Board's adopted platform.

3. Meetings

Staff may attend meetings with relevant parties, including but not limited to other local staff and local

elected officials, state and federal legislative officials and staff, state and federal executive branch officials, and sponsors of proposed legislation, to advocate for proposals that are consistent with the Board's adopted platform.

4. Testimony

Staff may prepare and present testimony before legislative or regulatory bodies to the extent that the proposed action and testimony are consistent with the Board's adopted platform.

E. Action by Non-elected Department Heads in Official Capacity

This section does not apply to elected department heads, who may take advocacy positions in their official or personal capacities within their own discretion.

Non-elected department heads may take an advocacy position in their official capacities if the position is consistent with County policies and County's Legislative & Regulatory Platform, so long as communications related to such advocacy do not purport to express the position of the Board of Supervisors.

III. Ethics and Standards for Conduct of Members of the Board of Supervisors

Conduct of Board members should comport with both the County's Code of Ethics and the County's adopted Conflict of Interest Code, the approval, updating, and maintenance of which is required by Cal. Gov. Code section 87300.

Members who are found by four-fifths vote of the Board to have violated the County's adopted Conflict of Interest Code may be censured by four-fifths vote of the Board.

IV. Advisory Boards & Commissions

A. Applicability

This section applies to boards, commissions, committees, and task forces (hereinafter "commission(s)") established and appointed by the Board of Supervisors and Board appointments made to other state local advisory commissions.

B. Establishment & Review

The Board of Supervisors may establish local advisory and regulatory boards, commissions, committees, and task forces. Unless otherwise prescribed by Federal or State statute or County Code of Ordinances, the Commission shall be advisory to the Board of Supervisors and as such shall be responsible to provide the Board advice on matters pertaining to the purpose of the commission and shall serve at the pleasure of the Board. Commissions shall only be established for a specific purpose. The responsibilities of a commission shall not be amended, changed or redirected without specific approval of the Board of Supervisors.

Each commission shall be assigned a County department to act as "liaison department" for that commission in connection with its affairs and the "Maddy Act" requirements. The liaison department shall, where practical, assign a specific County employee to act as "liaison officer" for the commission.

The County Executive Office and liaison department will review, as an ongoing program, the commissions to determine the feasibility of reducing the number of commissions to avoid

overlapping jurisdictions.

C. Scope of Authority

Commissions have the responsibility to publicly review and discuss those matters they have been requested to review and comment upon by the Board of Supervisors or the appropriate liaison department.

All resolutions, motions or other comments made by advisory commissions are subject to review by the appropriate liaison department prior to any action by the Board of Supervisors.

Commissions are not authorized to sign contracts, disburse funds, implement programs, employ or consider any personnel matter or act in any other capacity that involves the direct management or operation of a program.

The conduct of all commission affairs shall be in accordance with this policy unless otherwise prescribed by Federal or State statute, County Code or specific Board action.

D. Requirements for Meetings of Commissions

1. All commissions are subject to the provisions of the Brown Act (see California Government Code, Section 54950 et. seq.).
2. Each commission shall meet a minimum of four times per year, unless otherwise specified in the commission's bylaws.
3. Each commission shall submit a policy for conducting business for adoption by the Board of Supervisors.

E. Annual Report to the Board of Supervisors

Every commission is responsible for the preparation of a written annual report, to be submitted to the Board no later than July 1 of the following year. At the first Board meeting in January of each year, the Board shall be provided a list of the current commissions and identify those that should present an annual report to the Board of Supervisors during that calendar year and when that annual report shall be presented.

F. Liaison Departments

Liaison departments serve as a vital connection between a commission and County government services and programs and assist in accomplishing the stated purposes of a commission.

1. The assigned liaison department is responsible for reviewing and making recommendations as to the continuation and/or role of the commission pursuant to this Policy.
2. The liaison department shall provide guidance to the commission as to its responsibilities and adherence to County Policy, and shall, where practical, assign a specific County employee to act as "liaison officer" for the commission.
3. The liaison department shall coordinate with the Clerk of the Board to schedule a commission to appear before the Board of Supervisors for the purpose of presenting its annual report when requested by the Board.
4. The liaison department shall compile and provide to the Clerk of the Board information as needed, including but not limited to the authority and purpose of the commission and identities and qualifications of its members.
5. The liaison department immediately shall report to the Clerk of the Board any unscheduled vacancy.

6. The liaison department shall determine the conflict-of-interest statutes, ordinances and policies applicable to its commission members, consulting with County Counsel as necessary, and shall so advise commission members. The liaison department shall assist in filing Statements of Economic Interest with the filing officer as required.
7. The liaison department is responsible for sending a notice of default resignation to the Clerk when the commission member had two or more consecutive unexcused absences or four consecutive absences of any type.
8. Liaison departments shall comply with all applicable provisions of the California Public Records Act in maintaining records of their assigned commissions' activities.
9. Liaison departments shall keep current minute records of each commission to which they are assigned on file and distribute copies as requested in accordance with provisions of the California Public Records Act.

G. Use of Chambers for Matters other than Meetings of the Board of Supervisors

Authorization of the use of the Board of Supervisors chambers for matters or meetings other than official meetings of the Board of Supervisors is within the discretion of the County Executive Officer.

V. Changes to this Policy

Any of the contents of this Policy may be altered, amended, or repealed by majority vote of the Board to the extent that such changes are permitted by state or federal law.

Any such alteration, amendment, or repeal shall not be effective retroactively and shall affect a matter being considered on the same agenda as the change only if the change is approved prior to the consideration of such agenda item or prior to close of such public hearing.

Appendix A: Policy on Official Flag Displays on County Flagpoles

A. Purpose

1. This policy is intended to regulate the public display of flags flown outside County buildings on County-owned flagpoles.
2. This policy does not regulate the use of special-circumstance or events flags for display on streetlights or other public infrastructure apart from flag poles, which is subject to approval by the City of Napa.
3. Nothing in this policy is intended to prohibit or curtail individuals displaying a flag on private property under their control or to wear or carry a flag.
4. This policy does not apply to County-owned buildings or properties that are wholly occupied by a third party or non-governmental entity.

B. General Flag Policy

1. County flagpoles are not intended to serve as a forum for free expression or method of communication or speech by members of the public and the determination of what flags may be flown on County flagpoles is reserved for the Board of Supervisors.
2. The Board of Supervisors has determined that the following flags may be flown on County flagpoles:
   a. The United States of America Flag;
   b. The State of California Flag;
   c. Official County flags; and
   d. Commemorative flags, the definition and display of which is governed by subsection (C) below.

C. Commemorative Flags

1. Commemorative flags are non-governmental flags that have significant cultural importance, e.g., the Pride Flag or Black History Flag. The use of commemorative or other third-party flags outside County buildings on County-owned flagpoles is prohibited except as specified below.
2. Requests to display commemorative flags on County flagpoles must come from a member of the Board of Supervisors or the County Executive Officer and be approved by a majority of Board members during a public meeting as outlined in paragraph 1.A.5.b. of section 1 of the originating policy.
3. Commemorative flags may be displayed on flagpoles for a duration that is relevant to the purpose of commemoration, but no longer than 31 consecutive days, unless otherwise approved by the County Executive Officer with the concurrence of the Board Chair.
4. The display of commemorative flags should be consistent with County goals, priorities, and strategic plans, as determined by the Board of Supervisors.
5. No flag shall be permitted which solicits consideration of any product or item sold by any private business, commercial venture, or charitable enterprise.

Appendix B: Rules of Procedure for Appeals to the Board of Supervisors[2]

Contents

1. Mandatory Pre-Hearing Conferences
2. Evidence
3. Transcripts

[2] This Appendix B supersedes and replaces Rule 14 from the prior policy. All references to Rule 14 in the Napa County Code shall be deemed to refer to this Appendix B.

A. Mandatory Pre-Hearing Conferences

On all appeals to the Board of Supervisors, a Mandatory Pre-Hearing Conference ("Conference") shall be scheduled by the Clerk in accordance with Napa County Code Section 2.88.080. The Conference shall be conducted informally among the Board Chair or designee, County Counsel or designee, one person designated by each appellant as its representative to attend the prehearing conference with authority to speak for that appellant, and, if different from the appellant, the applicant on the underlying subject of the decision being appealed. The prehearing conference is intended to accomplish the following purposes:

1. If the appeal pertains to a decision where there is a record on appeal, the participants at the Conference will review and discuss with the County representatives what the record on appeal consists of, and discuss whether any party intends to offer any evidence or materials not contained in the record on appeal ("extrinsic evidence"). The Conference will provide an opportunity to establish dates by which any request for extrinsic evidence shall be submitted to the Chair for a good cause determination. If any party disagrees with the Chair's determination, they may request that a majority of the Board overrule the Chair's determination on the day of the hearing pursuant to the procedures described in Napa County Code Section 2.88.090, subsection (C). Any party wishing to submit extrinsic evidence for the Chair's consideration must provide the Chair and County Counsel with complete, legible copies of all such materials and any argument supporting a good cause finding by the deadline established by the Chair at the Conference.
2. If the appeal pertains to a decision for which no record on appeal exists, the participants at the Conference will describe to the County representatives the evidence, written arguments and materials (including summaries of expert testimony, reports, or opinions to be offered at the hearing) ("Materials") that the participant intends to submit for the Board's consideration on the appeal. Each party shall provide the Chair and County Counsel with complete, legible copies of all such Materials that the party desires to have the Board to consider on the appeal by the date established by the Chair at the Conference.
3. In the interests of efficient conduct of Board proceedings, all those who present testimony or evidence to the Board on an appeal must make every reasonable effort to present all arguments and evidence to the Board prior to the hearing in accordance with the procedures specified above and in the applicable Napa County Code provisions. Oral testimony and argument should be limited to points that were not raised in written submissions and documentary evidence and should not be repetitious of the contents of written and documentary submissions; however, parties may not introduce new grounds of appeal or new evidence unless the Chair allows such grounds or evidence pursuant to Napa County Code section 2.88.050(C)(6) or 2.88.090(C). At the Conference and at the appeal hearing, the Chair may determine not to receive cumulative, repetitious, immaterial, derogatory or abusive testimony.
4. The County representatives at the Conference will discuss with the Conference participants what the probable order for presentation of evidence, witnesses, and statements will be at the hearing, what time limits may apply to speakers (as addressed in more detail in subdivision (5) below), and any other procedural topics, subject to any modifications that may be made by the Board at the hearing.
5. In the interests of efficient conduct of Board meetings and in fairness to all participants at such meetings, the Board Chair at the Conference will set reasonable and uniform limits on the presentations by each party to an appeal at the hearing. Unless the Chair, in the Chair's sole discretion, establishes different time limits, the standard time limit shall be thirty (30) minutes for each side. If there are multiple appellants, then the applicant shall have thirty (30) minutes per appellant.
6. The time limits specified above do not apply to or limit the right of members of the public to speak at an appeal hearing. Such public speakers will be subject to the time limits and other provisions set forth in subdivision 1.A.6. [Public Comment Generally] of this Policy.

7. Any additional written information shall be limited to 10 pages per appellant unless the Chair allows for a different page limitation at the Conference. Applicant shall be limited to the total number of pages of all appellants combined.

B. Evidence

1. Evidence shall be admissible if it is of a type commonly relied upon by reasonable and prudent persons in the conduct of serious affairs. Evidence may be received subject to a later ruling regarding its admissibility. Erroneous admission of evidence shall not invalidate any action taken unless it is shown to have prejudiced the substantial rights of a party.
2. All exhibits shall be marked upon submission to provide identification in the event the matter is litigated. If no litigation occurs requiring lodging of the exhibits with a court, the Clerk shall retain the exhibits until expiration of the applicable statute of limitations, at which time the applicant may reclaim them. The Clerk will dispose of unclaimed exhibits if not reclaimed by the applicant within ten days after the expiration of the applicable statute of limitations.

C. Transcripts

1. When there is an appeal to the Board of the decision of decision maker made following a public hearing that was recorded electronically, a verbatim transcript shall be prepared and certified by the Clerk or the Clerk's designee. When there is an appeal to the Board of the decision of a decision maker made following a public hearing that was recorded by a court reporter retained by the clerk of the hearing officer, the court reporter shall provide a certified transcript.
2. No appeal of a decision made following a public hearing recorded pursuant to this subsection (C) shall be heard by the Board until the appellant and any interested persons as defined in Section 2.88.010 of the Napa County Code who have requested such notice in writing have been notified in writing that the transcript has been prepared and is available for inspection.

Appendix C: Standards for Appointments to Certain Seats on Advisory Boards and Commissions

A. Purpose

The Board of Supervisors will consider for appointment to commissions all persons willing to serve whose interests, background, experience, perspective, and talents may significantly contribute to the purpose of these various commissions. Appointments must conform to California Government Code sections 54970-54974 and all applicable state laws and regulations.

B. Applicability

This section applies to both initial appointments to commissions and appointments to fill vacancies occurring during an ongoing term of appointment. This section does not apply to seats on commissions that are held by members of the Board of Supervisors.

C. Procedures

Appointments shall follow the following procedures:

1. Vacancies shall be advertised for a minimum of 30 days. If an emergency exists that necessitates filling the vacancy immediately, the provisions of Government Code Section 54974 shall apply.
2. Upon request, the County Executive Office may publicize any vacancy(s), including requirements, process, and deadline for submitting application. Distribution may include posting on the County website, posting on County social media outlets, distributing to current members of the applicable commission, and distributing to Board members for sharing with their contact lists at their discretion.
3. When representation of educational interests is desired in an appointment to a commission, all public-school districts in the County shall be requested to confer with one another to provide the Board of Supervisors with a joint recommendation as to an appointment.
4. All interested applicants shall complete an application form that will be made available and returned to the County Executive Office.
5. The County Executive Officer has broad discretion to extend an application deadline or take other measures that the County Executive Officer deems appropriate to ensure that the Board is presented with a suitable pool of qualified applications.
6. All submitted application forms will be reviewed by the County Counsel's Office for legal sufficiency and to note any known conflicts of interest.
7. Each commission shall be given the opportunity to review all applications and make a recommendation to the Board of Supervisors.
8. The Board of Supervisors will be informed of the recommendation but may appoint any eligible applicant.
9. These procedures will apply to initial appointments and the filling of vacancies occurring during a term.
10. The Board need not consider for appointment any application which the County Executive Officer finds to not satisfy the published qualification requirements or which the County Counsel's Office finds to be legally insufficient.

