

Solano County

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



Agenda - Final

Tuesday, February 11, 2020

9:00 AM

Board of Supervisors Chambers

Board of Supervisors

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

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

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

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

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

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

Temporary parking permits for the County Parking Garage are available from the Board Clerk for visitors attending the Board of Supervisors' meeting for more than 2 hours.

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

Non-confidential materials related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection at the Solano County Government Center, 6th Floor Receptionist's Desk, 675 Texas Street, Fairfield, during normal business hours.

If you wish to address any item listed on the Agenda, or Closed Session, please submit a Speaker Card to the Board Clerk before the Board considers the specific item. Cards are available at the entrance to the Board chambers. Please limit your comments to three minutes. For items not listed on the Agenda, please see items from the public below.

AGENDA

CALL TO ORDER - 9:00 A.M.

ROLL CALL

SALUTE TO THE FLAG AND A MOMENT OF SILENCE

PRESENTATIONS

County Administrator:

- | | | |
|---|--------------|--|
| 1 | 20-89 | Receive a presentation and awards from the Food Bank of Contra Costa and Solano for participation in the 2019 Counties Care Holiday Food Fight |
|---|--------------|--|

ITEMS FROM THE PUBLIC

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

ADDITIONS TO OR DELETIONS FROM THE AGENDA**APPROVAL OF THE AGENDA****PUBLIC COMMENT ON CONSENT CALENDAR**

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

APPROVAL OF THE CONSENT CALENDAR

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

CONSENT CALENDAR**GENERAL GOVERNMENT**Board of Supervisors:

- 2 **20-93** Authorize the County's contribution of \$255 from the General Fund contribution allocated to District 5 to benefit Will C. Wood Choir Boosters

First 5 Solano:

- 3 **20-99** Accept donations totaling \$375,000 to fund tenant improvements for the new First 5 Center; and Adopt a resolution recognizing the various donors who have financially supported the tenant improvements needed for the new First 5 Center in Vallejo

Attachments: [A - Resolution](#)

HEALTH AND SOCIAL SERVICESHealth and Social Services:

- 4 **20-16** Approve a first amendment to the contract with Dr. John Jow for \$23,317 to increase contracted hours for dental care services in the current fiscal year through June 30, 2020, for a total contract amount of \$98,178; and Authorize the County Administrator to sign the amendment

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

- 5 **20-92** Approve a contract with RSM US LLP for \$782,000 to provide technical services and build an electronic case management system for Health and Social Services program participants for the term of February 11, 2020 through June 30, 2020; and Authorize the County Administrator to sign the contract

Attachments: [A - Contract](#)

- 6 **20-27** Approve a 3 year contract with Jackson & Coker for up to \$1,500,000 to provide locum tenens primary care providers to the County's Family Health Services Clinics from February 11, 2020 through February 10, 2023; and Authorize the County Administrator to execute the agreement

Attachments: [A - Contract](#)

CRIMINAL JUSTICEDistrict Attorney:

- 7 **20-76** Accept the Solano Partnership Against Violence Advisory Board's FY2020 - 2022 Strategic Plan

Attachments: [A - Strategic Plan](#)

MISCELLANEOUS ITEMSClerk of the Board of Supervisors:

- 8 **20-121** Approve the reappointment of Brian T. Chikowski to serve as a regular member to the Solano County Assessment Appeals Board for a term to expire on September 5, 2022

District Attorney:

- 9 **20-118** Approve the appointment of Hassan Sabbagh as a member-at-large to the Solano Partnership Against Violence (SPAV) Advisory Board for a 2-year term to expire on February 11, 2022; Approve the appointment of Karenda Stinnett as a member-at-large to the SPAV Advisory Board for a 3-year term to expire on February 11, 2023; and Approve the reappointment of Cynthia Williams as a member-at-large to the SPAV Advisory Board for a 3-year term to expire on February 11, 2023

REGULAR CALENDAR**Rescheduled Consent Items****Consider the following:**

- A)
- B)
- C)

GENERAL GOVERNMENTAuditor-Controller:

- 10 **20-86** Receive a presentation and accept the following reports for the fiscal year ended June 30, 2019: Solano County Comprehensive Annual Financial Report (CAFR), Report to the Board of Supervisors, Report to Management and the Single Audit Report; and the Report on Applying Agreed-Upon Procedures (AUP, GANN Limit) for the fiscal year ended June 30, 2020

Attachments: [A - Link to the FY2018/19 CAFR](#)
 [B - Report to the Board of Supervisors](#)
 [C - Report to Management](#)
 [D - Single Audit](#)
 [E - GANN Limit \(AUP\)](#)
 [F - Presentation](#)

CLOSED SESSION

- 11 **20-116** Conference with Labor Negotiators: Solano County representatives: Marc Fox, Jeannine Seher, Georgia Cochran, Birgitta E. Corsello, and Nancy Huston. Employee organizations: Teamsters, Local 150 for Unit 1 (Attorneys); SEIU Local 1021 for Unit 2 (Nurses), Unit 5 (Health and Welfare Employees), Unit 7 (Regulatory, Technical and General Services Employees), Unit 8 (General Services Supervisors), Unit 9 (Clerical

Employees) and Units 82, 87, 89, and 90 (Extra Help Employees); Solano County Deputy Sheriff's Association for Unit 3 (Law Enforcement Employees) and Unit 4 (Law Enforcement Supervisors); Public Employees Union, Local One for Unit 6 (Health and Welfare Supervisors) and Unit 16 (Mid-Management Employees); Stationary Engineers, Local 39 for Unit 10 (Skilled Craft and Service Maintenance Employees); Union of American Physicians and Dentists for Unit 11 (Physicians, Dentists and Psychiatrists); Solano County Probation Peace Officer Association for Unit 12 (Probation Employees) and Unit 15 (Probation Supervisors); Solano County Sheriff's Custody Association for Unit 13 (Correctional Officers); Teamsters, Local 856 for Unit 14 (Correctional Supervisors); Solano County Law Enforcement Management Association for Unit 17 (Law Enforcement Management) and Unit 18 (Sheriff's Office Management); Professional and Technical Engineers, Local 21 for Unit 19 (Executive and Senior Management); Unit 60 Legislative Group; Unit 61 (unrepresented Executive Management Employees), Unit 62 (unrepresented Senior Management Employees) and Unit 30 (Confidential Employees)

Attachments: [A - Memorandum](#)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

BOARD MEMBER COMMENTS AND REPORTS ON MEETINGS

ADJOURN:

To the Board of Supervisors meeting of February 25, 2020 at 8:30 A.M., Board Chambers, 675 Texas Street, Fairfield, CA



Solano County

675 Texas Street
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Agenda Submittal

Agenda #:	1	Status:	Presentation
Type:	Presentation	Department:	Board of Supervisors
File #:	20-89	Contact:	Matthew A. Davis, 784-6111
Agenda date:	02/11/2020	Final Action:	
Title:	Receive a presentation and awards from the Food Bank of Contra Costa and Solano for participation in the 2019 Counties Care Holiday Food Fight		
Governing body:	Board of Supervisors		
District:	All		
Attachments:			

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

DEPARTMENTAL RECOMMENDATION:

It is recommended that the Board receive a presentation from Joel Sjostrom, President and CEO of the Food Bank of Contra Costa and Solano to recognize the efforts of Solano County employees in the 2019 Counties Care Holiday Food Fight challenge.

SUMMARY:

Since 2004, Solano County has been participating in an annual holiday food drive with Contra Costa County to raise funds for the Food Bank of Contra Costa and Solano. At the official end of the 2019 Counties Care Holiday Food Fight campaign, Solano County employees, Contra Costa employees, Solano County friends of the community and Contra Costa County friends of the community totaled a combined net donation of \$133,878.88 (see breakdown below).

Financial breakdown of \$133,878.88 County employee and Friends of the County donations:

Solano County employee reported donations: \$46,295.17
Solano County friends of the County reported donations: \$1,913.50
Contra Costa County employee reported donations: \$84,498.44
Contra Costa County friends of the County reported donations: \$1,171.77

The Food Bank of Contra Costa and Solano would like to recognize Solano County's Board of Supervisors, County employees and Friends of the County for their record-breaking donation of \$48,225.50 (employee plus friends) as part of the 2019 campaign, and for a grand total of \$505,440 donated since the first friendly food fight competition in 2004. This funding has made a huge difference in the Food Bank's ability to support those who need it most.

In 2012 and 2013, Solano County won the friendly food fight and held the 'Big Apple Trophy.' In 2014 and 2015

the trophy returned to Contra Costa. In 2016, 2017 and 2018 the trophy remained with Solano County. Contra Costa County employees broke Solano County's three-year winning streak, taking home the Big Apple trophy for 2019. In 2019 Solano County employees donated an average of \$16.38 per person, one-penny shy of the \$16.39 per person contribution record set in 2018. Contra Costa employees donated an average of \$16.57 per employee in 2019, \$0.19 cents higher than Solano County.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget. Accepting the awards will have no impact on the County's finances.

DISCUSSION:

The Food Bank of Contra Costa and Solano distributes approximately 7 million pounds of food annually throughout Solano County. Approximately 63,000 hungry people, including children and seniors, in Solano County are served by the Food Bank each month. Both perishable and non-perishable food is also provided to countless nonprofit agencies throughout the County such as food pantries, shelters, soup kitchens, senior and child care centers, and group homes. The Food Bank's mission is "leading the fight to end hunger, in partnership with our community and in service of our neighbors in need" and through continued community support, the Food Bank can accomplish this. For each \$5.00 raised, the Food Bank can provide 10 meals for residents in need.

The first annual counties care holiday food fight challenge began in 2004 with a challenge from Contra Costa County to join them in an annual event to raise funds to support food collection and distribution efforts in both counties, as well as some friendly competition. All funds raised by employees during the annual food fights are used to benefit the residents of the respective county.

In October 2019, Larry Sly, on behalf of Solano County Board of Supervisors, extended the annual friendly food fight challenge to competitively raise money for the Food Bank of Contra Costa and Solano to the Contra Costa County Board of Supervisors.

Solano County won the challenge in 2012 and 2013 with Contra Costa County regaining the title in 2014 and 2015. In 2016, 2017 and 2018 Solano County won the Big Apple trophy, making Solano County the only County to have won the Food Fight three years in a row. In 2019, Contra Costa County regained control of the Big Apply Trophy, breaking Solano County's three-year winning streak. Solano County collected \$16.38 per employee and Contra Costa County collected \$16.57 per employee. This represents a 2019 total of \$46,295.17 for Solano County and \$84,498.44 for Contra Costa County for a combined county employee total of \$130,793.61, approximately \$20,000 higher than what was contributed in 2018.

In addition, since 2006 the Board of Supervisors of each county have encouraged residents of Solano and Contra Costa Counties to open their hearts and wallets to also assist the Food Bank of Contra Costa and Solano and its client organizations during the annual holiday food fight, thus creating the Friends of the Counties online donations. Friends of Solano County and Friends of Contra Costa County contributed \$1,913.50 and \$1,171.77 respectively, for grand total of \$3,085.27 contributed. The combined 2019 total, including County employee and Friends of the Counties, was \$133,878.88. The net cumulative total since the first Counties Care Food Fight in 2004, including the Friends of the Counties, is \$2,021,748.

Solano County Cares Holiday Food Fight was led by Melinda Sandy and Tammi Ackerman in the County Administrator's Office. This year's goal was to raise \$16.00 per employee. With the assistance of 51 departmental Food Drive team leaders throughout the County, that goal was exceeded with \$16.38 per employee raised.