D. Qualifications

When a vacancy occurs on a commission, effort should be made by the Board to ensure that the most qualified individual is appointed to fill the vacancy. Appointment of the most qualified individual should be guided by the following principles:

1. Specific qualifications for each Commission must be identified in the bylaws of the Commission, which shall be approved by the Board of Supervisors.
2. Unless otherwise precluded by Federal or State law or regulation or the Napa County Code, preference is given to appointees who plan to reside or work within Napa County during the period of time they serve on the Board, Commission or Committee and meet the qualifications for the position. The Board must formally approve a waiver of this Policy to appoint a person who does not meet either of those requirements. A waiver is not required for an appointee who may reside outside Napa County when employed by an organization that is required to be represented on the Board, Commission, or Committee, either expressly or by categorical inclusion.
3. All persons appointed to serve on commissions shall take the oath given by the Clerk of the Board as required by Section 3 of Article XX of the California Constitution, prior to participating in or voting on the business of the commission.
4. Unless otherwise provided by state or federal law, no individual will be appointed, and any such appointment may be terminated by majority vote of the Board of Supervisors, upon conviction of any crime of moral turpitude or abusive conduct.

E. Terms of Appointment

The following provisions pertain to all appointments made by the Board of Supervisors to the extent they do not conflict with federal or state law or Chapter 2.68 of the Napa County Code.

1. No appointment shall be made for a term to exceed four (4) years in length, and a term may be shorter as provided herein. Upon expiration of a term, the incumbent will be given 15 days to submit an application for re-appointment.
2. When establishing a new committee or commission, the terms of office shall be staggered and no more than two-thirds of the terms of the total number of members of a commission shall expire in any one-year period.
3. Terms shall expire four (4) years after the initial appointment unless otherwise specified by state law or any ordinance or resolution of formation.
4. A commissioner whose appointment has expired may continue to serve in that capacity until a new appointment is made or the Board of Supervisors declares that position vacant. Such commissioner is eligible for reappointment subject to this Policy.
5. In an emergency, an unscheduled vacancy may be filled by an "acting appointee" but a final appointment cannot be made until at least ten (10) working days after a "Notice of Unscheduled Vacancy on Board, Commission or Committee" has been posted by the County Executive Office.
6. If the appointment is to fill an unexpired term that has a specific term or time frame established in statute, the appointment will be for the remainder of the unexpired term. For all other appointments, the appointment shall be for a full term.

7. *Default Resignation and Ministerial Removal:* If an appointee records two (2) or more consecutive unexcused absences, where unexcused absence means that the appointee did not provide reasonable advance notice to either the commission or an alternate, or four (4) consecutive excused or unexcused absences, the commission liaison shall consider this a default resignation, and declare the appointee's position vacant as a matter of ministerial procedure.

8. *Discretionary Removal:* Notwithstanding any of the foregoing, commission members serve at the pleasure of the Board of Supervisors and may be removed from the commission at any time at the discretion of and by majority vote of the Board of Supervisors.

9. The resignation of a commission member shall be submitted to the Clerk of the Board and shall be effective upon receipt by that office.

F. Ethics & Standards for Appointees

Commission members will be informed of all applicable conflict of interest statutes, ordinances and policies.

No commissioner shall profit by County contracts or purchase agreements related to commission activities while a commission member. Commissioners should avoid the appearance of impropriety in their activities and recuse themselves from votes where their vote may lead to any question of propriety.

Commissioners must attend commission meetings regularly. If a commissioner misses two (2) consecutive meetings without being excused by the department liaison, or four consecutive meetings of any type, by default, staff will consider this a default resignation and declare the position vacant, a ministerial, non-discretionary removal Commissioners may also be removed in the discretion of the Board of Supervisors for any reason by majority vote.

List of Revisions

Section 8

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Section 8B

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Section 8L

Adopted March 2, 2021; Resolution No. 2021-22

Consolidated Policy

Adopted September 10, 2024; Resolution No. 2024-95
Amended January 28, 2025; Resolution No. 2025-10
Amended xx/xx/2026; Resolution No. 26-xxx

Exhibit B: Clean Version

BOARD OF SUPERVISORS

Policies for Conducting Business

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Policy Statement

The Napa County Board of Supervisors ("Board") is committed to the highest standards of effective governance. The primary roles of the Board are to set a direction and policy for the County that identifies countywide issues and supervisorial district issues with countywide impact and to put strategies and coalitions in place to address those issues while maintaining fiscal sustainability. The Board works with the County Executive Officer ("CEO") to keep the organization's efforts focused on its mission, values and strategic goals.

This Policy sets forth procedures for conducting meetings of the Board and external advocacy by the Board, standards of conduct for members of the Board, procedures and qualifications for establishment and appointments to advisory boards and committees of the Board, and procedures for appeals taken before the Board.

I. Meetings of the Board of Supervisors

A. Meeting Organization

1. *Meeting Calendar*

   Regular meetings of the Board of Supervisors shall begin at the time, date and place specified on the calendar for the coming year adopted at or before the last meeting of the Board of Supervisors in December of the current year. Non-scheduled regular meetings and special meetings may also be set in compliance with the requirements of the Brown Act.

2. *Meeting Location*

   Unless specially noticed or otherwise adopted in the annual calendar, meetings shall be held in the Board of Supervisors meeting room, Room 305, Third Floor, County Administration Building, 1195 Third Street, Napa, California.

3. *Meeting Cancellations*

   Any meeting of the Board may be cancelled by majority vote of the Board or by the Clerk of the Board ("Clerk") for lack of a quorum or lack of business.

4. *Duration of Meetings*

   Once called to order, all meetings shall continue until all business on the agenda is completed unless the Board determines by majority vote to continue some or all of the remaining items to a later meeting.

5. *Order of Business*

   The regular order of business of meetings of the Board shall be:

   a. Call to Order, Roll Call, and Pledge of Allegiance;

   b. Laudatory Declarations;

   c. Consent Calendar – Special Districts and Consent Calendar for the Board;

   d. Public Comment on matters not on the agenda;

   e. Board of Supervisors Reports and Announcements;

   f. Discussion of items pulled from Consent Calendars;

   g. Regular Agenda of the Board, including Administrative Items – Special Districts,

Administrative Items for the Board, Public Hearings – Special Districts, Public Hearings before the Board, and Closed Session Items; and

h. Adjournment.

The Chair may alter or deviate from this schedule.

6. *Public Comment Generally*

Any person desiring to address the Board when recognized by the Chair should give their name for the purpose of the record as well as any campaign contributions required to be disclosed pursuant to the Levine Act (Government Code section 84308). In the interest of facilitating the business of the Board, the following shall apply:

a. Each speaker shall be permitted to be heard once for up to three minutes per Board agenda item unless the Chair affirmatively grants additional time. The three-minute per speaker time limit for public input on any agenda item may be reduced by the Board Chair to less than three minutes (but in no event to less than one minute per speaker) as may be reasonably necessary for the orderly and efficient conduct of Board meetings. Speakers shall address the Board when they have first been recognized by the Chair and shall not address their comments or questions directly to staff or to members of the audience.

b. Any reduction of the time limit should be announced by the Board Chair prior to the beginning of the public speaking segment of each item to which the reduction applies. These per person time limits shall not apply to applicants or appellants who are parties to matters that are the subject of noticed hearings.

c. A period for public comment for items not on the agenda shall be held immediately following the adoption of the Consent Calendar. However, the Chair may move it to a later time by announcing such at the beginning of the meeting.

d. Members of the public should submit written materials that they wish to have considered by the Board as far in advance as is practicable. [1] Written materials submitted to the Board electronically or as hard copies in advance of a public hearing shall be made available to the public for review and inspection, consistent with requirements of the Brown Act. Specifically, the Clerk shall cause a copy of such materials to be made available for inspection in Room 310 of the County building during normal business hours and may also post such materials on the County's website.

7. *Recording of Meetings*

It shall be the general practice of the Board to record the open portions of its meetings. The County's recording of the hearing or meeting constitutes the official record of the proceedings.

Upon completion of the Board of Supervisors meeting, minutes will be prepared documenting all actions taken by the Board of Supervisors at the meeting. If any individual wishes further information on any item, they should contact the Clerk.

[1] Members of the public should note that the agenda packet may not include all department-level documents associated with an agenda item, depending on the complexity of the item.

8. Parliamentary Procedures – Robert's Rules of Order

Unless otherwise provided by this Policy, all proceedings before the Board shall be conducted in accordance with and pursuant to the parliamentary procedure set forth in the published edition of "Robert's Rules of Order" that is most current at the time of the proceedings.

B. Appointments & Elections

1. Election of Chair and Vice-Chair

a. Election

Each January, the Board shall elect a Chair and Vice-Chair by majority vote. The Board may elect any supervisors to serve as Chair and Vice-Chair, notwithstanding anything to the contrary in this subsection I.B.

If one or more supervisors have been elected to the Board the previous year, the Chair and Vice Chair election shall take place at the first Board meeting following the newly elected supervisors taking office.

However, if the sitting Chair and Vice-Chair are both leaving office, the Clerk shall call the meeting to order and call for motions for the election of a Chair and Vice-Chair immediately following the newly elected supervisor(s) taking office.

b. Rotation of Chair and Vice-Chair Positions

The Board traditionally rotates the positions of Chair and Vice-Chair on an annual basis. The positions are rotated in order of supervisorial district number. In general, the Vice-Chair serves as Chair the year following the supervisor's period of service as Vice-Chair, though a supervisor may decline to serve as Chair. In such case, the Board may elect a different chair, or the existing Chair may serve in that position for another year; such action shall not change the numerical rotation of the Vice-Chair position.

When a newly elected supervisor is scheduled to serve as Chair during that supervisor's first year in office, that supervisor may instead express their interest to serve as Vice-Chair during that year and may rotate into the Chair position the following year. Thereafter, the normal rotation for election of Chair and Vice-Chair would resume.

c. Term of Service

Each Chair and Vice-Chair shall serve until their respective successors are elected to and assume the positions of Chair or Vice-Chair except in the circumstance described above in paragraph (a).

d. Availability of Chair and Vice-Chair

If the elected Chair and Vice-Chair are unavailable during a meeting, or are anticipated to be unavailable at a future meeting, or if either the Chair or both the Chair and Vice-Chair will be unavailable to execute documents during some discrete period of time, any of the supervisors present at a meeting of the Board during which the issue has arisen may make a motion, which may be seconded by any of the other supervisors present, to elect an Acting Chair to preside over any such meeting at which the Chair and Vice-Chair will be unavailable and/or to execute any documents in the name of the Board which would otherwise have been executed by the Chair and/or Vice-Chair during the period of the unavailability of the Chair and/or Vice-Chair.

2. *Duties, Rights, and Responsibilities of the Chair*

a. Duties and Powers of the Chair

The Chair of the Board shall preserve order and decorum during meetings of the Board. The Chair shall decide questions of order subject to being overruled by at least a four-fifths vote of the Board and shall perform such other duties as are required by law. The Chair shall have the power to suspend a meeting due to disruptive or abusive conduct by any person, including during any public hearing or public comment period before the Board. For the purposes of this Policy, disruptive conduct shall mean a breach of the peace or any inappropriate or violent conduct or disturbance that interrupts the due and orderly course of the meeting.

The Chair of the Board may make or second any motion, and present and discuss any matter on the agenda as any other member of the Board without having to step down as Chair. The Chair shall have all the rights and duties enjoyed by any other member of the Board.

b. Roll Call Vote

A roll call vote shall be required on any motion where voting by roll call is required by law and may be required in voting upon any motion of the Board at the discretion of the Chair. Any supervisor present and sitting as a member of the Board who does not vote either by audible voice or by electronic display apparent to the members of the Board and other persons present in the meeting, shall be recorded as voting "aye".

c. Special Districts & Other Entities for which the Board of Supervisors is the Governing Board

The Chair of the Board of Supervisors will also serve as Chair of the Special Districts and other entities under the jurisdiction of the Board of Supervisors such as Lake Berryessa Resort Improvement District, Monticello Public Cemetery District, Napa Berryessa Resort Improvement District, Napa County Groundwater Sustainability Agency, Napa County Public Improvement Corporation and Silverado Community Services District. This list may be updated by staff upon action by the Board to either create or dissolve any such Boards.

For each of the entities above, the Auditor-Controller shall serve as Treasurer and the Clerk of the Board shall serve as Secretary.

3. *Signature Authority of the Vice-Chair*

Documents explicitly authorized by the Board to be executed by the Chair may be executed by the Vice-Chair in the event the Chair is unavailable at the time of such execution, or by the Acting Chair elected pursuant to the provisions of this Policy and presiding at the time of the authorization, if both the Chair and Vice-Chair are unavailable at the time of execution.

4. *Appointments of Members of the Board of Supervisors to External Committees, Commissions, and Other Boards*

The Board will make such appointments in accordance with the following guidelines, unless in specific instances the Board determines by majority vote that a different procedure should be followed.

a. Appointment Procedures & Timing

At the first Board meeting following the first Monday in January, and thereafter in accordance with the Maddy Act (Government Code section 54970 et seq.), where

applicable, when new positions are created or unexpected vacancies occur, the Board shall make appointments to those various boards, commissions, committees and authorities on which Board members are asked to serve.

b. Appointments Upon Expiration of Term of Appointment

Appointments to existing positions made vacant by expiration of the term of the appointment will be made as follows:

i. To promote continuity, the incumbent supervisor will be reappointed unless they choose not to serve a subsequent term or is otherwise unavailable.

ii. If the incumbent supervisor chooses not to be reappointed or is unavailable, the Board may appoint any other supervisor expressing an interest in serving.

c. Appointments Due to Unexpected Vacancies During Term

Appointments to new positions and to positions resulting from unexpected vacancies during a term will be made as follows:

i. The Board may appoint any supervisor expressing an interest to an existing committee or commission to fill an unexpected vacancy during the term.

ii. If a new committee, commission or board was created at the request of a particular supervisor, that supervisor shall be appointed, unless they decline to serve; otherwise the Board may appoint any other supervisor expressing an interest in serving.

d. Conflicting Appointments

Notwithstanding (b) and (c), no supervisor shall be appointed to serve on a committee, commission or board whose regular meeting dates and times conflict on three or more consecutive occasions with those of one or more other committees, commissions or boards to which that supervisor has already been appointed, unless the supervisor resigns from the conflicting appointment or appointments.

e. Termination of Appointments

Unless otherwise provided by the rules or law governing the committee, commission or board to which the appointment is being made, the appointment of a supervisor under this subdivision I.B.4. shall automatically terminate if any of the following occur:

i. Three consecutive unexcused absences of the supervisor to the committee, commission, or board are recorded. Unexcused absences occur when the supervisor provides no reasonable advance notice of the supervisor's planned absence to (1) the committee, commission, or board, and (2) the supervisor's alternate. Excused absences occur when such advance notice is provided.

ii. The supervisor has submitted a written resignation to the chair of the affected committee, commission or board and to the Clerk.

iii. The supervisor vacates his or her office as supervisor, for any reason.

f. Great Wine Capitals General Assembly

Notwithstanding the foregoing Guidelines, the Chair may attend the Great Wine Capitals General Assembly annually as the designated representative of the Board. The Board may further appoint the Vice-Chair in addition to the Chair to attend the Assembly annually. Should the Chair or Vice-Chair be unable to attend, the Board may appoint other members of the Board to attend in their places, subject to the limitation that a maximum of two members of the Board may attend the Assembly each year.

The County Executive Officer may designate staff with responsibilities and expertise in relevant subject matter areas to represent the County subject to Board approval for out-of-state travel as applicable, subject to the limitation that a maximum of two staff may attend the Assembly each year.

C. Counsel

Government Code section 26526 shall govern the provision of legal counsel to the Board.

D. Agenda Items

1. Preparation and Publishing of Agenda

The County Executive Office will prepare an Agenda for each meeting of the Board, with recommended actions consistent with the Brown Act.

2. General Procedures

a. Agenda Procedures

Any matter to be considered by the Board shall first be properly filed in compliance with the policies, standards and procedures established by the County. The Clerk shall not accept any matter for presentation to the Board unless set forth on the prescribed forms, if any, properly filled out with all required data attached. The Board has discretion to consider requests to continue of an item based on late submission of materials (i.e., less than twenty-four hours in advance of a Board meeting) but may opt to proceed as scheduled.

b. Items Not on the Agenda

Unless otherwise allowed by law, any matter that comes before the Board orally which is not shown on the agenda shall not be acted or commented upon by the Board until it is heard as a noticed agenda item at a future meeting of the Board but the matter may be referred by the Board to staff to return with a recommendation as to next steps.

c. Withdrawal of Agenda Items

A department or division with an item before the Board may request for it to be withdrawn prior to any Board action on the item. If the request is oral, written confirmation of the request may be required.

d. Availability of Supporting Materials to the Public

Supporting materials provided to the Board in connection with a matter subject to discussion or consideration at an open meeting of the Board shall be made available for public inspection and distribution in accordance with the requirements of the Public Records Act (Government Code

section 7920.000 et seq.) and the Brown Act (Government Code section 54950 et seq.).

These materials shall be made available in appropriate alternative formats upon request by a person with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132) and the federal rules and regulations adopted in implementation thereof. No surcharge exceeding the fees for copies of public records authorized by California Government Code section 7922.530 shall be imposed in such instance upon such persons in connection with such alternative formats.

3. *Specific Procedures*

a. Items Not Involving Noticed Public Hearings

i. Discussion or Presentation Items: No action required.

ii. Action Items Not Involving Public Hearings

A. Staff report.

B. Public comment.

C. Motion on the item, second, and discussion of the motion.

D. Vote on the motion.

b. Items Involving Noticed Public Hearings

i. Noticed Public Hearings – Ordinances - First Reading of the Title

A. Open public hearing.

B. Staff report.

C. Public comment.

D. Close Public Hearing.

E. Motion on the introduction of the ordinance, second, and discussion of the motion.

F. Vote on the motion. After the motion has been approved, staff will bring the ordinance back to the Board on the next consent calendar for final approval.

ii. Noticed Public Hearings which are not Appeals

A. Open Public Hearing.

B. Staff reports.

C. Public Comment.

D. Close Public Hearing

E. Motion on the item, second, and discussion of the motion.

F. Vote on the motion.

iii. Noticed Public Hearings which are Appeals

Refer to County Code Chapter 2.88 and the Appeals section of this Policy.

4. *Laudatory Proclamations*

   a. The Board may issue laudatory proclamations during its meetings in celebration of notable events or individuals. Such proclamations may include the display of flags as outlined in Appendix A.

   b. A list of proclamations to be presented at Board meetings throughout the year will be considered and adopted by vote of the Board of Supervisors at their first meeting of the year. The list will include approximate dates the proclamations may be officially presented and to whom the proclamation may be presented.

   c. Proclamations approved by the Board and presented at Board meetings will by default include the electronic signatures of all five members of the Board. However, all five signatures of the Board are not required for a proclamation to be presented. Any Board Member may opt out of having their signature appear on any proclamation, regardless of their individual vote.

   d. If a Board Member wishes to present a proclamation that is not included on the pre-approved proclamation list, there are two options available to Board Members:

      i. Any Board member may present their own individually signed Proclamation, Commendation, or Recognition to any individual or organization outside of an official Board meeting; or

      ii. Any Board member may make a referral to the CEO to have a proclamation prepared and brought back at a subsequent meeting. A referral to the CEO to bring back a proclamation must be supported by a majority of those Board members present when that referral is made.

   e. The Chair is authorized to represent the County at ceremonial functions and other similar events when the Board has not otherwise designated one of its members to represent the County. The Chair may delegate public presentations at such events to the Vice Chair or to another member of the Board as needed.

   f. In instances where a proclamation is to be presented at a meeting of the Board, the Clerk of the Board is responsible for scheduling the presentation of such proclamations on behalf of the County Executive Officer consistent with the list approved annually by the Board in conjunction with the responsibilities of the Clerk related to meeting agendas and in consultation with the Chair of the Board.

5. *Motions Generally*

   a. Action of the Board shall be taken by motion. Any action of the Board may be proposed by motion of any member. Such motion, if seconded by any member, shall be on the floor and must be considered by the Board. If a motion is not seconded, the motion fails for lack of a second and shall be so declared by the Chair.

   b. A motion may be withdrawn by its proposer at any time before adoption or rejection with the consent of the second. Absent consent of the second, the motion remains on the floor. A motion's second may also withdrawn at any time before adoption or rejection, and upon such withdrawal, the motion will fail unless another member seconds.

c. A motion on the floor may be amended by further motion at any time before adoption or rejection. If the motion to amend passes, the amendment is adopted and the Board then considers and votes on the original motion as amended. If the motion to amend fails, the original motion sustains for any further consideration and vote.

d. After a motion has been seconded, any member may discuss the subject of the motion. When there is no further discussion, or when it appears that further discussion will be repetitive, the Chair shall call a vote, except that at any time during discussion, any member may move to call the question, and, if that motion is successful, a vote on the original motion shall proceed.

e. Any member of the Board who votes in the majority on a question, as well as any member who while serving as a member was absent for a vote on a question, is eligible to make a motion to reconsider.

Motions to reconsider are proper during the meeting at which the action to be reconsidered took place or at a future meeting as an agenda item. A member who was absent and seeks reconsideration of a prior action of the Board should put their motion to reconsider on the agenda for the next regular meeting at which they are present.

Motions to reconsider require a majority vote to succeed. If a motion for reconsideration is successful, any member may make the motion to confirm, modify or reject the action taken on the original item. No motion to reconsider may be reconsidered after initial failure except by 4/5 vote of the Board.

E. Voting

1. Quorum

A majority of the members of the Board shall constitute a quorum for the transaction of business. No action or recommendation of the Board shall be valid and binding unless at least three (3) members of the Board concur therein.

2. Continuance for Lack of a Quorum

In any case where, due to the absence of one or more supervisors, three votes cannot be obtained on a question before the Board, the Clerk shall automatically cause the matter to be placed on the next agenda for further consideration and vote. No motion shall be required to take such action.

3. Conflicts of Interest Preventing a Quorum

Notwithstanding subdivision (2), if three votes cannot be obtained because a conflict of interest exists that prevents the absent supervisors from voting on the matter, and the conflict is such that the absent supervisors will be unable to vote at a later date even if the matter is continued, the matter shall not be continued and the following procedure shall apply.

Action shall be deemed taken by the Board to ensure that the status quo remains: that circumstances remain as they existed prior to the attempt of the Board to act on a legislative matter, or prior to the decision of the approving officer or body in the case of an appeal will not be changed.

In the instance of an appeal, if the decision being appealed was approval of a permit, the appeal shall be deemed granted resulting in denial of the permit, and if the decision being appealed was denial of a permit, the appeal shall be deemed denied resulting in upholding the denial of the permit.

In unusual circumstances, where these actions would not preserve the status quo, the decision on

the appeal shall be whatever action is necessary to maintain the status quo.

4. *Conflicts of Interest Generally*

No Board member shall participate as a Board member in any discussion or voting if to do so would constitute a conflict of interest, except as allowed under law (e.g., Government Code section 87101).

5. *Disclosure of Ex Parte Contacts for Quasi-Judicial Matters*

For quasi-judicial hearings, Board members shall make disclosures of ex parte contacts. Any member who has received evidentiary information outside of a Board meeting or has viewed the property or site related to a quasi-judicial matter pending before the Board or is familiar with the property or site, should publicly disclose the fact of such information, viewing or familiarity with the site prior to the Board's final vote on the matter.

6. *Read and Understood Doctrine*

As is required by the "Read and Understand" initiative adopted by the voters of Napa County in 2005, every County Supervisor who votes to approve any new ordinance, regulation, or resolution shall first have thoroughly read and understood it, including its direct and indirect impacts on the citizens of Napa County, and shall certify in writing at the time of voting in favor of the ordinance, regulation, or resolution; and prior to its going into effect, that he/she has read it thoroughly and has thoroughly understood its direct and indirect impacts on the citizens of Napa County prior to voting to approve it.

7. *Recordation of Votes*

All official actions or decisions by the Board shall be entered in the minute book of the Board. The vote of each member on every question shall be recorded. Any supervisor present and sitting as a member of the Board who does not vote either by audible voice or by electronic display apparent to the members of the Board and other persons present in the meeting, shall be recorded as voting "aye".

II. Legislative & Regulatory Affairs

A. Applicability

This section applies only to official actions by the Board of Supervisors. The provisions of this section do not apply if the Board member is acting in their individual official capacity or in their official capacity as an appointee to regional bodies by the Napa County Board of Supervisors. Nor do the provisions of this section apply to actions of Board members acting in a personal capacity, provided that this distinction is clearly stated in advance of any oral or written advocacy.

These provisions also do not apply to advocacy in the official or personal capacities of any other locally elected official, including the Assessor-Recorder-County Clerk, Auditor-Controller, District Attorney, Sheriff-Coroner, and Treasurer-Tax Collector. These locally elected officials may also in their discretion request of county executive staff that matters are brought to the Board for consideration.

B. Adoption of Legislative & Regulatory Platform

The Board may adopt a legislative and regulatory platform for use by staff as needed. The process of drafting this document may include public informational meetings conducted prior to adoption by the Board. The purpose of this document is to provide the ideological foundation for the Board's legislative and regulatory advocacy efforts. The platform must be adopted by majority vote of the Board.

C. Board Action

1. Ordinary Course of Business

The Board may take action on an item within the scope of the current Napa County Legislative & Regulatory Platform without further public consideration of the item.

If the subject of proposed action by the Board of Supervisors is not within the scope of the current Napa County Legislative & Regulatory platform, no action shall be taken by the Board of Supervisors until the item is considered by the Board of Supervisors for consideration.

The proposed action, whether by way of resolution, minute order, letter authorization or otherwise, must be approved by majority vote of the Board.

If a letter is authorized, the letter or other communication must be approved and sent by the Board Chair, or the Vice-Chair if the Vice-Chair is performing the duties of the Board Chair as outlined in this Policy.

2. Emergency Action

In cases where emergency action is required to communicate the County's position on an issue that is outside the scope of the adopted platform, a special meeting of the Board should be convened where feasible. Where a special meeting is not feasible under the totality of the circumstances, the CEO may authorize such communication. In such instances, the Board should take up the matter at its next meeting to consider ratification of the CEO's actions.

D. Permissible Actions within the Scope of the Legislative & Regulatory Platform

The actions outlined below are permitted without any formal Board action so long as the legislative or regulatory action at issue is within the scope of the adopted Legislative & Regulatory Platform. The actions outlined below are permitted as it pertains to legislative proposals, ballot propositions, agency or commission proceedings, including rulemaking, and other similar procedural vehicles. It is advisable, prior to taking any of these actions, for staff to present the proposed action to the Board in writing and solicit questions or comments on the proposed action.

1. Position Letters

Staff may draft and submit position letters on behalf of the County and may also join coalition letters where the interests of the coalition align with the County's interests, so long as the letters are consistent with the Board's adopted Platform.

2. Social Media Posts

Staff responsible for managing the County's social media accounts may author posts on social media consistent with the Board's adopted platform.

3. Meetings

Staff may attend meetings with relevant parties, including but not limited to other local staff and local elected officials, state and federal legislative officials and staff, state and federal executive branch officials, and sponsors of proposed legislation, to advocate for proposals that are consistent with the Board's adopted platform.

4. Testimony

Staff may prepare and present testimony before legislative or regulatory bodies to the extent that the

proposed action and testimony are consistent with the Board's adopted platform.

E. Action by Non-elected Department Heads in Official Capacity

This section does not apply to elected department heads, who may take advocacy positions in their official or personal capacities within their own discretion.

Non-elected department heads may take an advocacy position in their official capacities if the position is consistent with County policies and County's Legislative & Regulatory Platform, so long as communications related to such advocacy do not purport to express the position of the Board of Supervisors.

III. Ethics and Standards for Conduct of Members of the Board of Supervisors

Conduct of Board members should comport with both the County's Code of Ethics and the County's adopted Conflict of Interest Code, the approval, updating, and maintenance of which is required by Cal. Gov. Code section 87300.

Members who are found by four-fifths vote of the Board to have violated the County's adopted Conflict of Interest Code may be censured by four-fifths vote of the Board.

IV. Advisory Boards & Commissions

A. Applicability

This section applies to boards, commissions, committees, and task forces (hereinafter "commission(s)") established and appointed by the Board of Supervisors and Board appointments made to other state local advisory commissions.

B. Establishment & Review

The Board of Supervisors may establish local advisory and regulatory boards, commissions, committees, and task forces. Unless otherwise prescribed by Federal or State statute or County Code of Ordinances, the Commission shall be advisory to the Board of Supervisors and as such shall be responsible to provide the Board advice on matters pertaining to the purpose of the commission and shall serve at the pleasure of the Board. Commissions shall only be established for a specific purpose. The responsibilities of a commission shall not be amended, changed or redirected without specific approval of the Board of Supervisors.