Below is a list of the departmental team leaders:

- Agriculture, Ashton Sturr
- Assessor/Recorder, Jeannette Moya, Michelle Morehouse, Kayla Scott and Rebecca Fortune
- Board of Supervisors, Judi Booe
- County Administrator, Melinda Sandy, Tammi Ackerman, Jodene Nolan and Matthew Davis
- First 5 Solano, Luke Winders
- County Counsel, Theda Peck
- Child Support Services, Keli White and Alyssa Aquino
- Department of Information Technology / Registrar of Voters, Frankie Brown and Alma Rodriguez
- District Attorney, Stephanie Lopez and Maria Parra
- General Services, Linda Cheeseman, Stacey English and Michelle Offermann
- Health and Social Services (H&SS) - Administration, Marianne Richardson and Kent Casimir
- H&SS - Special Investigations Bureau, Elizabeth Garcia Reyes
- H&SS - Child Welfare Services, Patricia Moody and Jessica Torres
- H&SS - Employment and Eligibility, Grace Quejado, Ann Gonzales, Melinda Aplin, Rosemary Zalesky, Margie Harris and Sergio Soto
- H&SS - Behavioral Health, Marisol Lopez
- H&SS - Substance Abuse, Kristina Feil, Joecilla San Nicolas and Genevieve Mauritz
- H&SS - Older and Disabled Adults, Shelly Howisey
- H&SS - Public Health, Terry Boucher, Rachel Piedra and Patricia Zuniga
- Human Resources, Jennifer Gamez
- Library Services, Cathy Sheldon and Natasha North
- Probation, Nancy Gutierrez, Rose Brieno and Christina Martinez
- Public and Alternate Defender, Arlena Saldana
- Resource Management, Eva Rivera
- Sheriff/Coroner, Katrina Bingaman
- Treasurer/Tax Collector/County Clerk, Elizabeth Sumner
- Veteran Services, Debbie Brook

All County departments participated and donated dollars in the spirit of competition and have made a significant contribution toward alleviating hunger in Solano County. The following departments will be receiving trophies based on the most dollars contributed per departmental employee:

First Place: Veterans Services	\$371.92 / employee
Second Place: Human Resources	\$181.07 / employee
Third Place: County Administrator / First 5	\$168.24 / employee

ALTERNATIVES:

The Board could choose not to receive the presentation; however, this alternative is not recommended as the Board has supported the annual counties holiday food fight challenge in the past and challenged Contra Costa County to the Food Fight in 2019.

OTHER AGENCY INVOLVEMENT:

All Departments and the Board of Supervisors participated in the Solano County Cares Holiday Food Fight challenge with Contra Costa County.



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Agenda Submittal

Agenda #:	2	Status:	Consent Calendar
Type:	Non-County Contributions	Department:	Board of Supervisors
File #:	20-93	Contact:	Alexandra Winston, 784-6131
Agenda date:	02/11/2020	Final Action:	
Title:	Authorize the County's contribution of \$255 from the General Fund contribution allocated to District 5 to benefit Will C. Wood Choir Boosters		
Governing body:	Board of Supervisors		
District:	District 5		
Attachments:			

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

DEPARTMENTAL RECOMMENDATION:

Supervisor Thomson requests that the Board of Supervisors authorize the County's contribution of \$255 from the General Fund contribution allocated to District 5 to benefit Will C. Wood Choir Boosters.

SUMMARY/DISCUSSION:

Justification:

Will C. Wood High School offers students four levels of choir classes, including Mixed Chorus, Vocal Ensemble, Concert Choir and WCW Singers Audition Show Choir. The school enjoys a rich history and a tradition of excellence in the area of vocal performance, which is represented not only by course offerings, but student performances and competitions including regular seasonal and holiday performances. Will C Wood advanced choir students compete and perform both at the state and national level.

This \$255 noncounty contribution will be used to purchase 17 tickets for students that would like to attend the Valentine Dessert Show Fundraiser that otherwise might find the ticket price a hardship.

Guidelines for Grant Funding Requests:

During the 2019/20 budget hearings, the Board appropriated \$25,000, \$5,000 to each supervisorial district, to allow Board members to support community service programs. The Board directed County Counsel to provide guidelines on how to recommend funding for qualifying agencies or programs. The guidelines are as follows:

- 1) Each supervisor must submit the proposed expenditure to the County Counsel and the Auditor/Controller for initial review.
- 2) The Board must approve the expenditure by a majority vote.

- 3) The Board must determine that the expenditure is for a public purpose.
- 4) The Board may authorize an expenditure of public funds to a nonprofit organization so long as the County retains ultimate control over the exercise of judgment and discretion of the intended program.
- 5) To ensure accountability, all expenditures are subject to periodic audit by the Auditor/Controller; and
 - a) If the recipient provides an activity, program or service ("activity"), it shall provide an activity report within 30 days of the activity that states the number of persons attending (if applicable) or participating activities carried out, feedback from participants (if applicable) and benefits of the activity. The recipient's failure to provide a report may result in its being considered ineligible for future funding.
 - b) If the recipient is purchasing property or making improvements, it shall use the funds for only the specified purposes and allow representatives of the county to inspect and/or audit the purchase or the contractor's performance, the facility or the portion improved with the funds and/or the records pertaining to the expenditures. The recipient shall retain for inspection and audit purposes any and all books, receipts, documentation and other records of the expenditures for three (3) years from date of receiving funds.

FINANCIAL IMPACT:

This expenditure is included in the District 5 FY2019/20 Adopted Budget. The costs associated with preparing the agenda item are nominal and absorbed by the District 5 FY2019/20 Adopted Budget.

ALTERNATIVES:

The Board could choose not to authorize this expenditure. However, this is not recommended as this item is consistent with Board policy.

OTHER AGENCY INVOLVEMENT:

This report was prepared in coordination with the County Administrator's Office, County Auditor-Controller's Office and County Counsel.



Solano County

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Agenda Submittal

Agenda #:	3	Status:	Consent Calendar
Type:	Resolution	Department:	First 5 Solano
File #:	20-99	Contact:	Michele Harris, 784-1332
Agenda date:	02/11/2020	Final Action:	
Title:	Accept donations totaling \$375,000 to fund tenant improvements for the new First 5 Center; and Adopt a resolution recognizing the various donors who have financially supported the tenant improvements needed for the new First 5 Center in Vallejo		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Resolution		

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

DEPARTMENTAL RECOMMENDATION:

First 5 Solano recommends the Board of Supervisors accept donations totaling \$375,000 to fund tenant improvements for the new First 5 Center; and Adopt a resolution recognizing the various donors who have financially supported the tenant improvements needed for the new First 5 Center in Vallejo.

SUMMARY/DISCUSSION:

On March 26, 2019, the Board of Supervisors approved the execution of a lease agreement for 3375 Sonoma Blvd. in Vallejo to establish a First 5 Center. To offset the cost of the tenant improvements needed for the new First 5 Center, several community partners generously donated to the project. In addition to the \$200,000 provided by the Board of Supervisors in June 2018, the \$300,000 received from the Yocha Dehe Wintun Nation and approved by this Board on November 13, 2018, the \$100,000 provided by the Syar Foundation and approved by this Board on August 6, 2019, and \$100,000 provided by the City of Vallejo and approved by this Board on October 8, 2019, staff recommends the Board accept the following \$375,000 in donations and adopt the attached resolution recognizing the additional following entities for their generous donations: \$100,000 from Sutter Health, \$100,000 from the William G. Irwin Charity Foundation, \$100,000 from Medic Ambulance, \$25,000 from Kaiser Permanente Community Benefit, \$25,000 from Recology, and \$25,000 from the Billy and Louise Yarborough Family Foundation.

All of the agencies listed above will be further recognized for their generous donation at the grand opening of the First 5 Center on February 13, 2020.

FINANCIAL IMPACT:

The cost associated with the tenant improvements for the First 5 Center total \$1,770,000. With the Board's acceptance of the donations noted herein the funding and donations from private sources for tenant

improvement costs will total \$777,000. The remaining \$993,000 in costs are funded through the First 5 Operating Budget, contributions from the Board of Supervisors and the City of Vallejo.

The costs for tenant improvements are already included in the First 5 Solano Commission FY2019/20 budget, as First 5 had originally anticipated utilizing contingencies to fund the costs for tenant improvements subject to their success in receiving private donations or grants. The additional donations will offset the need for use of contingencies. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

ALTERNATIVES:

The Board could choose not to accept the donations and adopt the resolution; however, this is not recommended since the completion of the tenant improvements needed for the First 5 Center would not have been as successful without these donations and these entities should be recognized for their generosity.

OTHER AGENCY INVOLVEMENT:

The County Administrator's Office concurs with the department's request.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Resolution No. 2020 -

RESOLUTION OF THE SOLANO COUNTY BOARD OF SUPERVISORS RECOGNIZING THE VARIOUS DONORS WHO HAVE FINANCIALLY SUPPORTED THE TENANT IMPROVEMENTS NEEDED FOR THE NEW FIRST 5 CENTER IN VALLEJO

WHEREAS, the First 5 Solano Children and Families Commission is opening a First 5 Center in the highest poverty area of Vallejo. The Vallejo First 5 Center will be a “One Stop” location to provide dual-generation services for Solano’s children and families; and

WHEREAS, the First 5 Center will offer a full range of services to promote and support healthy behavior, social and emotional development, and school readiness of children, as well as provide parents the tools they need to develop positive parent-child relationships and be connected to other families for peer-to-peer support; and

WHEREAS, by providing trauma-informed services in a family-centered way, families will build resilience and strengthen the family bond; and

WHEREAS, First 5 Solano sought donations to fund the necessary tenant improvements for the First 5 Center; and

WHEREAS, through the generous donations from various community partners, the tenant improvements needed for the First 5 Center are now complete and the First 5 Center is hosting its grand opening on February 13, 2020.

NOW, THEREFORE BE IT RESOLVED, that the Solano County Board of Supervisors recognizes the generous contributions from the following donors:

Sutter Health	\$100,000
William G. Irwin Charity Foundation	\$100,000
Medic Ambulance	\$100,000
Kaiser Permanente Community Benefit	\$25,000
Recology	\$25,000
Billy and Louise Yarborough Family Foundation	\$25,000

Dated this 11th day of February, 2020

ERIN HANNIGAN, Chairwoman
Solano County Board of Supervisors

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

By:

Jeanette Neiger, Chief Deputy Clerk



Solano County

675 Texas Street
Fairfield, California 94533
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Agenda Submittal

Agenda #:	4	Status:	Consent Calendar
Type:	Contract	Department:	Health and Social Services
File #:	20-16	Contact:	Gerald Huber, 784-8400
Agenda date:	02/11/2020	Final Action:	
Title:	Approve a first amendment to the contract with Dr. John Jow for \$23,317 to increase contracted hours for dental care services in the current fiscal year through June 30, 2020, for a total contract amount of \$98,178; and Authorize the County Administrator to sign the amendment		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Amendment, B - Link to Contract		

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

DEPARTMENTAL RECOMMENDATION:

The Solano County Department of Health and Social Services (H&SS) recommends that the Board approve a first amendment to the contract with Dr. John Jow for \$23,317 to increase contracted hours for dental care services in the current fiscal year through June 30, 2020; and authorize the County Administrator to sign the amendment.