Each commission shall be assigned a County department to act as "liaison department" for that commission in connection with its affairs and the "Maddy Act" requirements. The liaison department shall, where practical, assign a specific County employee to act as "liaison officer" for the commission.

The County Executive Office and liaison department will review, as an ongoing program, the commissions to determine the feasibility of reducing the number of commissions to avoid overlapping jurisdictions.

C. Scope of Authority

Commissions have the responsibility to publicly review and discuss those matters they have been requested to review and comment upon by the Board of Supervisors or the appropriate liaison department.

All resolutions, motions or other comments made by advisory commissions are subject to review by the appropriate liaison department prior to any action by the Board of Supervisors.

Commissions are not authorized to sign contracts, disburse funds, implement programs, employ or consider any personnel matter or act in any other capacity that involves the direct management or operation of a program.

The conduct of all commission affairs shall be in accordance with this policy unless otherwise prescribed by Federal or State statute, County Code or specific Board action.

D. Requirements for Meetings of Commissions

1. All commissions are subject to the provisions of the Brown Act (see California Government Code, Section 54950 et. seq.).
2. Each commission shall meet a minimum of four times per year, unless otherwise specified in the commission's bylaws.
3. Each commission shall submit a policy for conducting business for adoption by the Board of Supervisors.

E. Annual Report to the Board of Supervisors

Every commission is responsible for the preparation of a written annual report, to be submitted to the Board no later than July 1 of the following year. At the first Board meeting in January of each year, the Board shall be provided a list of the current commissions and identify those that should present an annual report to the Board of Supervisors during that calendar year and when that annual report shall be presented.

F. Liaison Departments

Liaison departments serve as a vital connection between a commission and County government services and programs and assist in accomplishing the stated purposes of a commission.

1. The assigned liaison department is responsible for reviewing and making recommendations as to the continuation and/or role of the commission pursuant to this Policy.
2. The liaison department shall provide guidance to the commission as to its responsibilities and adherence to County Policy, and shall, where practical, assign a specific County employee to act as "liaison officer" for the commission.
3. The liaison department shall coordinate with the Clerk of the Board to schedule a commission to appear before the Board of Supervisors for the purpose of presenting its annual report when requested by the Board.
4. The liaison department shall compile and provide to the Clerk of the Board information as needed, including but not limited to the authority and purpose of the commission and identities and qualifications of its members.
5. The liaison department immediately shall report to the Clerk of the Board any unscheduled vacancy.
6. The liaison department shall determine the conflict-of-interest statutes, ordinances and policies applicable to its commission members, consulting with County Counsel as necessary, and shall so advise commission members. The liaison department shall assist in filing Statements of Economic Interest with the filing officer as required.
7. The liaison department is responsible for sending a notice of default resignation to the Clerk when

the commission member had two or more consecutive unexcused absences or four consecutive absences of any type.

8. Liaison departments shall comply with all applicable provisions of the California Public Records Act in maintaining records of their assigned commissions' activities.

9. Liaison departments shall keep current minute records of each commission to which they are assigned on file and distribute copies as requested in accordance with provisions of the California Public Records Act.

G. Use of Chambers for Matters other than Meetings of the Board of Supervisors

Authorization of the use of the Board of Supervisors chambers for matters or meetings other than official meetings of the Board of Supervisors is within the discretion of the County Executive Officer.

V. Changes to this Policy

Any of the contents of this Policy may be altered, amended, or repealed by majority vote of the Board to the extent that such changes are permitted by state or federal law.

Any such alteration, amendment, or repeal shall not be effective retroactively and shall affect a matter being considered on the same agenda as the change only if the change is approved prior to the consideration of such agenda item or prior to close of such public hearing.

Appendix A: Policy on Official Flag Displays on County Flagpoles

A. Purpose

1. This policy is intended to regulate the public display of flags flown outside County buildings on County-owned flagpoles.
2. This policy does not regulate the use of special-circumstance or events flags for display on streetlights or other public infrastructure apart from flag poles, which is subject to approval by the City of Napa.
3. Nothing in this policy is intended to prohibit or curtail individuals displaying a flag on private property under their control or to wear or carry a flag.
4. This policy does not apply to County-owned buildings or properties that are wholly occupied by a third party or non-governmental entity.

B. General Flag Policy

1. County flagpoles are not intended to serve as a forum for free expression or method of communication or speech by members of the public and the determination of what flags may be flown on County flagpoles is reserved for the Board of Supervisors.
2. The Board of Supervisors has determined that the following flags may be flown on County flagpoles:
   a. The United States of America Flag;
   b. The State of California Flag;
   c. Official County flags; and
   d. Commemorative flags, the definition and display of which is governed by subsection (C) below.

C. Commemorative Flags

1. Commemorative flags are non-governmental flags that have significant cultural importance, e.g., the Pride Flag or Black History Flag. The use of commemorative or other third-party flags outside County buildings on County-owned flagpoles is prohibited except as specified below.
2. Requests to display commemorative flags on County flagpoles must come from a member of the Board of Supervisors or the County Executive Officer and be approved by a majority of Board members during a public meeting as outlined in paragraph 1.A.5.b. of section 1 of the originating policy.
3. Commemorative flags may be displayed on flagpoles for a duration that is relevant to the purpose of commemoration, but no longer than 31 consecutive days, unless otherwise approved by the County Executive Officer with the concurrence of the Board Chair.
4. The display of commemorative flags should be consistent with County goals, priorities, and strategic plans, as determined by the Board of Supervisors.
5. No flag shall be permitted which solicits consideration of any product or item sold by any private business, commercial venture, or charitable enterprise.

Appendix B: Rules of Procedure for Appeals to the Board of Supervisors[2]

Contents

1. Mandatory Pre-Hearing Conferences
2. Evidence
3. Transcripts

[2] This Appendix B supersedes and replaces Rule 14 from the prior policy. All references to Rule 14 in the Napa County Code shall be deemed to refer to this Appendix B.

A. Mandatory Pre-Hearing Conferences

On all appeals to the Board of Supervisors, a Mandatory Pre-Hearing Conference ("Conference") shall be scheduled by the Clerk in accordance with Napa County Code Section 2.88.080. The Conference shall be conducted informally among the Board Chair or designee, County Counsel or designee, one person designated by each appellant as its representative to attend the prehearing conference with authority to speak for that appellant, and, if different from the appellant, the applicant on the underlying subject of the decision being appealed. The prehearing conference is intended to accomplish the following purposes:

1. If the appeal pertains to a decision where there is a record on appeal, the participants at the Conference will review and discuss with the County representatives what the record on appeal consists of, and discuss whether any party intends to offer any evidence or materials not contained in the record on appeal ("extrinsic evidence"). The Conference will provide an opportunity to establish dates by which any request for extrinsic evidence shall be submitted to the Chair for a good cause determination. If any party disagrees with the Chair's determination, they may request that a majority of the Board overrule the Chair's determination on the day of the hearing pursuant to the procedures described in Napa County Code Section 2.88.090, subsection (C). Any party wishing to submit extrinsic evidence for the Chair's consideration must provide the Chair and County Counsel with complete, legible copies of all such materials and any argument supporting a good cause finding by the deadline established by the Chair at the Conference.
2. If the appeal pertains to a decision for which no record on appeal exists, the participants at the Conference will describe to the County representatives the evidence, written arguments and materials (including summaries of expert testimony, reports, or opinions to be offered at the hearing) ("Materials") that the participant intends to submit for the Board's consideration on the appeal. Each party shall provide the Chair and County Counsel with complete, legible copies of all such Materials that the party desires to have the Board to consider on the appeal by the date established by the Chair at the Conference.
3. In the interests of efficient conduct of Board proceedings, all those who present testimony or evidence to the Board on an appeal must make every reasonable effort to present all arguments and evidence to the Board prior to the hearing in accordance with the procedures specified above and in the applicable Napa County Code provisions. Oral testimony and argument should be limited to points that were not raised in written submissions and documentary evidence and should not be repetitious of the contents of written and documentary submissions; however, parties may not introduce new grounds of appeal or new evidence unless the Chair allows such grounds or evidence pursuant to Napa County Code section 2.88.050(C)(6) or 2.88.090(C). At the Conference and at the appeal hearing, the Chair may determine not to receive cumulative, repetitious, immaterial, derogatory or abusive testimony.
4. The County representatives at the Conference will discuss with the Conference participants what the probable order for presentation of evidence, witnesses, and statements will be at the hearing, what time limits may apply to speakers (as addressed in more detail in subdivision (5) below), and any other procedural topics, subject to any modifications that may be made by the Board at the hearing.
5. In the interests of efficient conduct of Board meetings and in fairness to all participants at such meetings, the Board Chair at the Conference will set reasonable and uniform limits on the presentations by each party to an appeal at the hearing. Unless the Chair, in the Chair's sole discretion, establishes different time limits, the standard time limit shall be thirty (30) minutes for each side. If there are multiple appellants, then the applicant shall have thirty (30) minutes per appellant.
6. The time limits specified above do not apply to or limit the right of members of the public to speak at an appeal hearing. Such public speakers will be subject to the time limits and other provisions set forth in subdivision 1.A.6. [Public Comment Generally] of this Policy.

7. Any additional written information shall be limited to 10 pages per appellant unless the Chair allows for a different page limitation at the Conference. Applicant shall be limited to the total number of pages of all appellants combined.

B. Evidence

1. Evidence shall be admissible if it is of a type commonly relied upon by reasonable and prudent persons in the conduct of serious affairs. Evidence may be received subject to a later ruling regarding its admissibility. Erroneous admission of evidence shall not invalidate any action taken unless it is shown to have prejudiced the substantial rights of a party.
2. All exhibits shall be marked upon submission to provide identification in the event the matter is litigated. If no litigation occurs requiring lodging of the exhibits with a court, the Clerk shall retain the exhibits until expiration of the applicable statute of limitations, at which time the applicant may reclaim them. The Clerk will dispose of unclaimed exhibits if not reclaimed by the applicant within ten days after the expiration of the applicable statute of limitations.

C. Transcripts

1. When there is an appeal to the Board of the decision of decision maker made following a public hearing that was recorded electronically, a verbatim transcript shall be prepared and certified by the Clerk or the Clerk's designee. When there is an appeal to the Board of the decision of a decision maker made following a public hearing that was recorded by a court reporter retained by the clerk of the hearing officer, the court reporter shall provide a certified transcript.
2. No appeal of a decision made following a public hearing recorded pursuant to this subsection (C) shall be heard by the Board until the appellant and any interested persons as defined in Section 2.88.010 of the Napa County Code who have requested such notice in writing have been notified in writing that the transcript has been prepared and is available for inspection.

Appendix C: Standards for Appointments to Certain Seats on Advisory Boards and Commissions

A. Purpose

The Board of Supervisors will consider for appointment to commissions all persons willing to serve whose interests, background, experience, perspective, and talents may significantly contribute to the purpose of these various commissions. Appointments must conform to California Government Code sections 54970-54974 and all applicable state laws and regulations.

B. Applicability

This section applies to both initial appointments to commissions and appointments to fill vacancies occurring during an ongoing term of appointment. This section does not apply to seats on commissions that are held by members of the Board of Supervisors.

C. Procedures

Appointments shall follow the following procedures:

1. Vacancies shall be advertised for a minimum of 30 days. If an emergency exists that necessitates filling the vacancy immediately, the provisions of Government Code Section 54974 shall apply.
2. Upon request, the County Executive Office may publicize any vacancy(s), including requirements, process, and deadline for submitting application. Distribution may include posting on the County website, posting on County social media outlets, distributing to current members of the applicable commission, and distributing to Board members for sharing with their contact lists at their discretion.
3. When representation of educational interests is desired in an appointment to a commission, all public-school districts in the County shall be requested to confer with one another to provide the Board of Supervisors with a joint recommendation as to an appointment.
4. All interested applicants shall complete an application form that will be made available and returned to the County Executive Office.
5. The County Executive Officer has broad discretion to extend an application deadline or take other measures that the County Executive Officer deems appropriate to ensure that the Board is presented with a suitable pool of qualified applications.
6. All submitted application forms will be reviewed by the County Counsel's Office for legal sufficiency and to note any known conflicts of interest.
7. Each commission shall be given the opportunity to review all applications and make a recommendation to the Board of Supervisors.
8. The Board of Supervisors will be informed of the recommendation but may appoint any eligible applicant.
9. These procedures will apply to initial appointments and the filling of vacancies occurring during a term.
10. The Board need not consider for appointment any application which the County Executive Officer finds to not satisfy the published qualification requirements or which the County Counsel's Office finds to be legally insufficient.

D. Qualifications

When a vacancy occurs on a commission, effort should be made by the Board to ensure that the most qualified individual is appointed to fill the vacancy. Appointment of the most qualified individual should be guided by the following principles:

1. Specific qualifications for each Commission must be identified in the bylaws of the Commission, which shall be approved by the Board of Supervisors.
2. Unless otherwise precluded by Federal or State law or regulation or the Napa County Code, preference is given to appointees who plan to reside or work within Napa County during the period of time they serve on the Board, Commission or Committee and meet the qualifications for the position. The Board must formally approve a waiver of this Policy to appoint a person who does not meet either of those requirements. A waiver is not required for an appointee who may reside outside Napa County when employed by an organization that is required to be represented on the Board, Commission, or Committee, either expressly or by categorical inclusion.
3. All persons appointed to serve on commissions shall take the oath given by the Clerk of the Board as required by Section 3 of Article XX of the California Constitution, prior to participating in or voting on the business of the commission.
4. Unless otherwise provided by state or federal law, no individual will be appointed, and any such appointment may be terminated by majority vote of the Board of Supervisors, upon conviction of any crime of moral turpitude or abusive conduct.

E. Terms of Appointment

The following provisions pertain to all appointments made by the Board of Supervisors to the extent they do not conflict with federal or state law or Chapter 2.68 of the Napa County Code.