SUMMARY:

Dr. John Jow is currently contracted with Solano County to provide the following services in accordance with all applicable federal, State and local regulations that pertain to dental outpatient health facilities:

1. Provide dental services in the County's clinics, as required by the County, for eligible clients including emergency dental care, restorative treatment and prosthodontic services; and
2. At the direction of the County, fill in for County-employed Clinic dentists during their vacations, military leave, and sick leave.

An unanticipated staffing shortage and increased demand for prosthodontic services have resulted in the need for the requested amendment to increase Dr. Jow's hours.

FINANCIAL IMPACT:

Funding for the total contract amount of \$98,178 is provided through Federally Qualified Health Center billing revenue. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget. There is no additional financial impact to the County General Fund.

DISCUSSION:

On July 1, 2019, a contract was established with Dr. John Jow. The agreement provides the H&SS with additional capacity to provide emergency dental care, restorative treatment and prosthodontic services for eligible patients seen in the County's Dental Clinics. Dr. Jow has been providing these services to the County since April 18, 2011.

This contract amendment is necessary because the original contract included up to 732 hours of services and it is anticipated that those hours will be fully expended by mid-April 2020. The recommended amendment would add up to an additional 228 hours to the contract for a total of 960 hours. The hours of services provided by Dr. Jow will be billed to the appropriate payors, increasing dental clinic revenues.

ALTERNATIVES:

The Board may choose not to approve the contract amendment with Dr. John Jow. This is not recommended because it would hinder the Department in meeting the needs of patients seeking dental care and negatively impact the oral health outcomes of a high-risk population.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed and approved the amendment for legal sufficiency. Human Resources has reviewed the amendment.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

**FIRST AMENDMENT TO STANDARD CONTRACT for CONTRACT EMPLOYEE
BETWEEN COUNTY OF SOLANO AND JOHN JOW, DDS**

This First Amendment is made on February 11, 2020, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and JOHN JOW, DDS ("Contract Employee").

1. Recitals

- A. The parties entered into a contract dated 7/1/2019 (the "Contract"), in which Contract Employee agreed to provide dental services in County clinics for eligible clients.
- B. The County now needs to increase the total amount of the Contract to provide more hours.
- C. This First Amendment represents an increase of \$23,317 of the Contract.
- D. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Amount of Contract

Section 3 is deleted in its entirety and replaced with: The maximum amount of this Contract is: \$98,178

B. Budget

Exhibit B is deleted in its entirety and replaced with the Budget attached to and incorporated by this reference as Exhibit B-1.

3. Effectiveness of Contract

Except as set forth in this First Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

COUNTY OF SOLANO, a Political
Subdivision of the State of California

JOHN JOW, DDS

By _____
Birgitta E. Corsello
County Administrator

By John Jow 
Contract Employee

APPROVED AS TO FORM

APPROVED AS TO CONTENT

By Daniel Wolk 
County Counsel

By Gerald Huber 
Gerald R. Huber, Director
Health and Social Services Department

EXHIBIT B-1
CONTRACT EMPLOYEE
BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET DETAILS

County agrees to compensate Contract Employee as follows:

1. Hourly rate

The hourly rate of \$95 for a Prosthodontist/Dentist for a total of 960 hours worked for a maximum of \$91,200. It is anticipated that the Contract Employee will typically work no more than 29 hours per week.

2. Employer-paid payroll related costs

County is responsible for all employer-paid payroll related costs (e.g. FICA, CalPERS, if applicable, etc.) as follows:

FICA costs	\$ 5,655
Disability	\$ 1,323
<u>CalPERS</u>	<u>\$ 0</u>
Subtotal	\$ 6,978

2. TOTAL AMOUNT OF CONTRACT

The total Contract amount is \$ 98,178

Contract Employee shall not be entitled to, nor receive from the County, any additional consideration, compensation, wages, or other remuneration for services rendered under this Contract other than listed above. Upon biweekly submission of a timesheet by Contract Employee, and upon approval by County, the County will pay Contract Employee through the County biweekly payroll system in accordance with this Exhibit B for fees and expenses incurred in the prior two weeks.

The Contract and between Solano County and John Jow, DDS can be accessed at the web page linked below, in addition to being on file with the Clerk of the Board.

[A - Link to John Jow, DDS Contract #00992-20](#)



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Agenda Submittal

Agenda #:	5	Status:	Consent Calendar
Type:	Contract	Department:	Health and Social Services
File #:	20-92	Contact:	Gerald Huber, 784-8400
Agenda date:	02/11/2020	Final Action:	
Title:	Approve a contract with RSM US LLP for \$782,000 to provide technical services and build an electronic case management system for Health and Social Services program participants for the term of February 11, 2020 through June 30, 2020; and Authorize the County Administrator to sign the contract		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Contract		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health and Social Services recommends that the Board approve a contract with RSM US LLP for \$782,000 to provide technical services and build an electronic case management system for Health and Social Services program participants for the term of February 11, 2020 through June 30, 2020; and authorize the County Administrator to sign the contract.

SUMMARY:

The Department of Health and Social Services (H&SS) continues to implement reorganization and integration objectives by supporting programmatic changes from the Whole Person Care (WPC) Medicaid waiver program. H&SS plans to build a department-wide, centralized, cloud-based information management system that integrates with various data sources, is modular, and is further configurable for ongoing functionality to effectively provide whole person care (i.e. care integration). Part of this change includes a need to upgrade the information systems that support holistic case management, including a more sophisticated data storage system that allows for unified screening and intake. This system will initially be used by the pilot Navigation Teams and Behavioral Health for client resource management, and for building reports in a single system.

In order to leverage current resources in Microsoft's platform as recommended by the Department of Information Technology (DoIT), H&SS proposes to contract with RSM US LLP. RSM is a Gold Certified Partner with Microsoft and has successfully built similar solutions for Los Angeles Mental Health, Hawaii Department of Health, Indiana Family and Social Services Administration, Montgomery County, PA, and other multi-level government agencies. Working with RSM allows H&SS to leverage current Microsoft resources and technology currently supported by DoIT for countywide use. This system will allow H&SS to begin the development of a platform encapsulating a comprehensive view of the services each program participant receives.

FINANCIAL IMPACT:

On June 4, 2018, the Board approved the reorganization of H&SS with the goal of integrating services across divisions and assisting clients in navigating available programs. This contract provides for the technical services to build an electronic case management system that integrates with various data sources to assist clients with rapid enrollment and management of their needs. The total contract amount of \$782,000 will be funded with \$330,900 Whole Person Care (WPC) State grant funding, \$371,000 in one-time State Homeless Mentally Ill Outreach and Treatment (HMIOT) funding, and \$80,100 No Place Like Home (NPLH) MHSA State funding. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget. There is no additional financial impact to the County General Fund.

DISCUSSION:

On October 25, 2016, the Board accepted the WPC grant as part of Medi-Cal 2020, California's five-year Section 1115 Medicaid waiver to transform the way Medi-Cal provides services by improving quality of care, access, and efficiency. WPC specifically focuses on changing the fragmented and expensive health care system to a more comprehensive health care delivery model assessing the whole person with an integrated care management approach. In Solano County this has included clients that are experiencing housing, mental health, substance abuse, and/or chronic disease issues.

On September 11, 2018, the Board approved the Homeless Mentally Ill Outreach and Treatment (HMIOT) grant to provide services for individuals with serious mental illness and who are homeless or at risk of becoming homeless. On January 22, 2019, the Board approved the submission of the No Place Like Home (NPLH) grant, to acquire, design, construct, rehabilitate, or preserve permanent supportive housing for adults with mental illness or children with severe emotional disorders and their families. Both the HMIOT and NPLH grants will support this contract.

On November 6, 2018, the Board adopted a resolution, authorized by Assembly Bill (AB) 1421 and effective January 1, 2019, authorizing H&SS to operate as an integrated and comprehensive County Health and Human Services agency. This integration initiates the process of addressing "siloes" funding sources by allowing funding to follow clients based on need; however, additional work is required to achieve client focused integration.

On May 21, 2019, H&SS participated with the Board of Supervisors in a workshop (Attachment B - May 21 Presentation) that focused on three areas: (1) national and State trends and changes in health and social services delivery; (2) results of an internal assessment of strengths and vulnerabilities within H&SS; and (3) how H&SS proposes to improve health and social services delivery over the next 3-5 years. As discussed during the workshop, implementation of the proposed reorganization will create a client/population-centric focus for H&SS and integrate programs and activities to generate a more streamlined client experience. Part of the initial implementation is a pilot program of navigation teams and a navigation kiosk system to target and assist clients utilizing multiple programs.

Ongoing, comprehensive and effective navigation services will be provided so that clients can both readily identify and engage in all of the services for which they are eligible and have their services coordinated to the extent feasible. For clients seeking only one or a few H&SS services, the navigation system will assist them with rapid enrollment and management of their needs. For individuals and families eligible for multiple H&SS services, and for clients with complex needs or who are experiencing difficulties in accessing services, more intensive navigation services will be provided by teams skilled in case management. In these situations, clients will be assisted with enrollment processes, coordination of service delivery and ongoing follow-up as needed. The intent of the focused case management and navigation for higher need population of clients is to have improved and more efficient overall access to care resulting in successful outcomes, earlier intervention

to address clients' needs and prevention of the need for more intensive services.

The case management information system that H&SS has used for WPC cannot accommodate connections to additional H&SS systems. Additionally, there are multiple manual processes that prevent efficient care coordination. This contract is to institutionalize care coordination practices that were learned during the WPC pilot and to train staff on using the system. The proposed electronic case management system will provide the necessary technology enhancement to provide the navigation services and service integration. The contract leverages on Hawaii Department of Health's RFP which had a similar scope of work. The Department of Information Technology (DoIT) was involved with the development of this contract to address the case management upgrade for the Whole Person Care program and the broader integration program.

This case management upgrade will include an integration of case notes and program outcomes for clients with a serious mental illness (SMI), who have substance abuse issues, who are homeless or at-risk-of-homelessness, or who have multiple chronic diseases. Program participants will have the option to share their eligibility, program outcomes, and other information if they sign a release of information. The system will follow best practices to keep participants' data private, including Federal Risk and Authorization Management Program (FedRAMP), Health Insurance Portability and Accountability Act (HIPAA) and other related regulations.

The goal for this initial phase is to allow access of information on program participants receiving primary care, behavioral health and/or housing services, and share case notes in a single, virtual location.

ALTERNATIVES:

The Board may choose not to approve the contract with RSM. This is not recommended because it would prevent H&SS from leveraging already-awarded grant dollars to sustain the goals of Whole Person Care and integration of services.

OTHER AGENCY INVOLVEMENT:

DoIT was involved with the development of this contract and concurs with the recommendation.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is made as of the date of the later signature below ("Effective Date") by and between RSM US LLP, an Iowa limited liability partnership, with an office at 600 University St., Suite 1100, Seattle, WA, 98101 ("RSM," "we," "us" or "our") and Solano County, with an office at 675 Texas St, Suite 3700, Fairfield, CA 94533 ("Client," "you" or "your"). This Agreement will serve as the master agreement for the provision of all Services (defined below) to Client by RSM during the Term (defined below). RSM and Client are also individually referred to herein as a "Party" and together as the "Parties." This Agreement includes this Cover Sheet, the Terms and Conditions, all Exhibits, all Statements of Work included herein or issued hereunder, and any and all attached or incorporated policies, schedules and/or other documents.

TERMS AND CONDITIONS

1. The Services

1.1. Scope.

1.1.1. Statement(s) of Work. RSM will furnish to Client the services ("Services") described in separately executed statements of work ("Statement(s) of Work"), which refer to and incorporate the terms of this Agreement. Each Statement of Work will specify (i) the specific Services to be furnished by RSM; (ii) client-specific deliverables, if any, (the "Client Deliverables"); (iii) a description of features and specifications of the Client Deliverables resulting from such Services; (iv) a description of any actions, input or obligations of Client upon which RSM's performance of the Services is dependent; (v) a mutually agreed upon performance schedule relating to such Services; (vi) the applicable Fees (as defined in Section 3.1) and payment terms related thereto; (vii) applicable acceptance testing and criteria; and (viii) any other applicable terms and conditions. In each Statement of Work, each Party will designate a "Project Manager/Lead" who will be the principal point of contact between the Parties for all matters relating to the Services provided under such Statement of Work. The Parties may change

the designated "Project Manager/Lead" upon written notice to the other Party.

1.1.2. Conflict in Terms. In the event of a conflict between these terms and a term set forth in an attached or incorporated Statement of Work, policy, schedule or any other document (including purchase orders, invoices and checks), the term set forth in these terms will control unless the conflicting term specifically references the inconsistent term and the Parties have mutually agreed to such conflicting term and executed such other document, in which case the conflicting term will control only for the limited purposes set forth in the document containing such term.

1.2. Timetable. Each Party will use commercially reasonable efforts to adhere to the timetable set forth in the applicable description of Services. Each Party will promptly notify the other Party of any circumstances that may reasonably be anticipated or of which it becomes aware that may lead to a material delay.

1.3. Change Orders. Client may request, or RSM may recommend, additional services or modifications to the requested Services by delivering a written change order request to the

other Party. RSM will determine the cost and/or schedule impact, if any, of the requested or recommended change, and memorialize this in a written proposal delivered to Client ("Change Order"). Each Change Order will be effective when signed by both Parties. RSM will not be obligated to perform the requested changes unless (i) the Parties agree on the terms of a Change Order and (ii) the applicable Change Order has been executed by the Parties. Notwithstanding the requirement for signature in this paragraph, Change Orders communicated by email correspondence will be deemed effective if (i) the communication clearly references that the message is intended to constitute a Change Order; and (ii) the communication is clearly or unequivocally confirmed by individuals in writing or via email with the authority to execute a written Change Order for each Party. Significant additional projects will be the subject of mutually agreed, separately executed Statements of Work.

1.4. Use of Subcontractors.

1.4.1. RSM may, in its sole discretion and with Client's prior consent, retain qualified third parties and service providers ("Third-Party Contractor(s)"), or Affiliates (as defined in Section 1.6) of RSM, including related entities to furnish services to it in connection with its Services. Third-Party Contractors and Affiliates of RSM may be collectively referred to herein as "Subcontractors."

1.4.2. RSM will be responsible to Client for the performance of its Subcontractors solely as related to their services performed under this Agreement subject to the limitations set forth herein. Notwithstanding the foregoing, nothing in this Agreement shall be construed to create the relationship of principal and agent, employer and

employee, partners or joint venturers between RSM and any Subcontractor.

1.4.3. Reserved.

1.4.4. RSM understands and agrees that the confidentiality, data protection and security requirements contained in this Agreement also apply to any Subcontractors, contractors, temporary employees or other third parties who may receive access to any personal data or any other confidential or proprietary information from RSM under this Agreement. RSM may share Confidential Information (as defined in Section 9.2) (including this Agreement) with Subcontractors on the same basis as RSM would be permitted to share information with RSM partners, principals and employees; provided that such recipients are bound by written obligations of confidentiality that are as protective of Confidential Information as the confidentiality terms set forth herein. Client acknowledges and agrees that RSM's use of Subcontractors may involve the movement and storage of Client Materials and data outside of the RSM technology infrastructure.

1.5. Client Responsibilities.

1.5.1. Client shall be responsible for cooperating with RSM in its provision of the Services as set forth in each Statement of Work. Without limiting the generality of the foregoing, in connection with the performance of the Services, Client shall:

1.5.1.1. assign a Client Project Manager for each specific Statement of Work who possesses suitable skills, knowledge and experience to oversee the Services and is granted sufficient authority from Client to make decisions regarding the Services in a timely manner, and maintain the levels of sufficiently skilled staffing to undertake

the Client responsibilities contemplated by a Statement of Work, including staffing levels sufficient to accept responsibility for system operations following completion of systems implementation services and transition to Client management of such systems;

1.5.1.2. evaluate the adequacy and results of the Services in accordance with the timetable(s) set forth in the applicable Statement(s) of Work, and with the acceptance testing process specified therein, or as provided in Section 2, if not specified in the applicable Statement(s) of Work, subject to any warranty obligations contained herein;

1.5.1.3. ensure that Client's Project Manager and other appropriate personnel shall participate in regular project status and assessment meetings with the RSM Project Manager or other RSM designee, and if applicable, in accordance with a schedule specified in the applicable Statement of Work;

1.5.1.4. provide or assist in gaining access to personnel, staff, premises, computer systems, and applications as reasonably required by RSM to perform the Services;

1.5.1.5. make all management decisions and perform all management functions, including retaining all authority and responsibility for making any decisions based upon RSM advice;

1.5.1.6. designate an individual who possesses suitable skills, knowledge and/or experience, preferably within senior management, to oversee such Services;

1.5.1.7. evaluate the adequacy and results of the Services performed;

1.5.1.8. accept responsibility for the results of the Services; and

1.5.1.9. establish and maintain internal controls, including monitoring ongoing activities.

1.5.2. RSM will not perform any management functions, make management decisions, and, except as explicitly provided in an applicable Statement of Work, perform in a capacity equivalent to that of Client's personnel.

1.5.3. For any internal audit or Sarbanes-Oxley Act related services, Client's management acknowledges its responsibility for (i) establishing and maintaining effective internal control over financial reporting and safeguarding assets, (ii) identifying and ensuring that Client complies with the requirements of the Sarbanes-Oxley Act and other Laws applicable to Client's activities, (iii) informing RSM of all significant deficiencies and material weaknesses in internal controls of which Client has knowledge, and (iv) making all financial records and related information, including existing internal control documentation and management's evaluation of design and operating effectiveness, available to RSM.

1.6. Affiliates. This Agreement may be extended to any Affiliate of Client, under the same terms and conditions of this Agreement; in which case the term "Client" shall include any Affiliate of Client that executes any Statement(s) of Work (a "Participating Affiliate"). "Affiliate" means any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with a Party to this Agreement. For the purposes of this Section 1.6, "control" means (i) in the case of corporate entities, direct or indirect ownership of greater than fifty percent (50%) of the stock or shares entitled to vote for the election of the board of

directors or other governing body of the entity and (ii) in the case of non-corporate entities, direct or indirect ownership of greater than fifty percent (50%) of the equity interest. By virtue of its execution of any Statement of Work, a Participating Affiliate shall be deemed to have accepted all terms and conditions of this Agreement. Notwithstanding any disclosure of Client Confidential Information in accordance with Section 9.1, neither this Agreement nor any Statement of Work will create any client relationship between RSM and (i) any natural person or (ii) any entity other than a Participating Affiliate.

1.7. Use of Provisions, Terms and Conditions by Other Public Agencies. RSM and Client agree that the terms of this Agreement may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions and terms of this Agreement to contract for equipment and services comparable to Services provided under this Agreement shall be responsible for entering into its Statement of Work with RSM, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. Client is not responsible for providing to any other public agency any documentation relating this Agreement or its implementation. Any public agency that uses provisions, terms, or conditions of this Agreement shall by virtue of doing so be deemed to indemnify and hold harmless Client from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Agreement. Client makes no guarantee of usage by other users of this Agreement nor shall the Client incur any financial responsibility in connection with any contracts

entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to RSM.

1.8. Training: Support and Maintenance. To the extent and pursuant to the terms (including applicable hourly fees and other financial terms) set forth in an applicable Statement of Work, RSM shall provide Client with training on the use and operation of the Services and any Deliverables and shall provide any support and maintenance services as specified therein.

1.9. Access to Client Network. In providing the Services, RSM may from time to time need to test, access, or use the Client's systems, applications, or hardware ("Client Network"). Client shall provide RSM with a copy of its safety, security, and facilities policies that are applicable to the use of and access to the Client Network and RSM shall abide by such communicated policies as appropriate under the circumstances. If compliance with such policies would in any way prevent RSM from performing as set forth in an applicable Statement of Work or would impair such performance, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement of Work will be modified to excuse RSM's performance of the affected Services. Client will reimburse RSM for its actual costs incurred if adherence to such policies requested or required by Client increases RSM's costs of providing the Services.

2. Acceptance Testing

2.1. Acceptance Tests. If applicable, upon delivery by RSM of the Client Deliverables, Client shall be responsible for conducting acceptance tests to verify that such Client Deliverables

substantially conform to the specifications set forth in the applicable Statement of Work. Client acknowledges and agrees that the development, implementation and integration of business software systems is inherently not error-free and that corrections, "bugs" and defects arising prior to or subsequent to deployment are common. Unless otherwise specified in a Statement of Work, the acceptance testing process shall be subject to the process set forth in this Section 2. Acceptance of the Client Deliverables by Client shall not unreasonably be withheld and will be deemed to occur on any of the following: (i) in the case of business software systems, Client's determination that its testing procedures have validated the Client Deliverables and that the system is ready for live production status; (ii) Client uses the Client Deliverables or any part or component thereof for purposes other than acceptance testing; (iii) fifteen (15) days have elapsed from the date of delivery or installation without Client having provided RSM written notice of a failure of the Client Deliverables to conform to the specifications set forth in the Statement of Work (such fifteen-day (15-day) period constituting the "Initial Test Period"); or (iv) Client has notified RSM in writing that it has accepted the Client Deliverables.

2.2. Notice of Nonconformities. If Client discovers a failure of any of the Client Deliverables to conform to the applicable specifications set forth in the Statement of Work ("Nonconformity"), Client will deliver a written notice specifying each Nonconformity in reasonable detail (a "Nonconformity Notice") to RSM on or before the expiration of the Initial Test Period.

2.3. Corrective Action. To the extent arising from RSM Services, RSM will correct the Nonconformities stated in the Nonconformity Solano Contract 03910-20

Notice within a reasonable period of time with the costs of such corrective action subject to the terms of the applicable Statement of Work. To the extent a Nonconformity arises from the underlying design, operation, performance or scalability of a Third-Party Product (as defined in Section 5.1), RSM will use commercially reasonable efforts to work with the Vendor (as defined in Section 5.3) of such Third-Party Product to assist in Vendor's resolution with the fees for such assistance at the rates established in the applicable Statement of Work. After RSM and/or Vendor, as the case may be, makes such corrections to the nonconforming Client Deliverables and makes such Client Deliverables available to Client for acceptance, Client will have five (5) business days to retest the Client Deliverables. If any Nonconformities remain, the process stated above will be repeated.

2.4. Delivery. If applicable, upon the completion and acceptance of a Client Deliverable that requires the provision to Client of access to computer code, RSM will deliver a copy of the applicable computer code and any applicable documentation to Client (or to Client's designated hosting provider) as specified in the Statement of Work.

3. Compensation

3.1. Fees. Unless otherwise agreed upon in the applicable Statement of Work, fees for the Services described in this Agreement and any applicable Statement of Work ("Fees") will be based upon actual time, plus travel time at RSM's standard rates in effect at the time the Services are rendered.