1. No appointment shall be made for a term to exceed four (4) years in length, and a term may be shorter as provided herein. Upon expiration of a term, the incumbent will be given 15 days to submit an application for re-appointment.
2. When establishing a new committee or commission, the terms of office shall be staggered and no more than two-thirds of the terms of the total number of members of a commission shall expire in any one-year period.
3. Terms shall expire four (4) years after the initial appointment unless otherwise specified by state law or any ordinance or resolution of formation.
4. A commissioner whose appointment has expired may continue to serve in that capacity until a new appointment is made or the Board of Supervisors declares that position vacant. Such commissioner is eligible for reappointment subject to this Policy.
5. In an emergency, an unscheduled vacancy may be filled by an "acting appointee" but a final appointment cannot be made until at least ten (10) working days after a "Notice of Unscheduled Vacancy on Board, Commission or Committee" has been posted by the County Executive Office.
6. If the appointment is to fill an unexpired term that has a specific term or time frame established in statute, the appointment will be for the remainder of the unexpired term. For all other appointments, the appointment shall be for a full term.

7. *Default Resignation and Ministerial Removal:* If an appointee records two (2) or more consecutive unexcused absences, where unexcused absence means that the appointee did not provide reasonable advance notice to either the commission or an alternate, or four (4) consecutive excused or unexcused absences, the commission liaison shall consider this a default resignation, and declare the appointee's position vacant as a matter of ministerial procedure.

8. *Discretionary Removal:* Notwithstanding any of the foregoing, commission members serve at the pleasure of the Board of Supervisors and may be removed from the commission at any time at the discretion of and by majority vote of the Board of Supervisors.

9. The resignation of a commission member shall be submitted to the Clerk of the Board and shall be effective upon receipt by that office.

F. Ethics & Standards for Appointees

Commission members will be informed of all applicable conflict of interest statutes, ordinances and policies.

No commissioner shall profit by County contracts or purchase agreements related to commission activities while a commission member. Commissioners should avoid the appearance of impropriety in their activities and recuse themselves from votes where their vote may lead to any question of propriety.

Commissioners must attend commission meetings regularly. If a commissioner misses two (2) consecutive meetings without being excused by the department liaison, or four consecutive meetings of any type, by default, staff will consider this a default resignation and declare the position vacant, a ministerial, non-discretionary removal Commissioners may also be removed in the discretion of the Board of Supervisors for any reason by majority vote.

List of Revisions

Section 8

Adopted January 10, 1967
Amended November 3, 2015; Resolution No. 2015-142
Amended October 8, 2017; Resolution No. 2017-181
Amended November 17, 2020; Resolution No. 2020-141

Section 8B

Adopted January 3, 1989
Amended January 26, 1993; Resolution No. 93-7
Amended August 28, 2001; Resolution No. 01-103
Amended January 14, 2003; Resolution No. 03-03
Amended October 5, 2004; Resolution No. 04-165
Amended January 9, 2007; Resolution No. 07-11
Amended August 7, 2007; Resolution No. 07-99
Amended December 18, 2007; Resolution No. 07-178
Amended January 27, 2009; Resolution No. 09-09
Amended June 30, 2009; Resolution No. 09-101
Amended May 24, 2011; Resolution No. 2011-54
Amended November 3, 2015; Resolution No. 2015-142
Amended December 8, 2020; Resolution No. 2020-149
Amended March 2, 2021; Resolution No. 2021-22
Amended December 17, 2021; Resolution No. 2021-151

Section 8L

Adopted March 2, 2021; Resolution No. 2021-22

Consolidated Policy

Adopted September 10, 2024; Resolution No. 2024-95
Amended January 28, 2025; Resolution No. 2025-10
Amended xx/xx/2026; Resolution No. 26-xxx

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-258

TO: Board of Supervisors
FROM: Jennifer Yasumoto, Director of Health and Human Services Agency
REPORT BY: Jennifer Yasumoto, Director of Health and Human Services Agency
SUBJECT: Be Well Mobile Services Presentation

RECOMMENDATION

Receive a presentation on the Health and Human Services Agency's Be Well Mobile Services programming and impact in the first four months of operation. (No Fiscal Impact)

BACKGROUND

HHSA's Be Well Mobile Services are designed to provide access to Health and Human Services Agency programs directly in communities across Napa County. The mobile unit offers on-site services including Behavioral Health Services, Medi-Cal, CalFresh, CalWORKs, In-Home Supportive Services, Public Health Vaccination Clinics, Veterans' Services, and more, helping reduce barriers related to transportation, system navigation, and access to care. The program was developed in alignment with HHSA strategic goals and informed by community and partner input. This presentation will provide the Board and community with increased awareness of HHSA's Be Well Mobile Services, including an update on the implementation, service delivery, initial outcomes, and reach.

Requested Actions:

1. Receive a presentation on the Health and Human Services Agency's Be Well Mobile Services programming and impact in the first four months of operation.

FISCAL IMPACT

Is there a Fiscal Impact? No
Additional Information Strategic Initiative: Compassion & Access

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-109

TO: Board of Supervisors

FROM: Brian D. Bordona - Director of Planning, Building and Environmental Services

REPORT BY: Emily Hedge, Planner III

SUBJECT: Adopt an Ordinance amending Chapter 18.118 Water Conservation Regulation for Landscape Design

RECOMMENDATION

Adopt an Ordinance of the Napa County Board of Supervisors, State of California, amending Chapter 18.118 (Water Conservation Regulations for Landscape Design) of Title 18 (Zoning) of the Napa County Code to achieve consistency with the California Code of Regulations Title 23, Division 2, Chapter 2.7 Model Water Efficient Landscape Ordinance and repeal Resolution No. 92-161 establishing the existing Water Conservation in Landscape Guidelines. (No Fiscal Impact)

BACKGROUND

The California Department of Water Resources (DWR) Model Water Efficient Landscape Ordinance (MWELO) is a statewide water efficiency regulation for new development and retrofitted landscapes in California. The MWELO provides definitions, technical information, and sample documents for the development of water efficient landscapes. All local agencies must adopt, implement, and enforce the MWELO or a local Water Efficient Landscape Ordinance that is at least as efficient as the MWELO. In 1992, the County adopted its own provisions through Napa County Code (NCC) Chapter 18.118 and Landscape Guidelines by Resolution. These documents have not been amended to date. Since the NCC has not been updated to stay current with State code, there are portions of the code that are no longer “as efficient” as the MWELO. On December 17, 2025, at a duly noticed public hearing, the Napa County Planning Commission recommended that the Board of Supervisors adopt the proposed revisions to the existing NCC provisions. Therefore, Staff recommends that the Board of Supervisors adopt the proposed ordinance codifying the changes and repeal Resolution No. 92-161, which established the existing Water Conservation in Landscape Guidelines.

State Requirement

The California Department of Water Resources (DWR) Model Water Efficient Landscape Ordinance

(MWELO) is a statewide water efficiency regulation for new development and retrofitted landscapes in California. The text of California Code of Regulations (CCR) Title 23, Division 2, Chapter 2.7 Model Water Efficiency Landscape Ordinance can be viewed online through a link on the DWR website - https://water.ca.gov/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Model-Water-Efficient-Landscape-Ordinance. The MWELO is also referenced by Title 24, Part 11, Chapters 4 and 5 CalGreen Building Code.

The MWELO is a model for local agencies to enforce minimum standards for water use efficiency in landscape design, construction, and management. It achieves this through specific requirements related to soil, plants, irrigation, stormwater, and nonportable water supplies to improve California's conditions in the built environment and provide benefits and realize sustainability goals. The MWELO provides definitions, technical information, and sample documents for the development of water efficient landscapes. All local agencies must adopt, implement, and enforce the MWELO or a local Water Efficient Landscape Ordinance that is at least as efficient as the MWELO.

In 1992, the Napa County Board of Supervisors adopted Ordinance No. 1029, adding Chapter 18.118 (Water Conservation Regulation for Landscape Design) to the Napa County Code and implementing a local water conservation program through Landscape Guidelines adopted by Resolution No. 92-161 (Attachment C). The resolution found that Napa County's unique circumstances warranted a locally tailored ordinance rather than a statewide, one-size-fits-all approach.

Chapter 18.118 and the Landscape Guidelines have not been amended since 1992. Since that time, the Department of Water Resources (DWR) amended the Model Water Efficient Landscape Ordinance (MWELO) in 2009 and 2015, and most recently issued revised regulations and appendices in January 2025. As a result, portions of the NCC no longer meet current state water efficiency standards.

State law requires local land use authorities to ensure MWELO compliance for new development projects with 500 square feet or more of landscaped area, and for rehabilitated landscape projects with 2,500 square feet or more. This requirement applies to residential, commercial, industrial, and institutional projects that require permits, plan checks, or design review. To meet these standards, County staff currently direct applicants to comply with the MWELO rather than the NCC (Chapter 18.118 or the County's Landscape Guidelines).

Although the NCC and Landscape Guidelines share many definitions and general requirements with the MWELO, the MWELO includes more detailed and current calculation factors, equipment standards, and data sources. Recent revisions also incorporate significantly expanded location-specific information for Napa County, enabling more precise calculations and improved operational standards.

A few examples of differences between current MWELO and NCC include:

Applicability of Project Types

• MWELO - Applies to residential, commercial, industrial, and institutional projects that require a building or landscape permit, plan check, or design review.

• NCC - The County code lists "Homeowner-provided landscaping for single-family and multifamily projects" as exempt from evaluation under the County Landscape Guidelines.

Local Reference Data - The "reference evapotranspiration" or "ETo", is a standard measurement of environmental parameters which affect the water use of plants.

• MWELO - Appendix C. Reference Evapotranspiration (ETo) includes 12 locations throughout the County: Napa County, American Canyon, Angwin, Calistoga, Deer Park, Moskowite Corner, Napa, Oakville, Rutherford, Silverado Resort, St. Helena, Yountville.

• NCC - Landscape Guidelines include three (3) locations, one of which is in Solano County: St. Helena, Yountville, Benicia (Solano County)

Plant Factor Categories - "Plant Factor" is a factor, when multiplied by ETo, estimates the amount of water needed by plants.

• MWELO - Includes four categories: very low, low, moderate, and high water use plants

• NCC - Includes two categories: low and high

ET adjustment factor (ETAF) Calculations - ETAF means a factor that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape.

• MWELO - Includes separate calculations for residential, non-residential, "special landscape areas", and existing non-rehabilitated landscape areas.

• NCC - Includes one (1) factor for all project types.

Irrigation Efficiency Rates - "Irrigation Efficiency" (IE) means the measurement of the amount of water beneficially used divided by the amount of water applied and is expressed as a percentage. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices.

• MWELO - Contains separate rates for overhead and drip irrigations systems. The rates are based on higher efficiency equipment and operations.

• NCC - Contains one (1) rate.

Proposed Text Amendment

Attachment A "Proposed Ordinance - Redlined" presents the proposed edits, shown in strikethrough and underline. The primary proposed change is to include direct references to California Code of Regulations (CCR) Title 23, Division 2, Chapter 2.7. Attachment B "Proposed Ordinance - Clean" shows the final ordinance language, should the ordinance be amended as proposed.

Since the MWELO is comprehensive and covers the requirements currently contained in NCC 18.118, most of the individual lists of requirements included in NCC can be removed, resulting in a more concise code section. County specific regulations regarding violations (NCC Sec.18.118.040 - Violations) remain unchanged.

The provisions of Napa County Board of Supervisors Resolution No. 92-161 would be repealed in their entirety, and the Napa County Water Conservation in Landscape Guidelines would be replaced with the requirements provided in the MWELO.

Benefits

In addition to ensuring compliance with State standards, the updated code will result in the following benefits:

• The use of standardized documents simplifies the overall review process for both applicants and staff. MWELO includes Appendix A. Sample Water Efficient Landscape Worksheet and Appendix B. Sample Certificate of Completion Package.

• More efficient documentation for the required annual reporting to DWR. Local agencies are required to report on implementation annually by January 31 of each year to DWR's Water Use Efficiency Branch.

• The direct reference to the CCR ensures that code language does not become inconsistent with State regulations or requirements.

• The direct reference to the CCR removes the need to go through the Text Amendment process to update County code following future revisions to the MWELO. The DWR's mandatory three-year update cycle begins January 1, 2026.

Planning Commission Recommendation

On December 17, 2025, at a duly noticed public hearing, the Napa County Planning Commission recommended that the Board of Supervisors adopt the proposed ordinance (Attachment D).

Additional Information

Today's public hearing was noticed in the Napa Valley Register on Thursday, January 15, 2026. The same notice was also emailed to the PBES's Interested Parties List that same day. At the time of publishing, staff have not received any public comment.

Procedural Requirements

1. Open Public Hearing.

2. Staff report.

3. Public comments.

4. Close Public Hearing

5. Motion, second, discussion and vote on intention to adopt the Ordinance and repeal Resolution 92-161 in its entirety.

FISCAL IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	If Chapter 18.118 is not amended, it will be inconsistent with state law and could create confusion by the regulated community who might rely on the County Code instead of State Law.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	PBES would have to follow existing ordinance provisions and state law, which may create confusion and impede implementation.
Additional Information:	Champion Environmental Sustainability and Resilience

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The Board finds that the adoption of this ordinance will not have a significant effect on the environment and is exempt from the California Environmental Quality Act pursuant to Categorical Exemption Class 8 (“Actions by Regulatory Agencies for the Protection of the Environment”) which may be found in the guidelines for the implementation of the CEQA at 14 CCR §15308; and the General Rule in that it can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore the CEQA is not applicable. [See Guidelines for the Implementation of the CEQA 14 CCR §15061(b)(3).]

Additions are underlined.
Deletions are ~~struck through.~~
Revision markers are noted in left or right margins as vertical lines.

ORDINANCE NO.

AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING CHAPTER 18.118 (WATER CONSERVATION REGULATIONS FOR LANDSCAPE DESIGN) OF TITLE 18 (ZONING) OF THE NAPA COUNTY CODE TO ACHIEVE CONSISTENCY WITH THE CALIFORNIA CODE OF REGULATIONS TITLE 23, DIVISION 2, CHAPTER 2.7 MODEL WATER EFFICIENT LANDSCAPE ORDINANCE

WHEREAS, water efficient landscape ordinances not only increase water efficiency but improve environmental conditions in the built environment. Landscapes replace habitat lost to development and provide many other related benefits such as improvements to public health and quality of life, climate change mitigation, energy and materials conservation and increased property values; and

WHEREAS, the Model Water Efficient Landscape Ordinance (MWELO) is a statewide water efficiency law for new and renovated landscapes in California. The MWELO provides definitions, sample documents, and technical information for the development of water efficient landscapes; and

WHEREAS, all local agencies must adopt, implement, and enforce the MWELO or a local Water Efficient Landscape Ordinance that is at least as effective as the MWELO; and

WHEREAS, in 1992, the Napa County Board of Supervisors adopted Ordinance No. 1029 outlining a water conservation program for Napa County. This program was implemented through landscape guidelines adopted by Resolution No. 92-161; and

WHEREAS, Napa County Code Chapter 18.118 (Water Conservation Regulations for Landscape Design) and the Landscape Guidelines, which implement this program, have not been amended since 1992; and

WHEREAS, effective January 2, 2025, the California Department of Water Resource issued a rulemaking revising the MWELO Regulations and Appendices; and

WHEREAS, the Board wishes to revise Napa County Code Chapter 18.118 (Water Conservation Regulations for Landscape Design) and the Napa County Water Conservation in Landscape Guidelines to

implement the provisions of California Code of Regulations Title 23, Division 2, Chapter 2.7 (Model Water Efficient Landscape Ordinance) to align the standards and achieve consistency with State regulations; and

WHEREAS, a duly noticed public hearing was held by the Planning Commission on December 17, 2025. The Planning Commission considered all written and oral testimony presented at the public hearing in making its recommendation; and

WHEREAS, the Planning Commission forwarded a recommendation to approve the Zoning Code Amendments to the Board of Supervisors; and

WHEREAS, prior to the consideration and adoption of this ordinance, the noticing requirements of County Code Section 18.136.040 were complied with.

NOW, THEREFORE, the Napa County Board of Supervisors, State of California, ordains as follows:

SECTION 1. Section 18.118.010 (Purpose.) of Chapter 18.118 (Water Conservation Regulations for Landscape Design) of the Napa County Code is amended to read as in full as follows:

18.118.010 – Purpose.

The purpose and intent of this chapter is to implement the provisions of California Code of Regulations Title 23, Division 2, Chapter 2.7 and to conserve water through the promotion of the most efficient use of water in landscape design, while respecting the economic, environmental, aesthetic, and lifestyle choices of individuals and property owners.

SECTION 2. Section 18.118.020 (General provisions.) of Chapter 18.118 (Water Conservation Regulations for Landscape Design) of the Napa County Code is amended to read as in full as follows:

18.118.020 – General provisions.

~~A.~~ A landscape documentation package shall be submitted to the director or the director's designee for review and approval before any building permit is issued. ~~Except as provided in subsection (B) of this section, t~~This section shall apply to public agency projects and private development projects that ~~have~~ required a site plan approval or a discretionary permit, where any landscaping is required or provided, and in accordance with California Code of Regulations Title 23, Division 2, Chapter 2.7.

~~B. This section shall not apply to:~~

~~1. Homeowner-provided landscaping for single-family and multifamily projects;~~

~~2. Cemeteries;~~

~~3. Registered historical sites;~~

~~4. Ecological restoration projects that do not require a permanent irrigation system;~~

~~5. Mined-land reclamation projects that do not require a permanent irrigation system;~~

~~6. Any project with a landscaped area less than 2,500 square feet.~~

SECTION 3. Section 18.118.030 (Requirements for landscape documentation package.) of Chapter 18.118 (Water Conservation Regulations for Landscape Design) of the Napa County Code is amended to read as in full as follows:

18.118.030 – Requirements for landscape documentation package.

A. Submission of the landscape documentation p~~P~~ackage. ~~Four copies of the~~The landscape documentation package shall be submitted to the director or ~~his~~ the director's designee for review and approval.

B. Contents. Each landscape documentation package shall be prepared as provided in California Code of Regulations Title 23, Division 2, Chapter 2.7. ~~include the following elements:~~

~~1. Water conservation concept statement;~~

~~2. Calculation of the maximum applied water allowance;~~

~~3. Calculation of the estimated applied water use;~~

~~4. Calculation of the estimated total water use;~~

~~5. Landscape design plan;~~

~~6. Irrigation design plan;~~

~~7. Irrigation schedules;~~

~~8. Maintenance schedule;~~

~~9. Landscape irrigation audit schedule;~~

~~10. Grading design plan;~~

~~11. Soil analysis;~~

~~12. Effective precipitation disclosure statement (if effective precipitation is included in the calculation of the estimated total water use).~~

C. Reserved. ~~Conformance with Guidelines. The contents of the documentation package shall be prepared in conformance with the Napa County water conservation in landscape guidelines contained in board of supervisors Resolution No. 92-161, which is incorporated herein by reference.~~

D. Reserved. ~~Persons Authorized to Prepare Package. The documentation package shall be prepared only by one or more of the following persons:~~

~~1. A licensed landscape architect;~~

~~2. A licensed landscape contractor;~~

~~3. A certified irrigation designer;~~

~~4. Other licensed or certified professional in a related field.~~

E. Reserved. ~~Approved Landscape Documents. Copies of the approved landscape documentation package shall be provided to the property owner or site manager along with the record drawings and any other information normally forwarded to the property owner or site manager.~~

F. Certificate of ~~Substantial~~ Completion Package. No certification of occupancy shall be issued until the director or the director's designee has reviewed the certificate of completion package.

~~1. Upon completing the installation of the landscaping and the irrigation system shown in the documentation package, an irrigation audit shall be conducted by a certified landscape irrigation auditor prior to the final field observation.~~

~~2. A licensed landscape architect or contractor, certified irrigation designer, or other licensed or certified professional in a related field shall conduct a final field observation and shall provide a Certificate of Substantial Completion to the Director. The Certificate shall specifically indicate that plants were installed as specified, that the irrigation system was installed as designed, and that an irrigation audit has been performed, along with a list of any observed deficiencies.~~

~~3. No certification of occupancy shall be issued until the director has reviewed the certificate of substantial completion.~~

G. Reserved. ~~Notification Upon Completion. A copy of the water conservation concept statement and the certificate of substantial completion shall be sent by the project manager to the local retail water purveyor, if any, and to the property owner(s) of record, if not the applicant/project manager.~~

SECTION 4. Section 18.118.040 (Violations.) of Chapter 18.118 (Water Conservation Regulations for Landscape Design) of the Napa County Code is amended to read as in full as follows:

18.118.040 – Violations.

A. It is unlawful and a public nuisance to cause, permit or otherwise allow water waste to result from inefficient landscape irrigation systems. Whenever the director or the director's ~~his~~ designee determines that such landscape irrigation water waste by runoff, low head drainage, over-spray, or other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways, or structures, has occurred, the director may notify the violator in writing of the violation and require the preparation of a landscape irrigation audit by a certified landscape irrigation auditor.

B. Upon receipt of the audit, the director shall determine if all deficiencies have been corrected. If not, the director may commence proceedings, civil or criminal, to correct the deficiencies and abate the public nuisance in accordance with Section 1.20.010 et seq. of this code.

C. It is unlawful and a public nuisance for any person to violate any of the provisions of this chapter for any purpose or to cause any other person to do so. Such a violation shall be enforceable as a misdemeanor pursuant to Napa County Code Sections 1.20.150 and 1.20.160.

SECTION 5. Section 18.118.050 (Public education.) of Chapter 18.118 (Water Conservation Regulations for Landscape Design) of the Napa County Code is amended to read as in full as follows:

18.118.050 – Reserved. ~~Public Education.~~

~~A. At least one model home that is landscaped in each project containing eight or more residences shall demonstrate the principles of water efficient landscape. Signs can be used to identify the model as an example of a water efficient landscape, featuring elements such as hydrozones, irrigation equipment and others which contribute to the overall water efficient theme.~~

~~B. The department shall provide a list of information available at the local library regarding the design, installation, and maintenance of water efficient landscapes upon issuance of building permits.~~

SECTION 6. The provisions of Napa County Board of Supervisors Resolution No. 92-161 are hereby repealed in their entirety. The Napa County Water Conservation in Landscape Guidelines shall be replaced with the requirements provided in California Code of Regulations Title 23, Division 2, Chapter 2.7, Model Water Efficient Landscape Ordinance.

SECTION 7. The Board finds that the adoption of this Ordinance will not have a significant effect on the environment and is exempt from the California Environmental Quality Act pursuant to Categorical Exemption Class 8 ("Actions by Regulatory Agencies for the Protection of the Environment") which may be found in the guidelines for the implementation of the CEQA at 14 CCR §15308; and the General Rule in that it can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore the CEQA is not applicable. [See Guidelines for the Implementation of the CEQA 14 CCR §15061(b)(3).]

SECTION 8. Pursuant Chapter 4, Title 7, commencing with Section 65800, of the California Government Code, this Ordinance is consistent with the following policies and goals of the 2008 General Plan Update: Action Items CON WR-9 and Policies CON-52, 57, 58, 60, 63, and 64.

SECTION 9. If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Napa County Board of Supervisors hereby declares it would have passed and adopted this ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

SECTION 10. This ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 11. A summary of this ordinance shall be published at least once five (5) days before adoption and at least once before the expiration of fifteen (15) days after its passage in the Napa Valley Register, a newspaper of general circulation published in Napa County, together with the names of members voting for and against the same.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The foregoing Ordinance was recommended for adoption and public hearing held thereon before the Napa County Planning Commission on the 17th day of December 2025. The Planning Commission's recommendation was considered by the Board of Supervisors and this Ordinance was introduced and passed at a regular meeting of the Napa County Board of Supervisors ("the Board"), State of California, held on 10th day of February 2026, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the
State of California

_____
AMBER MANFREE, Chair of the
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By:_____ Deputy County Counsel By: /S/ Code Services Date: _____	Date: _____ Processed By: _____ Deputy Clerk of the Board	By:_____

I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET ROOM 310, NAPA, CALIFORNIA ON _____.

_____, DEPUTY
NEHA HOSKINS, CLERK OF THE BOARD

ORDINANCE NO. ____

AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING CHAPTER 18.118 (WATER CONSERVATION REGULATIONS FOR LANDSCAPE DESIGN) OF TITLE 18 (ZONING) OF THE NAPA COUNTY CODE TO ACHIEVE CONSISTENCY WITH THE CALIFORNIA CODE OF REGULATIONS TITLE 23, DIVISION 2, CHAPTER 2.7 MODEL WATER EFFICIENT LANDSCAPE ORDINANCE

WHEREAS, water efficient landscape ordinances not only increase water efficiency but improve environmental conditions in the built environment. Landscapes replace habitat lost to development and provide many other related benefits such as improvements to public health and quality of life, climate change mitigation, energy and materials conservation and increased property values; and

WHEREAS, the Model Water Efficient Landscape Ordinance (MWELO) is a statewide water efficiency law for new and renovated landscapes in California. The MWELO provides definitions, sample documents, and technical information for the development of water efficient landscapes; and

WHEREAS, all local agencies must adopt, implement, and enforce the MWELO or a local Water Efficient Landscape Ordinance that is at least as effective as the MWELO; and

WHEREAS, in 1992, the Napa County Board of Supervisors adopted Ordinance No. 1029 outlining a water conservation program for Napa County. This program was implemented through landscape guidelines adopted by Resolution No. 92-161; and

WHEREAS, Napa County Code Chapter 18.118 (Water Conservation Regulations for Landscape Design) and the Landscape Guidelines, which implement this program, have not been amended since 1992; and

WHEREAS, effective January 2, 2025, the California Department of Water Resource issued a rulemaking revising the MWELO Regulations and Appendices; and

WHEREAS, the Board wishes to revise Napa County Code Chapter 18.118 (Water Conservation Regulations for Landscape Design) and the Napa County Water Conservation in Landscape Guidelines to implement the provisions of California Code of Regulations Title 23, Division 2, Chapter 2.7 (Model Water Efficient Landscape Ordinance) to align the standards and achieve consistency with State regulations; and

WHEREAS, a duly noticed public hearing was held by the Planning Commission on December 17, 2025. The Planning Commission considered all written and oral testimony presented at the public hearing in making its recommendation; and

WHEREAS, the Planning Commission forwarded a recommendation to approve the Zoning Code Amendments to the Board of Supervisors; and

WHEREAS, prior to the consideration and adoption of this ordinance, the noticing requirements of County Code Section 18.136.040 were complied with.

NOW, THEREFORE, the Napa County Board of Supervisors, State of California, ordains as follows:

SECTION 1. Section 18.118.010 (Purpose.) of Chapter 18.118 (Water Conservation Regulations for Landscape Design) of the Napa County Code is amended to read as in full as follows:

18.118.010 – Purpose.

The purpose and intent of this chapter is to implement the provisions of California Code of Regulations Title 23, Division 2, Chapter 2.7 and to conserve water through the promotion of the most efficient use of water in landscape design, while respecting the economic, environmental, aesthetic, and lifestyle choices of individuals and property owners.

SECTION 2. Section 18.118.020 (General provisions.) of Chapter 18.118 (Water Conservation Regulations for Landscape Design) of the Napa County Code is amended to read as in full as follows:

18.118.020 – General provisions.

A landscape documentation package shall be submitted to the director or the director's designee for review and approval before any building permit is issued. This section shall apply to public agency projects and private development projects that require a site plan approval or a discretionary permit, where any landscaping is required or provided, and in accordance with California Code of Regulations Title 23, Division 2, Chapter 2.7.

SECTION 3. Section 18.118.030 (Requirements for landscape documentation package.) of Chapter 18.118 (Water Conservation Regulations for Landscape Design) of the Napa County Code is amended to read as in full as follows:

18.118.030 – Requirements for landscape documentation package.

A. Submission of the landscape documentation package. The landscape documentation package

shall be submitted to the director or the director's designee for review and approval.

B. Contents. Each landscape documentation package shall be prepared as provided in California Code of Regulations Title 23, Division 2, Chapter 2.7.

C. Reserved.

D. Reserved.

E. Reserved.

F. Certificate of Completion Package. No certification of occupancy shall be issued until the director or the director's designee has reviewed the certificate of completion package.

G. Reserved.

SECTION 4. Section 18.118.040 (Violations.) of Chapter 18.118 (Water Conservation Regulations for Landscape Design) of the Napa County Code is amended to read as in full as follows:

18.118.040 – Violations.

A. It is unlawful and a public nuisance to cause, permit or otherwise allow water waste to result from inefficient landscape irrigation systems. Whenever the director or the director's designee determines that such landscape irrigation water waste by runoff, low head drainage, over-spray, or other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways, or structures, has occurred, the Director may notify the violator in writing of the violation and require the preparation of a landscape irrigation audit by a certified landscape irrigation auditor.

B. Upon receipt of the audit, the director shall determine if all deficiencies have been corrected. If not, the director may commence proceedings, civil or criminal, to correct the deficiencies and abate the public nuisance in accordance with Section 1.20.010 et seq. of this code.