3.2. Expenses. The Parties agree that RSM will not include any charges for expenses within

its invoices for Services provided under this Agreement.

3.3. Taxes. The Fees set forth herein are exclusive of taxes. Client will be responsible for, and agrees to pay, all sales, use, value added, personal property, or similar taxes, tariffs or government charges excepting taxes based on the income of RSM (collectively, "Taxes").

3.4. Payment. Each month, RSM will submit an invoice to Client for its Fees, Expenses and Taxes. RSM at its discretion may invoice Client as RSM US LLP or from one of its Affiliates. Such invoices will be due and payable as soon as possible after approval of the applicable invoice, and ideally within sixty (60) days of Client's receipt of the invoice. If specified in the applicable Statement of Work or services rider, invoicing and payment for RSM's Services will be in accordance with specific schedules set forth therein. RSM will use commercially reasonable efforts to include all Expenses and Taxes on its invoices on a timely basis, but Client acknowledges and agrees that certain Expenses and Taxes may not appear upon the same invoice on which the related Fees appear.

3.5. Disputes and Remedies.

3.5.1. If Client objects to any portion of an invoice, Client will provide written notice of its objection to RSM as soon as possible, and ideally within thirty (30) days of the date it receives the applicable invoice, including a detailed description of the basis for Client's contention that any invoiced amounts are incorrect and any applicable supporting documentation. Client will be responsible for payment of the portion of the invoice that is not in dispute as soon as possible, and ideally within sixty (60) days of the date it received the applicable invoice. If Client and RSM

cannot resolve the disputed amounts within twenty (20) days thereafter, the dispute shall be escalated to the senior management of each respective Party, who shall engage in good faith efforts to promptly resolve such dispute. If it is determined by the Parties that Client owes all or part of any amount subject to dispute, Client shall remit such amount to RSM as soon as possible, and ideally within thirty (30) days of such determination.

3.5.2. In the event that Client fails to pay any undisputed invoiced amounts within sixty (60) days of their due date, upon written notice to Client, RSM shall have the right to suspend or terminate its Services under any and all outstanding Statements of Work until such time as Client pays such undisputed amounts invoiced in full. RSM will not be liable for any resulting loss, damage or expense connected with such suspension including, but not limited to, any loss of information or data stored on a Third-Party Product.

3.5.3. The foregoing provisions do not limit a Party from pursuing any other rights available at Law or in equity and is in addition to, not in lieu of, a Party's termination rights under Section 8 and/or under an applicable Statement of Work.

4. Use and Ownership

4.1. Client Software and Materials. Client will supply to RSM certain content and materials as specified in the applicable Statement(s) of Work ("Client Materials") as necessary to enable RSM to perform the Services. Client will retain ownership of Client Materials. Client hereby grants to RSM solely for the purposes of providing Services hereunder, a non-exclusive, non-transferable right to use and copy for archival purposes, the Client Materials, and further, to the

extent that such materials include software, to (i) use; (ii) copy for archival purposes; (iii) modify software developed and owned by Client; and (iv) to the extent permitted by the licenses or leases with respect to the Client's third-party software, modify such software (with the software and related documentation described in these subsections (iii) and (iv) collectively, "Client Software"); provided, however, that RSM may not decompile, disassemble or otherwise reverse engineer Client's Software in any manner. Client shall, at no cost to RSM, provide RSM with access to Client's Software in the form in use by Client, as necessary solely for the purpose of enabling RSM to perform the Services. Subject to any other terms herein, RSM may sublicense to RSM's Subcontractors, the right to have access to, operate and/or modify Client Software and Client Materials as may be necessary in connection with the provision of the Services.

4.2. RSM Work Product. "RSM Work Product" means any work product authored, prepared, developed or created in connection with the Services, including, but not limited to, (i) modifications, improvements or enhancements to Client Software and Third-Party Products, and (ii) documentation, reports, advice, presentations, analyses, recommendations or similar communications, training materials, computer media, and other tangible material, and ideas, concepts, know-how, and techniques related thereto.

4.3. RSM Information. RSM reserves all rights in and to all RSM Work Product, along with all proprietary works of authorship created, developed or purchased by RSM (or any third party under contract to RSM) independent of the Services provided hereunder, including without limitation, trademarks, service marks, copyrights, trade secrets, know-how, software, software

architecture, software design, generic programming codes, and segments (including reusable code, scripts and applets), methodologies, flowcharts, templates, specifications, tools, notes, programming techniques, routines, reusable objects, and similar materials, including improvements, enhancements and modifications thereto created in the course of performing the Services hereunder (collectively referred to herein together with RSM Work Product as the "RSM Information"). Except for Client license rights explicitly granted herein, all right, title, copyright and interest in the RSM Information will be and shall remain, the sole and exclusive property of RSM.

4.4. License to Client Deliverables and RSM Information. Subject to the limitations set forth herein, upon final payment for the Services in connection with an applicable Statement of Work, Client shall have a perpetual, nontransferable (except as permitted under Section 11.1), royalty-free, worldwide license, without the right to grant sublicenses (except that Client may grant sublicenses to its Participating Affiliates consistent with the license restrictions and limitations set forth herein), to use, copy and modify the Client Deliverables delivered by RSM thereunder, including the RSM Information incorporated therein or provided therewith (i) solely for the purpose of using such materials in Client's internal business and (ii) in accordance with any limitations and restrictions set forth in Client's licenses with third parties. This license to RSM Information does not entitle Client to any updates, upgrades or new versions of the RSM Information or any related support or services, unless otherwise specified by RSM in an applicable Statement of Work.

4.5. Additional Client License and Usage Rights. Client may provide third parties, including independent contractors, that it retains to host, maintain or otherwise provide services to Client in connection with its information technology, software or systems (collectively, "Authorized User(s)") access to, and the right to use, the Client Deliverables, as well as any RSM Information incorporated therein or provided therewith, but solely in furtherance of Client's use of Client Deliverables and solely for the benefit of Client or its Participating Affiliates; provided, however, prior to Client granting such Authorized Users access to, or use of, any RSM Information for the purposes set forth herein, Client shall enter into written obligations of confidentiality with such Authorized Users at least as restrictive as those contained in this Agreement and which restrict such Authorized Users from using for their benefit, or disclosing to any other person or entity, any RSM Information except as required by Law or expressly permitted under this Agreement. Client will be responsible for any unauthorized access to, or use or disclosure of, RSM Information by Client or its Affiliates or Authorized Users, or any of their respective employees, officers, directors, agents or representatives. Notwithstanding anything stated to the contrary herein, no Authorized Users shall be granted access to, or be allowed to use, any of RSM's project management tools, such as RSM's SharePoint site, without RSM's express written consent. Except as set forth in a Statement of Work or otherwise permitted in this Agreement, Client may not reuse, resell or disclose RSM Information to any third party. Further, Client is expressly prohibited from disaggregating RSM Information from the Client Deliverables.

4.6. Notwithstanding anything stated to the contrary in this Agreement, as between RSM and

Client, any information, data or material provided by Client to RSM in connection with RSM's Services hereunder shall remain, and is, the sole and exclusive property of Client.

4.7. Non-Exclusivity. Nothing in this Agreement shall preclude RSM from developing, marketing, licensing or selling for itself, or for others, software, templates, generic programming codes and segments (including reusable code, scripts and applets), methodologies, tools, know-how, notes, programming techniques, routines, reusable objects, software architecture and similar materials that are the same, similar to, or competitive with the Services or Client Deliverables provided hereunder, subject only to the terms of Section 9. Client shall not have any right by virtue of this Agreement to the income or proceeds derived by RSM therefrom.

4.8. No Implied Licenses or Transfer of Ownership. All rights not expressly granted herein shall remain the sole and exclusive property of RSM.

4.9. Sole Benefit and Use. Client acknowledges and agrees that any advice, information or Client Deliverables (including any RSM Information incorporated therein or provided for use therewith) provided to Client by RSM in connection with this Agreement is for the sole benefit and use of Client and, except (i) as expressly permitted by the applicable Statement of Work or Section 4.5 or (ii) for provision to Client's regulators, auditors and advisors in the ordinary course of business as necessary, may not be made available to or relied upon or used by any third party unless Client first obtains from such third party or Client Affiliate and provides to RSM an executed non-reliance and release letter substantially in RSM's form with respect to such

disclosed information. Upon Client's explicit request and if contemplated by the applicable Statement of Work, RSM will promptly provide copies of its applicable work papers to Client's regulators. In no event will RSM's advice, information, RSM Information, or Client Deliverables be referred to or quoted, in whole or in part, in any registration statement, prospectus, public filing, loan agreement or other document without RSM's prior written approval.

4.10. RSM Software and License to Client.

RSM will retain sole and exclusive ownership of all right, title, and interest in its Health and Human Services Accelerator (i.e., its Software) (the "RSM Software"), work papers, proprietary information, processes, methodologies, techniques, ideas, concepts, trade secrets, administrative records, know-how and software, including such information as existed prior to or outside of the delivery of the services and, to the extent such information is of general application, anything which RSM may discover, create, or develop during the provision of services for Client specifically including any custom configurations of the RSM Software ("Software Improvements") made by RSM in connection with the applicable Statement of Work.

RSM hereby grants Client a perpetual, royalty-free, irrevocable, non-exclusive, non-transferable, license to use, reproduce, modify, and make derivative works of the RSM Software (defined in the preceding paragraph) and the Software Improvements for its own business use. The Client may not sublicense the RSM Software, but may have the RSM Software hosted by a third party hosting provider. The RSM Software and Software Improvements are licensed "as is"; RSM has no obligation to, and will not, provide updates or upgrades except as specifically provided in an applicable service level agreement.

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5. Third-Party Products

5.1. RSM may (i) purchase on behalf of Client (with Client's prior approval); (ii) provide Services to Client in connection with; and/or (iii) recommend or specify as part of the Services that Client purchase, license and/or subscribe to, certain third-party hardware, software, software services, managed services (including, but not limited to, web hosting, data security, data back-up email security, or similar services subject to direct end-user or subscription agreements), applications, and equipment (collectively, "Third-Party Products," each individually a "Third-Party Product," a "Third-Party Hardware Product," or a "Third-Party Licensed Product" as applicable). Any Third-Party Products being purchased through RSM or one of its Affiliates will be identified in the applicable Statement of Work, Change Order, or purchase order.

5.2. Subcontracting through an RSM Affiliate. In the event RSM is purchasing, licensing or subscribing to a Third-Party Product on behalf of Client, RSM will subcontract the resale or sublicense of such Third-Party Product to an RSM Affiliate(s) (each an "RSM Product Sales Affiliate"). RSM shall be responsible for the acts, omissions and obligations of such Affiliates as they relate to the subject matter of this Agreement subject to the limitations and disclaimers set forth herein.

5.3. Revenue Share. Client acknowledges and understands that RSM or its Affiliates may receive compensation in the form of a commission, resale margin, or revenue share in connection with the sale, license and/or subscription of certain Third-Party Products, or in connection with being designated as Client's "partner of record" (or similar designation) with a licensor, manufacturer or owner (collectively

referred to herein as "Licensor," "Supplier" or "Vendor") of a Third-Party Product.

5.4. Disclaimers and Client Acknowledgements.

5.4.1. Client acknowledges and agrees that (i) RSM's (or an RSM Product Sales Affiliate's) purchase, licensing or subscription to a Third-Party Product on behalf of Client (or RSM's designation as a "partner of record" in connection with a Third-Party Product); (ii) RSM's Services to Client in connection with a Third-Party Product; and (iii) RSM's recommendation or specification as part of the Services that Client purchase, license and/or subscribe to a Third-Party Product, are subject to the terms and conditions set forth herein. Client further acknowledges that RSM's recommendation of a Third-Party Product is intended to be used only as a guideline and that the actual operation, performance and scalability of a Third-Party Product may vary based on such factors as final configuration and changes in, or Client's failure to meet, infrastructure requirements or specifications.

5.4.2. The license, end-user subscription agreement, or other end-user agreement (collectively, "EULA(s)") for a Third-Party Product shall be between Client and the Licensor of the Third-Party Product solely. Client further acknowledges that its usage of a Third-Party Licensed Product may involve the movement and storage of Client's data solely within the infrastructure provided by the Third-Party Licensed Product and not RSM's, and that Client's EULA or other agreements with the Licensor of such Third-Party Licensed Product will govern all obligations relating to data privacy, storage, recovery, security, and processing, as well as the service levels, associated with such Third-Party Licensed Product.

5.4.3. NEITHER RSM, NOR ANY OF ITS PARTNERS, PRINCIPALS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AFFILIATES, SUBSIDIARIES, AGENTS OR REPRESENTATIVES (COLLECTIVELY, THE "RSM PARTIES" AND EACH INDIVIDUALLY, AN "RSM PARTY"), MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ANY THIRD-PARTY PRODUCT. CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT ITS USE OF A THIRD-PARTY PRODUCT IS AT CLIENT'S SOLE RISK AND THAT THIRD-PARTY PRODUCTS ARE RECOMMENDED AND/OR SUPPLIED BY THE RSM PARTIES "AS IS" AND WITHOUT WARRANTY OF ANY KIND FROM THE RSM PARTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

5.4.4. Client agrees to observe the terms of any applicable EULA and Client shall be fully responsible with respect to Client's improper use of a Third-Party Product or violation of the applicable EULA. Client's remedies with respect to a Third-Party Product will be limited to whatever recourse may be available against the Licensor thereof and are subject to all restrictions and other limitations as may be displayed or referenced by the EULA. Without limiting the generality of the foregoing, if a Statement of Work or Change Order provides for RSM to provide support, configuration, implementation, installation or deployment services relating to a Third-Party Product, any warranties of RSM relate to and are applicable to RSM's Services only, not to such Third-Party Product. The

underlying design, operation, performance, or scalability of, and all warranties applicable to, a Third-Party Product shall be governed exclusively by the Licensor's warranty (including any extended warranty package purchased by Client), and no RSM Party shall have any liability for the foregoing.

5.4.5. Client understands and agrees that the ability of RSM and an RSM Product Sales Affiliate to obtain Third-Party Products may be subject to availability and delays due to causes beyond its control and that no RSM Party shall be liable to Client for such delays or lack of availability with respect to a specific Third-Party Product.

5.4.6. In the event a Statement of Work, Change Order, or purchase order relates to the provision of a "Microsoft Product" (as such terms is defined in Exhibit I attached hereto) to Client by Microsoft, either under a resale agreement between RSM or its Affiliate and Microsoft, or through an Enterprise Agreement between Client and Microsoft, the terms set forth in the "Microsoft Product Rider" attached hereto as Exhibit I shall apply to such Microsoft Product. To avoid any doubt, such Microsoft Product is a Third-Party Product subject to the terms set forth in Section 5 except as otherwise stated in Exhibit I. Notwithstanding anything stated to the contrary in this Agreement or any conflict or inconsistency between a term set forth in Exhibit I and the Agreement, the terms set forth in Exhibit I shall prevail and govern with respect to the Microsoft Product. Client hereby does accept and agree to be bound by, and acknowledges that it has reviewed or had an opportunity to review, Exhibit I, including all Microsoft agreements referenced or incorporated therein. All capitalized terms set forth in this Section 5.4.6, which are not otherwise defined in this Agreement, are defined in Exhibit I (Microsoft Product Rider).

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5.5. **Payment.** The applicable Statement of Work, Change Order, or purchase order shall include the pricing for any Third-Party Products that will be purchased or licensed thereunder. Unless otherwise set forth in the Statement of Work, Change Order, or purchase order, Client shall be responsible for payment of all freight charges associated with the shipment of Third-Party Hardware Products from the Supplier or RSM, as the case may be, to the Client facility.

5.6. **Shipment/Risk of Loss.** Unless otherwise set forth in a Statement of Work, Change Order, or purchase order, all prices shown are FOB Supplier's facility. All transportation, freight, rigging, drayage, insurance and other costs of delivery of Third-Party Products to the Client facility will be paid by Client. Risk of loss shall pass to Client upon shipment. Unless Client specifies shipping instructions, RSM shall select a common carrier on Client's behalf and shall arrange for delivery of the Third-Party Hardware Products to the Client facility.

5.7. **Title to Third-Party Products/Security Interest.** Title to all Third-Party Hardware Products shall remain with Supplier or an RSM Product Sales Affiliate, as the case may be, until all payments therefore are made by Client. Client hereby grants to such RSM Product Sales Affiliate, a security interest in each component part of the Third-Party Hardware Products until the purchase price due to the RSM Product Sales Affiliate is paid in full. Client shall execute any instruments or documents such RSM Product Sales Affiliate deems appropriate to protect the security interest and, in any event, this Agreement shall constitute a financing agreement within the meaning of Article 9 of the Uniform Commercial Code, and a copy of this Agreement may be filed at any time as a financing

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statement for that purpose. In the event of a default in payment or other breach by Client, the RSM Product Sales Affiliate shall have all rights and remedies of a secured creditor upon default as provided by applicable Law. The RSM Product Sales Affiliate shall, at its sole expense, file releases for any financing statements recorded pursuant to this Agreement promptly after receiving final payment for the applicable Third-Party Hardware Products from Client.

5.8. Installation. If applicable under the Statement of Work or Change Order, RSM shall arrange for the installation, configuration or implementation of the Third-Party Products. Client shall not perform any installation activities without RSM's written consent. RSM shall have full and free access to the Third-Party Products and the Client facility where the Third-Party Products are installed until installation is completed. Client shall provide a suitable installation environment for the Third-Party Products as specified by RSM in the Statement of Work or Change Order. Unless otherwise set forth in the Statement of Work or Change Order, Client shall be responsible for (i) furnishing all labor required for unpacking and placing the Third-Party Hardware Products in the installation location and (ii) physical planning including, but not limited to, floor planning, cable requirements, and safety requirements in accordance with the installation manual and all applicable building, electrical, or other codes, regulations, and requirements.

5.9. Acceptance. Unless otherwise set forth in the Statement of Work or Change Order, Third-Party Hardware Products will be deemed to have been accepted when they pass RSM's standard post-installation test procedures at the Client facility.

5.10. Price Increase. Client acknowledges that the price of the license and/or subscription for the use of a Third-Party Licensed Product is subject to increase during the term of the license and/or subscription or at the time of renewal. In the event RSM or an RSM Product Sales Affiliate is reselling a license and/or subscription to a Third-Party Licensed Product to Client, RSM will provide Client with at least thirty (30) days' prior written notice (an email will be sufficient) of an increase in the price of the subscription and/or license. To the extent Client does not agree to pay such Increase in the license and/or subscription price, Client must provide written notice to RSM within thirty (30) days of notice of such increase. Upon receipt of such notice, RSM will cancel Client's subscription and/or license to the Third-Party Licensed Product.

5.11. Suspension/Termination. In the event an invoice for a Third-Party Licensed Product RSM or an RSM Product Sales Affiliate resells to Client is thirty (30) days past due, in addition to any other remedies available to RSM and such RSM Product Sales Affiliate at Law or in equity, upon written notice to Client, RSM and the RSM Products Sales Affiliate may suspend or terminate Client's usage of, access to, and the services provided to Client by, such Third-Party Licensed Product. No RSM Party will be liable for any resulting loss, damage or expense connected with such suspension or termination, including, but not limited to, any loss of information or data stored by Client on such Third-Party Licensed Product.

5.12. Migration of Data at Termination of License/Subscription. In the event RSM or an RSM Product Sales Affiliate is reselling a license and/or subscription to a Third-Party Licensed Product to Client, Client will have thirty (30) days from the effective date of termination of its license

and/or subscription to request that RSM migrate any information and data stored on such Third-Party Licensed Product to another platform or database. Unless otherwise agreed upon in writing by the Parties at such time, RSM will perform such Services at its then current hourly rates. Client shall be responsible for payment of any fees or costs charged by the Licensor of such Third-Party Licensed Product in connection with the migration of such information and data.

5.13. Sharing of Client Information with Licensor. Client hereby consents to RSM sharing with the Licensor of a Third-Party Product that information of Client required to administer, configure, implement, install, provision, deploy, and/or support such Third-Party Product.

6. Warranties and Additional Disclaimers

6.1. Mutual. Each Party represents and warrants that (i) it is a legal entity duly organized, validly existing and in good standing; (ii) it has caused this Agreement to be executed on its behalf as of the Effective Date by an authorized representative with the requisite power and authority to bind it to the undertakings and obligations contained herein; (iii) all corporate or governing action necessary to convey such power and authority has been taken; (iv) this Agreement constitutes the legal, valid, and binding obligations of such Party, enforceable against it in accordance with its terms; (v) it will comply with all foreign or United States federal, state or local law, statute, code, ordinance, rule, regulation, order, executive order, judgment, writ, stipulation, award, stay, injunction, decree or arbitration award, policies, guidance, court decision, and rule of common law or finding ("Law(s)") applicable to the performance of its obligations hereunder; (vi) it will avoid deceptive,

misleading or unethical practices that could adversely affect the performance of the other Party's obligations under this Agreement or damage the reputation of the other Party; (vii) it is not a party to any agreement with a third party, the performance of which is reasonably likely to adversely affect its ability or the ability of the other Party to perform fully its respective obligations hereunder; and (viii) its performance of its obligations under this Agreement will not knowingly violate any other agreement between such Party and any third party.

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

If applicable to the Services being provided under an applicable Statement of Work, RSM represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

6.2. Limited Warranty for Software Deliverable/Deployed System. RSM warrants that for a period of thirty (30) days following the acceptance date, any Client Deliverables that are software, excluding unmodified Third-Party Products, ("Software Deliverables") or a

Deployed System (defined in this Section 6.2), will perform without Material Deficiencies (as defined in this Section 6.2) in functionality as specified in the Statement of Work (including any applicable documentation). In the event that Client notifies RSM in writing of a breach of the foregoing warranty within such thirty-day (30-day) period, RSM will resolve the problem free of additional charge within a commercially reasonable amount of time. The foregoing is Client's sole and exclusive remedy for a breach of this limited warranty. The term "Deployed System" as used herein means the business functionalities of the implemented system that Client tested, accepted and deployed in a live production environment. The term "Material Deficiencies" as used herein means those deficiencies which are not covered under any support agreement entered into by and between RSM and Client.

6.3. Exclusions from Warranty. RSM will not be obligated under Section 6.2 to correct, cure or otherwise remedy any nonconformity if (i) Client has made any alteration to the Software Deliverables or Deployed System without RSM's authorization; (ii) the Software Deliverables or Deployed System have been misused or damaged other than by personnel of RSM; (iii) the nonconformity is a result of the combination of the Software Deliverables or Deployed System with third-party hardware, software or other technology that was not provided by or specified by RSM; (iv) the nonconformity is caused by data entered or provided by Client, in which the data is corrupted, erroneous or in an improper format; (v) the nonconformity arises or results from the underlying design, operation, performance or scalability of a Third-Party Product; or (vi) RSM has not been notified of the existence and nature

of such nonconformity or defect within the warranty period.