C. It is unlawful and a public nuisance for any person to violate any of the provisions of this chapter for any purpose or to cause any other person to do so. Such a violation shall be enforceable as a misdemeanor pursuant to Napa County Code Sections 1.20.150 and 1.20.160.

SECTION 5. Section 18.118.050 (Public education.) of Chapter 18.118 (Water Conservation Regulations for Landscape Design) of the Napa County Code is amended to read as in full as follows:

18.118.050 – Reserved.

SECTION 6. The provisions of Napa County Board of Supervisors Resolution No. 92-161 are hereby repealed in their entirety. The Napa County Water Conservation in Landscape Guidelines shall be replaced with the requirements provided in California Code of Regulations Title 23, Division 2, Chapter 2.7, Model Water Efficient Landscape Ordinance.

SECTION 7. The Board finds that the adoption of this Ordinance will not have a significant effect on the environment and is exempt from the California Environmental Quality Act pursuant to Categorical Exemption Class 8 ("Actions by Regulatory Agencies for the Protection of the Environment") which may be found in the guidelines for the implementation of the CEQA at 14 CCR §15308; and the General Rule in that it can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore the CEQA is not applicable. [See Guidelines for the Implementation of the CEQA 14 CCR §15061(b)(3).]

SECTION 8. Pursuant Chapter 4, Title 7, commencing with Section 65800, of the California Government Code, this Ordinance is consistent with the following policies and goals of the 2008 General Plan Update: Action Items CON WR-9 and Policies CON-52, 57, 58, 60, 63, and 64.

SECTION 9. If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Napa County Board of Supervisors hereby declares it would have passed and adopted this ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

SECTION 10. This ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 11. A summary of this ordinance shall be published at least once five (5) days before adoption and at least once before the expiration of fifteen (15) days after its passage in the Napa Valley Register, a newspaper of general circulation published in Napa County, together with the names of members voting for and against the same.

The foregoing Ordinance was recommended for adoption and public hearing held thereon before the Napa County Planning Commission on the 17th day of December 2025. The Planning Commission's recommendation was considered by the Board of Supervisors and this Ordinance was introduced and passed at a regular meeting of the Napa County Board of Supervisors ("the Board"), State of California, held on 10th day of February 2026, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

_____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *McKayla McMahon* Deputy County Counsel By: */S/ Brandon Aguilera* Code Services Date: December 2, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET ROOM 310, NAPA, CALIFORNIA ON _____.

_____, DEPUTY
NEHA HOSKINS, CLERK OF THE BOARD

RESOLUTION NO. 92-161

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NAPA, STATE OF CALIFORNIA, ESTABLISHING WATER CONSERVATION IN LANDSCAPE GUIDELINES WHICH OUTLINE THE ELEMENTS REQUIRED FOR THE WATER CONSERVATION REGULATIONS

WHEREAS, the Board of Supervisors is considering establishing a water efficient landscape program and the adoption of a water conservation ordinance; and

WHEREAS, the State Department of Water Resources has adopted a model water efficient landscape ordinance for adoption by local agencies which provides definitions, sample documents, and technical information for the development of water efficient landscapes; and

WHEREAS, absent a locally-adopted ordinance, the State Model Ordinance will go into effect on January 1, 1993; and

WHEREAS, circumstances of Napa County suggest that a locally-designed ordinance would provide greater benefit to the public of Napa County than a generic ordinance designed for all situations in the state;

WHEREAS, the water conservation ordinance specifically outlines a water conservation program;

NOW, THEREFORE, BE IT RESOLVED, it is the intent of the Board of Supervisors that following document of landscape guidelines outlined in Exhibit B, be incorporated by reference into the proposed ordinance;

The foregoing resolution was duly and regularly adopted at a regular meeting of the Conservation, Development and Planning Commission of the County of Napa, State of California, held on the 2nd day of December, 1992, by the following vote:

AYES: Supervisors BATTISTI, FERRIOLE, NEGRI, MIKOLAJCIK, and VARRELMAN

NOES: Supervisors NONE

ABSENT: Supervisors NONE

ATTEST:

MARY JEAN MCLAUGHLIN
Clerk of the Commission

By: _____

APPROVED AS TO FORM
Office of County Counsel
By: Margaret Woodbury
Date: December 17, 1992

EXHIBIT B

NAPA COUNTY
WATER CONSERVATION IN LANDSCAPE GUIDELINES

Prior to the issuance of building permits for projects subject to the Water Conservation Regulations, four (4) copies of a Landscape Documentation Package prepared by a licensed or certified landscape professional (licensed landscape architect, licensed landscape contractor, certified irrigation designer, or other licensed or certified professional in a related field) shall be submitted to the Director or his designee for review and approval.

The following guidelines have been prepared to outline the elements required for compliance with the Water Conservation Regulations.

LANDSCAPE DOCUMENTATION PACKAGE

Each landscape documentation package shall include the following elements:

1. **Water Conservation Concept Statement**

Each landscape documentation package shall include a cover sheet, referred to as the Water Conservation Concept Statement which will include the following information:

A. Project Name
B. Project File Number
C. Project Site Location
D. Project Designer
E. Narrative summary of the project
F. A check list for verification that all elements of the landscape documentation package for the project have been completed.

A sample of the Water Conservation Concept Statement is included with these guidelines.

2. The Maximum Applied Water Allowance

A. A project's Maximum Applied Water Allowance shall be calculated using the following formula:

MAWA = (ETo) (0.8) (LA) (0.62) where:

MAWA	= Maximum Applied Water Allowance (gallons per year)
ETo	= Reference Evapotranspiration (inches per year)
0.8	= ET adjustment Factor
LA	= Landscaped Area (square feet)
0.62	= Conversion factor (to gallons per square foot)

B. Two example calculations of the Maximum Applied Water Allowance are:

PROJECT SITE ONE: Landscaped area of 50,000 sq. ft in St. Helena.

MAWA = (ETo) (.8) (LA) (.62)
= (44 inches) (.8) (50,000 square feet) (.62)

Maximum Applied Water Allowance = 1,091,200 gallons per year
(or 1,691 hundred-cubic-feet per year: 1,091,200/748=1,459)

PROJECT SITE TWO: Landscaped area of 50,000 sq. ft. in Yountville

MAWA = (ETo) (.8) (LA) (.62)
= (44.3 inches)(.8)(50,000)(.62)

Maximum Applied Water Allowance = 1,098,640 gallons per year
(or 1,469 hundred-cubic feet per year)

C. Portions of landscaped areas in public and private projects such as parks, playgrounds, sports fields, golf courses, or school yards where turf provides a playing surface or serves other recreational purposes are considered recreation areas and may require water in addition to the Maximum Applied Water Allowance. A statement shall be included with the landscape design plan, designating recreational areas to be used for such purposed and specifying any needed amount of additional water above the Maximum Applied Water Allowance.

3. Estimated Applied Water Use

A. The Estimated Applied Water Use shall not exceed the Maximum Applied Water Allowance.

B. A calculation of the Estimated Applied Water Use shall be submitted with the Landscape Documentation Package. It may be calculated by summing the amount of water recommended in the irrigation schedule.

4. Estimated Total Water Use

A. A calculation of the Estimated Total Water Use shall be submitted with the Landscape Documentation Package. The Estimated Total Water Use may be calculated by summing the amount of water recommended in the irrigation schedule and adding any amount of water expected from effective precipitation (not to exceed 25 percent of the local annual mean precipitation) or may be calculated from a formula such as the following:

The Estimated Total Water use for the entire landscaped area equals the sum of the Estimated Water Use of all hydrozones in that landscaped area.

$$\text{EWU (hydrozone)} = \frac{(\text{ETo})(\text{PF})(\text{HA})(.62)}{(\text{IE})}$$

EWU (hydrozone) = Estimated Water Use (gallons per year)
ETo = Reference Evapotranspiration (inches per year)
PF = Plant Factor
HA = hydrozone area (square feet)
(.62) = conversion factor
IE = Irrigation efficiency

B. If the Estimated Total Water Use is greater than the Estimated Applied Water Use due to precipitation being included as a source of water, an Effective Precipitation Disclosure Statement shall be included in the Landscape Documentation Package.

5. Landscape Design Plan

A landscape design plan meeting the following requirements shall be submitted as part of the landscape documentation package:

A. Plant Selection and Grouping:

i. Any plants may be used in the landscape, providing the Estimated Applied Water Use recommended does not exceed the Maximum Applied Water Allowance and that the plants meet the specifications set forth in (B), (C) and (D).

ii. Plants having similar water use shall be grouped together in distinct hydrozones.

iii. Plants shall be selected appropriately based upon their adaptability to the climatic, geologic, and topographical conditions of the site. Protection and preservation of native species and natural areas is encouraged. The planting of trees is encouraged wherever it is consistent with other provisions of these guidelines and County Zoning regulations.

iv. Fire prevention needs shall be addressed in areas that are fire prone. Information about fire prone areas and appropriate landscaping for fire safety is available from local fire departments or the California Department of Forestry.

B. Water Features:

i. Recirculating water shall be used for decorative water features.

ii. Pool and spa covers are encouraged.

C. Landscape Design Plan Specifications:

The landscape design plan shall be drawn on project base sheets at a scale that accurately and clearly identifies:

i. Designation of hydrozones

ii. Landscape materials, trees, shrubs, groundcover, turf, and other vegetation. Planting symbols shall be clearly drawn and plants labeled by botanical name, common name, container size, spacing, and quantities of each group of plants indicated.

iii. Property lines and street names.

iv. Streets, driveways, walkways and other paved areas.

v. Pools, ponds, water features, fences, and retaining walls.

vi. Existing and proposed buildings and structures.

vii. Natural features including but not limited to rock outcroppings, existing trees, and shrubs that will remain.

viii. Tree staking, plant installation, soil preparation details, and any other applicable planting and installation details.

ix. A calculation of the total landscaped area.

x. Designation of recreational areas.

6. Irrigation Design Plan

An irrigation design plan meeting the following conditions shall be submitted as part of the Landscape Documentation Package.

A. Irrigation Design Criteria:

i. Runoff and Overspray. Soil types and infiltration rate shall be considered when designing irrigation systems. All irrigation systems shall be designed to avoid runoff, low head drainage, overspray, or other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways, or structures. Proper irrigation equipment and schedules, including features such as repeat cycles, shall be used to closely match application rates to infiltration rates therefore minimizing runoff.

Special attention shall be given to avoid runoff on slopes and to avoid overspray in planting areas with a width less than ten feet, and in median strips.

No overhead sprinkler irrigation systems shall be installed in median strips less than ten feet wide.

ii. Irrigation Efficiency. For the purpose of determining the maximum applied water allowance, irrigation efficiency is assumed to be 0.625. Irrigation systems shall be designed, maintained, and managed to meet or exceed 0.625 efficiency.

iii. Equipment

Water meters. Separate landscape water meters shall be installed for all projects except for single family homes or any project with a landscaped area of less than 5,000 square feet.

Controllers. Automatic control systems shall be required for all irrigation systems and must be able to accommodate all aspect of the design.

Valves. Plants which require different amount of water shall be irrigated by separate valves. If one valve is used for a given area, only plants with similar water use shall be used in that area. Anti-drain (check) valves shall be installed in strategic points to minimize or prevent low-head drainage.

Sprinkler heads. Heads and emitters shall have consistent application rates within each control valve circuit. Sprinkler heads shall be selected for proper area coverage, application rate, operating pressure, adjustment capability, and ease of maintenance.

Rain Sensing Override Devices. Rain Sensing override devices shall be required on all irrigation systems.

Soil Moisture Sensing Devices. It is recommended that soil moisture sensing devices be considered where appropriate.

B. Recycled Water:

i. The installation of dual distribution systems to allow for the current and future use of recycled water, if feasible and if cost effective.

ii. The recycled water irrigation systems shall be designed and operated in accordance with all local and state codes.

C. Irrigation Design Plan Specifications:

i. Irrigation systems shall be designed to be consistent with hydrozones.

ii. The irrigation design plan shall be drawn on project base sheets. It shall be separate from, but use the same format as, the landscape design plan. The scale shall be the same as that used for the landscape design plan.

ii. The irrigation design plan shall accurately and clearly identify:

Location and size of separate water meters for the landscape.

Location, type, and size of all components of the irrigation system, including automatic controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, and back-flow prevention devices.

Static water pressure at the point of connection to the public water supply

Flow rate (gallons per minute), application rate (inches per hour), and design operating pressure (psi) for each stations.

Recycled water irrigation systems.

7. Irrigation Schedules

Irrigation schedules satisfying the following conditions shall be submitted as part of the Landscape Documentation Package:

A. An annual irrigation program with monthly irrigation schedules shall be required for the plant establishment period, for the established landscape, and for any temporarily irrigated areas.

B. The irrigation schedule shall:

i. include run time (in minutes per cycle), suggested number of cycles per day, and frequency of irrigation for each station; and

ii. provide the amount of applied water (in hundred cubic feet, gallons, or in whatever billing units the local water supplier uses) recommended on a monthly and annual basis.

C. The total amount of water for the project shall include water designated in the Estimated Total Water Use calculation plus water needed for any water features, which shall be considered as a high water using hydrozone.

D. Recreational areas designed in the landscape design plan shall be highlighted and the irrigation schedule shall include if any additional water is needed above the Maximum Applied Water Allowance because of high plan factors (but not due to irrigation inefficiency).

E. Whenever possible, irrigation scheduling shall incorporate the use of evapotranspiration data such as those from California Irrigation Management Information System (CIMIS) weather stations to apply the appropriate levels of water for different climates.

F. Whenever possible, landscape irrigation shall be scheduled between 2:00 am and 10:00 a.m. to avoid irrigating during times of high wind or high temperature.

8. Maintenance Schedules

A. A regular maintenance schedule satisfying the following conditions shall be submitted as part of the Landscape Documentation package:

i. Landscapes shall be maintained to ensure water efficiency. A regular maintenance schedule shall include but not be limited to checking, adjusting, and repairing irrigation equipment; resetting the automatic controller; aerating and de-thatching turf areas; replenishing mulch; fertilizing; pruning, and weeding in all landscape areas.

ii. Whenever possible, repair of irrigation equipment shall be done with the originally specified materials or their equivalents.

9. Grading Design Plan

Grading design plans satisfying the following conditions shall be submitted as part of the Landscape Documentation Package.

A. A grading design plan shall be drawn on project base sheets. It shall be separate from but use the same format as the landscape design plan.