6.4. Limited Warranty of Services. RSM warrants that the Services shall be performed with reasonable care in a diligent and competent manner, by persons possessing the requisite skill and knowledge to perform the Services under an applicable Statement of Work. If Client believes RSM has breached the foregoing warranty in connection with any Statement of Work, Client shall provide written notice of such breach within thirty (30) days after the performance of such Services, in which the notice shall include specific details regarding such breach. RSM's sole obligation and liability therefore, and Client's sole and exclusive remedy, will be to correct any nonconformance with this warranty. RSM and Client will agree to a reasonable amount of time, based on its severity and complexity, within which RSM is to correct the nonconformance. In the event RSM cannot correct the nonconformance within the agreed upon time period, RSM shall refund to Client the amount paid to RSM for the nonconforming portion of the Services. For sake of clarity, RSM's warranty with respect to any Services in connection with Software Deliverables or a Deployed System is governed by Section 6.2. The Client's acceptance of RSM's Services does not release RSM from any professional responsibility to which it is subject.

6.5. Infringement. If either Party receives information concerning an infringement or misappropriation claim related to any Client Deliverables, RSM may, at its expense and as its sole obligation and liability therefore, and as Client's sole and exclusive remedy, either (i) procure for the other Party the right to continue to use such Client Deliverable, (ii) modify such Client Deliverable to make it non-infringing, (iii) replace such Client Deliverable with a functional

equivalent, or (iv) refund the amounts paid by Client for such Client Deliverable. In all such cases described above, Client will stop using the Client Deliverable immediately.

6.6. DISCLAIMER. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6, THE CLIENT DELIVERABLES, RSM INFORMATION, RSM WORK PRODUCT, AND THE SERVICES ARE PROVIDED "AS IS" AND THE RSM PARTIES DISCLAIM ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, (I) ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE; AND (II) ANY WARRANTY OR REPRESENTATION THAT ANY CLIENT DELIVERABLE IS FREE FROM ERROR. NO WRITTEN OR ORAL INFORMATION OR ADVICE GIVEN BY ANY RSM PARTY SHALL CREATE ANY WARRANTY. CLIENT SPECIFICALLY WAIVES ANY AND ALL SUCH WARRANTIES AND REPRESENTATIONS.

6.7. Non-Reliance. Client acknowledges and agrees that no RSM Party has made or is making any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except as provided in this Section 6, and that Client is not relying and has not relied on any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except for the representations and warranties in this Section 6.

7. Indemnification and Limitation of Liability

7.1. Reserved.

7.2. RSM's Indemnification of Client. RSM will indemnify and hold Client harmless against all costs, fees, expenses, damages and liabilities (including reasonable attorneys' fees and costs) associated with unaffiliated third-party claims arising from RSM's fraud, gross negligence or willful misconduct.

7.3. Indemnification Obligations: Infringement. Subject to the terms of this Section 7, RSM will defend Client against any claims made by an unaffiliated third party alleging any Client Deliverable infringes its patent, copyright or trademark or misappropriates its trade secret, and will pay the amount of any resulting adverse final judgment (or settlement to which Client consents). Client must notify RSM promptly in writing of any claim and give the RSM sole control over its defense or settlement; provided, however, Client's written consent shall be required to the extent the settlement does not release Client from any and all liability, or admits liability, guilt or fault on the part of Client. Client agrees to provide RSM with reasonable assistance in defending the claim, and RSM reimburse Client for reasonable out-of-pocket expenses that it incurs in providing that assistance. The terms "misappropriation" and "trade secret" are used as defined in the Uniform Trade Secrets Act.

7.4. RSM's obligations will not apply to the extent that the claim or adverse final judgment is based on (i) the Client's use of any Client Deliverables after RSM notifies Client to discontinue use due to such a claim; (ii) Client combining the Client Deliverables with a product, data or business process, including third-party add-ons or programs; (iii) damages attributable to the value of the use of a Client's product, data or business process; (iv) Client's altering or modifying the Client Deliverables, including any

modifications by third parties; (v) Client's distribution of the Client Deliverables to, or its use for the benefit of, any third party; (vi) Client's use of RSM's trademarks(s) without express written consent to do so; (vii) for any trade secret claim, Client acquiring a trade secret (a) through improper means, (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use, or (c) from a person (other than RSM or its Affiliates) who owed to the third party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret; or (viii) Client's gross negligence, willful misconduct, or fraud.

7.5. Exclusive Remedy; Other Third-Party Claims. If any other type of third-party claim is brought against a Party regarding any Client Deliverables, such Party must notify the other Party promptly in writing. This Section 7 provides the Parties' exclusive remedy for third-party infringement and trade secret misappropriation claims.

7.6. Reserved.

7.7. LIMITATION OF LIABILITY. CLIENT AND RSM HAVE DISCUSSED THE RISKS AND REWARDS ASSOCIATED WITH THIS AGREEMENT, AS WELL AS RSM'S FEES FOR SERVICES. CLIENT AND RSM AGREE TO ALLOCATE CERTAIN OF THE RISKS SO THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF A PARTY (AND ITS RESPECTIVE PARTNERS, PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, CONTRACTORS, SUBCONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS) ARISING OUT OF, FROM, OR RELATING TO THIS AGREEMENT OR THE SERVICES, RSM INFORMATION, RSM WORK PRODUCT, OR

CLIENT DELIVERABLES PROVIDED HEREUNDER, WILL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID OR PAYABLE TO RSM BY CLIENT DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS UNDER THE STATEMENT OF WORK THAT GAVE RISE TO SUCH LIABILITY. IN NO EVENT WILL CLIENT OR RSM (OR THEIR RESPECTIVE PARTNERS, PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, CONTRACTORS, SUBCONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS) BE LIABLE FOR THE INTERRUPTION OR LOSS OF BUSINESS, OR ANY LOST PROFITS, SAVINGS, REVENUE, GOODWILL, SOFTWARE, HARDWARE, OR DATA, OR THE LOSS OF USE THEREOF (REGARDLESS OF WHETHER SUCH LOSSES ARE DEEMED DIRECT DAMAGES), OR INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR SIMILAR SUCH DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION 7.7 SHALL NOT APPLY TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 7.

8. Term and Termination

8.1. Term. This Agreement will commence on the Effective Date and will terminate on June 30, 2020.

8.2. Material Breach. Either Party may terminate this Agreement for a material breach that remains uncured for thirty (30) days after the breaching Party receives written notice of such breach from the non-breaching Party. The failure

of Client to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach of this Agreement. RSM will not be liable to Client for any resulting loss, damage or expense connected with a termination for Client's material breach under this provision.

8.3. Termination without Cause. Unless otherwise set forth in a Statement of Work or a services rider, either Party may terminate this Agreement for any reason upon fifteen (15) days prior written notice to the other Party. If a Statement of Work contains a longer notice period for termination without cause than that set forth herein, then the notice period in the applicable Statement of Work will govern; provided, however, that if Client terminates pursuant to this Section 8.3, it must pay all outstanding fees and expenses for Services actually performed and Client Deliverables or portions thereof delivered (in each case, even if such Services or Client Deliverables are incomplete) as of the effective date of termination. If any Statement of Work or services rider hereunder contains payment terms on any basis other than fees and expenses paid on time and materials basis, then this Section 8.3 shall not govern such Statement of Work or services rider unless such Statement of Work or services rider expressly states otherwise.

8.4. Additional Termination Right. Each Party reserves the right to terminate this Agreement or any applicable Statement of Work if (i) circumstances arise that would cause its continued performance to result in a violation of Law, a regulatory requirement, a legal process, a contractual obligation, or applicable professional standards or (ii) if the other Party is placed on a verified sanctioned entity list, including, but not limited to, lists promulgated by the Office of Solano Contract 03910-20

Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or any other relevant sanctioning authority.

8.5. Effect of Termination. Upon the effective date of a termination of this Agreement (i) each Party shall promptly return to the other all Confidential Information (in accordance with the provisions set forth in Section 9) of the other Party in its possession; (ii) RSM shall submit to Client an itemized final invoice for any fees, reimbursable expenses, and any related taxes not previously invoiced under this Agreement; (iii) within thirty (30) days after receipt of RSM's final invoice, Client shall pay all undisputed amounts due RSM pursuant to such invoice and all other outstanding invoices; (iv) RSM shall have no further responsibility for any incomplete or in-process Client Deliverable as of the date of termination; and (v) to the extent both Parties mutually agree at such time, RSM will provide Client with up to thirty (30) days of termination transition services. The scope, cost, and timing of such termination transition services will be mutually agreed upon by the Parties at such time. With respect to a termination of a Statement of Work, the Parties shall follow the requirements of clauses (ii), (iii), (iv) and (v) only.

8.6. Survival. The following Sections will survive the termination of this Agreement as applicable: 3.4 (Payment), 4 (Use and Ownership), 5 (Third-Party Products), 6 (Warranties and Additional Disclaimers), 7 (Indemnification and Limitation of Liability), 8.5 (Effect of Termination), 9 (Confidentiality) subject to the provisions set forth in Section 9.14, and 11 (General Provisions), together with accrued payment obligations.

9. Confidentiality

9.1. Non-Disclosure. While performing the Services under this Agreement, RSM may encounter personal information, licensed technology, drawings, schematics, manuals, data and other materials described by Client as "Confidential" or "Proprietary". RSM shall not disclose or publish the information and material received or used in performance of this Agreement. This obligation is perpetual. The Agreement imposes no obligation upon RSM with respect to confidential information which the RSM can establish that: a) was in the possession of, or was rightfully known by the RSM without an obligation to maintain its confidentiality prior to receipt from Client or a third party; b) is or becomes generally known to the public without violation of this Agreement; c) is obtained by RSM in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by RSM without reference to or involvement of the Client's or the third party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall, to the extent legally permissible, provide notice to Client of such request.

10. Insurance

During the term of this Agreement, RSM shall maintain the following insurance coverage:

10.1. Worker's Compensation and Employers' Liability. Workers' Compensation coverage with statutory limits as required by the state in which the Services are performed and Employers' Liability coverage with a limit of \$1 million each accident for bodily injury, \$1 million each employee for bodily injury by disease, and \$1 million policy limit for bodily injury by disease. RSM will include a waiver of

subrogation in favor of Client under this policy via a blanket endorsement.

10.2. Commercial General Liability. A Commercial General Liability policy with a limit of \$1 million per occurrence and \$2 million in the annual aggregate. RSM will name The County of Solano, its officers, officials, agents, employees, and volunteers acting on Client's behalf in connection with the Services provided to Client by RSM as additional insureds under this policy via a blanket endorsement. This policy will apply on a primary an non-contributory basis. RSM will include a waiver of subrogation in favor of Client under this policy via a blanket endorsement.

10.3. Automobile Liability. An Automobile Liability policy with a combined single limit of \$1 million. RSM will name The County of Solano, its officers, officials, agents, employees, and volunteers acting on Client's behalf in connection with the Services provided to Client by RSM as additional insureds under this policy via a blanket endorsement. This policy will apply on a primary an non-contributory basis. RSM will include a waiver of subrogation in favor of Client under this policy via a blanket endorsement.

10.4. Professional Liability. A Professional Liability policy with a limit of \$2 million per claim and in the annual aggregate.