B. The grading design plan shall indicate finished configurations and elevations of the landscaped area, including the height of graded slopes, drainage patterns, pad elevations, and finished grade.

10. Soil Analysis

A. A soils analysis satisfying the following conditions shall be submitted as part of the Landscape Documentation Package.

i. Determination of soil texture, indicating the percentage of organic matter.

ii. An approximate soil infiltration rate (either measured or derived from soil texture/infiltration rate tables.) A range of infiltration rates shall be noted where appropriate.

iii. Measure of pH, and total soluble salts.

B. A mulch of at least three inches shall be applied to all planting areas except turf.

CERTIFICATE OF SUBSTANTIAL COMPLETION

A Certificate of Substantial Completion shall completed on the form provided by the County.

A sample of the Certificate of Substantial Completion is included with these guidelines.

DEFINITIONS

For purposes of these guidelines, the following definitions shall apply:

A. "Anti-drain valve" or "check valve" means a valve located under a sprinkler head to hold water in the system so it minimizes drainage from the lower elevation sprinkler heads.

B. "Application rate" means the depth of water applied to a given area, usually measured inches per hour.

C. "Applied water" means the portion of water supplied by the irrigation system to the landscape.

D. "Automatic controller" means a mechanical or solid state timer, capable of operating valve stations to set the days and length of time of a water application.

E. "Back-flow prevention device" means a safety devise used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

F. "Conversion factor (0.62) means a number that converts the maximum applied water allowance from acre-inches per acre per year to gallons per square foot per year. The conversion factor is calculated as follows:

(325,851 gallons/ 43,560 square feet)/12 inches = (0.62)

325,851 gallons = one acre foot
43,560 square feet = one acre
12 inches = one foot.

To convert gallons per year to 100-cubic feet per year, another common billing unit for water, divide gallons per year by 748. (748 gallons = 100 cubic feet).

G. "Ecological restoration project" means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

H. "Effective precipitation' or "usable rainfall" means the portion of total precipitation that is used by the plants. Precipitation is not a reliable source of water, but can contribute to some degree toward the water needs of the landscape.

I. "Emitter" means drip irrigation fittings that deliver water slowly from the system to the soil.

J. "Established landscape" means the point at which plants in the landscape have developed roots into the soil adjacent to the root ball.

K. "Establishment period" means the first year after installing the plant in the landscape.

L. "Estimated Applied Water Use" means the portion of the Estimated Total Water Use that is derived from applied water. The Estimated Applied Water Use shall not exceed the Maximum Applied Water Allowance. The Estimated Applied Water Use may be the sum of the water recommended through the irrigation schedule.

M. "Estimated Total Water Use" means the annual total amount of water estimated to be needed to keep the plants in the landscaped area healthy. It is based upon such factors as the local evapotranspiration rate, the size of the landscaped area, the types of plants, and the efficiency of the irrigation system.

N. "ET adjustment factor" means a factor of 0.8, that, when applied to referenced evapotranspiration, adjust for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape.

A combined plant mix with a site-wide average of 0.5 is the basis of the plant factor portion of this calculations. The irrigation efficiency for purposes of the ET Adjustment Factor is 0.625.

Therefore the ET Adjustment Factor is (0.8) = (0.5/0.625)

O. "Evapotranspiration" means the quantity of water evaporated from adjacent soil surfaces and transpired by plants during a specific time.

P. "Flow rate" means the rate at which water flows through pipes and valves (gallons per minute or cubic feet per second).

Q. "Hydrozone" means a portion of the landscaped area having plants with similar water needs that are served by a valve or set of valves with the same schedule. A hydrozone may be irrigated or non-irrigated. For example, a naturalized area planted with native vegetation that will not need supplemental irrigation once established is a non-irrigated hydrozone.

R. "Infiltration rate" means the rate of water entry into the soil expressed as a depth of water per unit of time (inches per hour).

S. "Irrigation efficiency" means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The minimum irrigation efficiency for purposes of this ordinance is 0.625. Greater irrigation efficiency can be expected from well designed and maintained systems.

T. "Landscape irrigation audit" means a process to perform site inspections, evaluate irrigation systems, and develop efficient irrigation schedules.

U. "Landscaped area" means the entire parcel less the building footprint, driveways, non-irrigated portions of parking lots, hardscapes - such as decks and patios, and other non-porous areas. Water features are included in the calculation of the landscaped area. Areas dedicated to edible plants, such as orchards or vegetable gardens are not included.

V. "Lateral line" means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

W. "Main line" means the pressurized pipeline that delivers water from the water source to the valve or outlet.

X. "Maximum Applied Water Allowance" means, for design purposes, the upper limit of annual applied water for the established landscaped area. It is based upon the area's reference evapotranspiration, the ET Adjustment Factor, and the size of the landscaped area. The Estimated Applied Water Use shall not exceed the Maximum Applied Water Allowance.

Y. "Mined-land reclamation projects" means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

Z. "Mulch" means any material such as leaves, bark, straw or other materials left loose and applied to the soil surface for the beneficial purpose of reducing evaporation.

AA. "Operating pressure" means the pressure at which a system of sprinklers is designed to operate, usually indicated at the base of a sprinkler.

BB. "Overhead sprinkler irrigation systems" means those with high flow rates (pop-ups, impulse sprinklers, rotors, etc.

CC. "Overspray" means the water which is delivered beyond the landscaped area, wetting pavements, walks, structures or other non-landscaped areas.

DD. "Plant factor" means a factor that, when multiplied by reference evapotranspiration, estimates the amount of water used by plants. For purposes of this ordinance, the average plant factor of low water using plants ranges from 0 to 0.3, for average water using plants, the range is 0.4 to 0.6, and for high water using plants the range is 0.7 to 1.0.

EE. "Rain sensing device" means a system which automatically shuts off the irrigation system when it rains.

FF. "Record drawing" or "as-built" means a set of reproducible drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor.

GG. "Recreational area" means areas of active plan or recreation such as sports field, school yards, picnic grounds, or other areas with intense foot traffic.

HH. "Recycled water," "reclaimed water," or "treated sewage effluent water" means treated or recycled waste water of a quality suitable for non-potable uses such as landscape irrigation; not intended for human consumption.

II. "Reference evapotranspiration" or "ETo" means a standard measurement of environmental parameters which affect the water use of plants. ETo is given in inches per day, month, or year, and is an estimate of the evapotranspiration of a large field of four- to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowances so that regional differences in climate can be accommodated.

REFERENCE EVAPOTRANSPIRATION FOR NAPA COUNTY (including Benicia in Solano County)
in inches (Historical Data, extrapolated from 12-Month Normal Year ETo Maps and U.C. publication 21426)

City	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANN ETo
St. Helena	1.2	1.5	2.8	3.9	5.1	6.1	7.0	6.2	4.8	3.1	1.4	0.9	44.1
Yountville	1.3	1.7	2.8	3.9	5.1	6.0	7.1	6.1	4.8	3.1	1.5	0.9	44.3
Benicia	1.3	1.4	2.7	3.8	4.9	5.0	6.4	5.5	4.4	2.9	1.2	0.7	40.3

JJ. "Rehabilitated landscape" mans any re-landscaping project the requires a permit.

KK. "Run off" means water which is not absorbed by the soil or landscape to which it is applied and flows from the area. For example, run off may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a severe slope.

LL. "Soil moisture sensing device" means a device that measures the amount of water in the soil.

MM. "Soil texture" means the classification of soil based on the percentage of sand, silt, and clay in the soil.

NN. "Sprinkler head" means a device which sprays water through a nozzle.

OO. "Static water pressure" means the pipeline or municipal water supply pressure when water is not flowing.

PP. "Station" means an area served by one valve or by a set of valves that operate simultaneously.

QQ. "Turf" means a surface layer of earth containing mowed grass with its roots. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool season grasses. Bermudagrass, Kikuyugrass, Seashore paspalum, St. Augustinegrass, Zoysiagrass, and Buffalo grass are warm-season grasses.

RR. "Valve" means a device used to control the flow of water in the irrigation system.

SS. "Water conservation concept statement" means a one-page checklist and a narrative summary of the project as shown in Section 12653.

SAMPLE WATER CONSERVATION CONCEPT STATEMENT

Project Site: Project Number:
Project Location:
Licensed or Certified Landscape Professional:

Included in this project submittal package are:
(Check to indicate completion)

___ 1. Maximum Applied Water Allowance:
___ gallons or cubic feet/year

___ 2. Estimated Applied Water Use
___ gallons or cubic feet/year

*___ 2.(a) Estimated Amount of Water Expected from Effective Precipitation:
___ gallons or cubic feet/year

___ 3. Estimated total Water Use:
___ gallons or cubic feet/year

Note: * If the design assumes that a part of the Estimated Total Water Use will be provided by precipitation, the Effective Precipitation Disclosure Statement shall be completed and submitted.

___ 4. Landscape Design Plan
___ 5. Irrigation Design Plan
___ 6. Irrigation Schedules
___ 7. Maintenance Schedule
___ 8. Grading Design Plan
___ 9. Soil Analysis

Description of Project
(Briefly describe the planning and design actions that are intended to achieve conservation and efficiency in water use.)

Date:_____ Prepared by:_____

SAMPLE CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Site:_____ Project Number: _____
Project Location:_____

Preliminary Project Documentation Submitted: (Check indicating submittal)

___ 1. **Maximum Applied Water Allowance:**
____ (gallons or cubic feet per year)

___ 2. **Estimated Applied Water Use:**
____ (gallons or cubic feet per year)

*___ 2a. **Estimated Amount of Water Expected from Effective Precipitation:**
____ (gallons or cubic feet per year)

___ 3. **Estimated Total Water Use:**
____ (gallons or cubic feet per year)

Note: * If the design assumes that a part of the Estimated Total Water Use will be provided by precipitation, the Effective Precipitation Disclosure Statement shall be completed and submitted. The Estimated Amount of Water Expected from Effective Precipitation shall not exceed 25 percent of the local annual mean precipitation (average rainfall)

___ 4. Landscape Design Plan
___ 5. Irrigation Design Plan
___ 6. Irrigation Schedules
___ 7. Maintenance Schedule
___ 8. Grading Design Plan
___ 9. Soil Analysis

Post-Installation Inspection: (Check indicating substantial completion)

___ A. Plants installed as specified.
___ B. Irrigation system installed as designed
___ dual distribution system for recycled water
___ minimal run off or over-spray

___ C. Landscape Irrigation Audit Performed.

____ Project submittal package and a copy of this certification has been provided to owner/manager and local water agency.

Comments:

I/we certify that work has been installed in accordance with the contract documents.

Contractor Signature Date State License Number

I/we certify that based upon periodic site observations, the work has been substantially completed in accordance with the Water Conservation Ordinance and that the landscape planting and irrigation installation conform with the approved plans and specification.

Licensed or Certified Landscape Professional Signature Date State License #

I/we certify that I/we have received all of the contract documents and that it is our responsibility to see that the project is maintained in accordance with the contract documents.

Owner Signature Date

SAMPLE EFFECTIVE PRECIPITATION DISCLOSURE STATEMENT

I certify that I have informed the project owner and developer that this project depends on _____ (gallons or cubic feet) of effective precipitation of per year. This represents _____ percent of the local mean precipitation of _____ inches per year.

I have based my assumptions about the amount of precipitation that is effective upon:_____
_____
_____
_____
_____

I certify that I have informed the project owner and developer that in times of drought, there may not be enough water available to keep the entire landscape alive.

_____
Licensed or Certified Landscape Professional

I certify that I have been informed by the licensed or certified landscape professional that this project depends upon _____ (gallons or cubic feet) of effective precipitation per year. This represents _____ percent of the local mean precipitation of _____ inches per year.

I certify that I have been informed that in times of drought, there may not be enough water available to keep the entire landscape alive.

_____ _____
Owner Developer

A Tradition of Stewardship
A Commitment to Service

Planning, Building & Environmental Services

1195 Third Street, Suite 210
Napa, CA 94559
www.napacounty.gov
Main: (707) 253-4417

Brian D. Bordona
Director

MEMORANDUM

To:	Neha Hoskins, Clerk of the Board of Supervisors	From:	Emily Hedge, Planner III
Date:	December 19, 2025	Re:	Proposed Updates to Zoning Code Chapter 18.118 Water Conservation Regulation for Landscape Design

On December 17, 2025, following a duly noticed public hearing, the Planning Commission acted to make the following unanimous (4-0) recommendation regarding amending Chapter 18.118 (Water Conservation Regulations for Landscape Design) of Title 18 (Zoning) of the Napa County Code to achieve consistency with the California Code of Regulations Title 23, Division 2, Chapter 2.7 Model Water Efficiency Landscape Ordinance.

The Planning Commission recommended that the Board of Supervisors:

1. Find the proposed amendments exempt from the California Environmental Quality Act pursuant to Categorical Exemption, and
2. Adopt an ordinance amending Chapter 18.118 (Water Conservation Regulations for Landscape Design) of Title 18 (Zoning) of the Napa County Code

The proposed Ordinance will be agendized for a future Board of Supervisors hearing.

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-265

TO: Board of Supervisors
FROM: Ryan J. Alsop, Chief Executive Officer
REPORT BY: Neha Hoskins, Clerk of the Board
SUBJECT: Conference with Legal Counsel - Existing Litigation (Government Code Section 54956.9(d)(1)) (3 Cases)

RECOMMENDATION

Conference with Legal Counsel - Existing Litigation (Government Code Section 54956.9(d)(1))(3 Cases)

Name of Case: Napa County and the People of the State of California ex rel. Sheryl L. Bratton v. Hoopes Family Winery Partners, LP, Hoopes Vineyard, LLC, and Lindsay Blair Hoopes; Napa Superior Court Case No. 22CV001262; California Court of Appeal, First District, Case No. A175111

Name of case: Hoopes Vineyard LLC, Summit Lake Vineyards & Winery LLC, and Cook's Flat Associates v. County of Napa; United States District Court, Northern District of California, Case No. 3:24-cv-6256; United States Court of Appeal, Ninth Circuit, Case No. 25-3903

Name of Case: Tamara Anne Dreyer v. County of Napa Public Works, et al.; Napa Superior Court Case No. 25CV000100.

Napa County

Board Agenda Letter

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Board of Supervisors | **Agenda Date:** 2/10/2026 | **File ID #:** 26-284

TO: Board of Supervisors

FROM: Ryan J. Alsop, Chief Executive Officer

REPORT BY: Neha Hoskins, Clerk of the Board

SUBJECT: PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

RECOMMENDATION

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54957)