10.5. Privacy and Security Risk (Cyber coverage). A Privacy and Security Risk Liability policy with a limit of \$1 million per claim and in the annual aggregate.

10.6. Crime. (Employee Theft, Premises and Computer Fraud). A Crime policy with a limit of liability of \$2 million per occurrence and in the annual aggregate.

10.7. Umbrella/Excess Coverage. Umbrella liability coverage of \$5 million per occurrence and per event aggregate shall sit above the Workers' Compensation, Commercial General Liability, and Automobile liability policies.

Upon Client's written request, RSM will provide Client with a certificate or certificates of insurance evidencing proof of coverage for the above-referenced policies. RSM's insurers maintain an A.M. Best's rating of at least A-/VII.

11. General Provisions

11.1. Transfer or Assignment. Neither this Agreement nor any other obligations of a Party under this Agreement may be assigned or delegated by a Party without the written consent of the other Party, which shall not be unreasonably withheld. Written consent shall be deemed to have been received for a Party's assignment of this Agreement to any acquirer of, or successor to, all or substantially all of its assets or ownership interests, provided that such Party provides the other Party with not less than ten (10) business days advance written notice of such assignment and such other Party does not raise good faith objections to such assignment within ten (10) business days from the receipt of such notice. Good faith objections include, but are not limited to, assignments that could (i) impair RSM's independence, (ii) create a conflict of interest for RSM with respect to one or more of RSM's clients, (iii) cause either Party to be in breach of its obligations to a third party, or (iv) provide one of a Party's competitors with access to a Party's confidential or proprietary information. Any such transfer or assignment will become effective only if and when the transferee or assignee agrees in writing to be bound by the terms of this Agreement.

11.2. Force Majeure. Neither Party will be responsible for any delay nor failure in performance resulting from acts beyond such Party's reasonable control ("Force Majeure"). Force Majeure will include, but not be limited to, acts of God, government or war, riots or strikes, epidemics, fires, floods, cyberattacks or disasters. At its option, Client may terminate any Statement of Work that is delayed more than sixty (60) days by a Force Majeure event(s); provided, however, that Client is not excused from paying RSM for all Services rendered and Deliverables provided prior to the termination of the Agreement. Force Majeure may not extend any payment obligation by more than fifteen (15) days.

11.3. Publicity. Nothing in this Agreement will provide to RSM any license or other right to use Client's trademarks or service marks except in connection with the provision of the Services. Notwithstanding the foregoing, unless notified otherwise by Client during the term, RSM may include Client's name in any client list that it provides to individual prospective clients for marketing purposes; however, this sentence will not authorize RSM to include Client's name in any advertisements or publications, even as part of a client list.

11.4. Electronic Communications. The Parties acknowledge that they may correspond or convey documentation, including Confidential Information, via various forms of electronic transmission, including, but not limited to, email, FTP and cloud-based sharing and hosting applications, and that neither Party has control over the performance, reliability, availability or security of these electronic transmission methods. Therefore, neither Party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay,

interception, corruption, disclosure or alteration of any electronic transmission where the Party has used commercially reasonable efforts to protect such information. RSM offers its clients the opportunity to use a secure internet portal for the exchange of confidential information using commercially standard encryption protocols. Use of a portal requires acceptance of an end-user agreement, which, if Client desires to use such portal, RSM will provide the applicable agreement upon request.

11.5. Nonsolicitation. To the fullest extent permitted by Law, during the term of each Statement of Work and for a period of one (1) year following its expiration or termination, neither Party will actively solicit, employ or otherwise engage any of the other Party's partners, principals or employees, including former partners, principals or employees, who were involved in providing or receiving Services under such Statement of Work. In the event that either Party breaches this provision, the breaching Party agrees to pay to the aggrieved Party within thirty (30) days after demand, an amount equal to the greater of \$50,000 or one-hundred percent (100%) of the annual base salary of any such partner, principal or employee. For avoidance of doubt, the foregoing does not prohibit either Party from employing individuals who (i) were not involved in a Statement of Work and (ii) apply for positions in response to public postings, employment advertisements or other general solicitations of employment not targeted at such individuals, whether such applications are during or after the term of this Agreement.

11.6. No Agency. RSM is an independent contractor. Neither Party's partners, principals nor employees will be considered employees of the other Party for any purpose. Nothing in this Agreement shall be construed to create the Solano Contract 03910-20

relationship of principal and agent, employer and employee, partners or joint venturers between RSM and Client, and neither Party has the authority to bind the other Party to any third party.

11.7. No Third-Party Beneficiaries. Neither Party intends that there be any third-party beneficiaries to this Agreement, except with respect to Microsoft Corporation as provided in Exhibit I.

11.8. Notices. Any notice to be given hereunder will be in writing and addressed to the Party and address stated below or such other address as the Party may designate from time to time by written notice. Except as otherwise expressly provided in this Agreement, notices hereunder will be deemed given and effective (i) if personally delivered, upon delivery; (ii) if sent by overnight rapid-delivery service with tracking capabilities, upon receipt; (iii) if sent by facsimile or electronic mail, at such time as the Party that sent the notice receives confirmation of receipt by the applicable method of transmittal; or (iv) if sent by certified or registered United States mail, upon receipt.

Notice to Client will be sent to the address provided in this Master Services Agreement, or applicable Statement of Work.

Notice to RSM will be sent to Office of the General Counsel, RSM US LLP, 200 South Wacker Drive, Suite 3900, Chicago, IL 60606.

11.9. Governing Law. This Agreement will be governed and construed in accordance with the laws of the state of California, without regard to the conflicts of laws or principles thereof, and applicable U.S. federal law. Any and all disputes, claims or litigation arising from or related in any way to the Services, Client Deliverables, RSM Work Product, RSM Information or this

Agreement, or any provisions herein, will be resolved exclusively in the state and federal courts located therein. The Parties hereby waive any objections against and expressly agree to submit to the personal jurisdiction and venue of such state or federal courts. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement.

11.10. Conflict of Interest. RSM represents that RSM and/or RSM's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of Services under this Agreement. RSM shall not assign such persons to provide Services to Client under this Agreement. Services rendered by RSM's associates or employees shall not relieve RSM from personal responsibility under this clause. RSM has an affirmative duty to disclose to the Client in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

11.11. Inspection. Authorized representatives of Solano County, the State of California and/or the federal government may inspect and/or audit RSM's time, billing and reimbursable expense records pertaining to Services provided under this Agreement.

11.12. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. This Agreement may be amended or

modified only by a written instrument executed by both Parties.

11.13. Equal Opportunity Employer of Protected Veterans and Individuals with Disabilities. As applicable, the Parties hereto shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a) and any other applicable federal, state or local law, rule or regulation. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, gender identity, sexual orientation, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment, qualified individuals without regard to race, color, religion, sex, gender identity, sexual orientation, national origin, protected veteran status or disability.

11.14. Miscellaneous. No delay or omission by either Party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either Party on any one occasion will be effective only in that instance and will not be construed as a bar or waiver of any right on any other occasion. If any provision of this Agreement is found to be invalid by any court or arbitrator having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions.

11.15. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which taken

together will constitute one and the same instrument. Each Party hereto agrees that any electronic signature of a Party to this Agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing"; (ii) to have been signed; and (iii) to constitute a record established and maintained in the ordinary course of business, and an original written record when printed from electronic files. Each Party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities, or (iv) a digital signature.

11.16. Client's Obligation Subject to Availability of Funds.

A. Client's obligation under this Agreement is subject to the availability of authorized funds. The Client may terminate the Agreement, or any part of the Services under an applicable Statement of Work, without prejudice to any right or remedy of the Client, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or any subsequent amendment, the Client may, upon written notice to RSM, terminate this

Agreement or an applicable Statement of Work in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Agreement or an applicable Statement of Work is terminated for non-appropriation of funds:

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

(2) RSM shall be released from any obligation to provide further Services pursuant to this Agreement or the applicable Statement of Work that are affected by the termination.

11.17. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

11.18. Neutral Interpretation. This Agreement constitutes the product of the negotiation of the parties hereto and the enforcement hereof shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship hereof.

11.19 Disbarment or Suspension of RSM.

A. RSM represents that its officers, directors and employees providing Services under this Agreement (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and

(iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in RSM being excluded from participation in federally funded programs.

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

C. This representation and warranty shall be an ongoing representation and warranty during

the term of this Agreement and RSM must promptly notify the Client of any change in the status of the representation and warranty set forth in this section.

D. If Services pursuant to an applicable Statement of Work involve federally-funded programs, RSM agrees to provide certification of non-suspension with submission of each invoice under the Statement of Work. Failure to submit certification with invoices will result in a delay in Client processing RSM's payment.


**The balance of this page is intentionally left blank.
Acknowledgement and Acceptance follow.**

Acknowledgement and Acceptance

EACH PARTY HAS READ AND AGREES TO THE TERMS AND CONDITIONS INCLUDED HEREIN, INCLUDING EXHIBIT I, MICROSOFT PRODUCT RIDER. EACH PARTY AND ITS SIGNATORIES BELOW REPRESENT THAT SAID SIGNATORY HAS THE REQUISITE POWER AND AUTHORITY TO BIND EACH RESPECTIVE PARTY TO THE UNDERTAKINGS AND OBLIGATIONS CONTAINED HEREIN.

AGREED TO AND ACKNOWLEDGED BY:

RSM US LLP

By: Phillip Haase 
Name: Phillip Haase
Title: Principal
01/31/2020
Date: 12:24 PM EST

Solano County

By: _____
Name: Birgitta E. Corsello
Title: County Administrator
Date: _____
Email: _____
Phone: _____
FEIN/Tax ID: _____

EXHIBIT I
MICROSOFT PRODUCT RIDER

1. The Microsoft Product (the term "Product" is defined in the Customer Agreement link below) is being provided to Client by Microsoft either under a resale agreement between RSM or its Affiliate and Microsoft, or an agreement between Client and Microsoft ("Enterprise Agreement"), each of which requires Client to acknowledge and agree, without exception, to Microsoft's customary cloud services terms, which provide, among other things, for limited warranty responsibilities and disclaimers of certain responsibilities and liability.
2. Client hereby accepts and agrees to adhere to and be bound by, and acknowledges that it has reviewed or had an opportunity to review, the "Customer Agreement" available at http://download.microsoft.com/download/2/C/8/2C8CAC17-FCE7-4F51-9556-4D77C7022DF5/MCA2017Agr_NA_ENG_Sep2017_CR.pdf, or its Enterprise Agreement with Microsoft, in each case including Microsoft's Online Services Terms and Product Terms (together, the "Online Services Terms") available at <http://go.microsoft.com/?linkid=9840733>, and Microsoft's Service Level Agreement ("Microsoft SLA") available at <http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=37>. Client further acknowledges and hereby agrees that it will ensure that all permitted users of the Microsoft Product agree to and will abide by all terms set forth in (i) the Customer Agreement or Enterprise Agreement, whichever is applicable; (ii) the Online Services Terms; and (iii) the Microsoft SLA. For purposes of clarity and to avoid any
- doubt, Client is solely responsible and liable for any use of the Microsoft Product by its employees and contractors.
3. To the extent Microsoft updates or modifies the Customer Agreement or Enterprise Agreement, whether or not Client has had an opportunity to review, or has received a copy from RSM or Microsoft of such updated or modified Customer Agreement or Enterprise Agreement, Client acknowledges and hereby agrees that it will accept, adhere to, and be bound by such updated or modified Customer Agreement or Enterprise Agreement at or before renewal of its Subscription (as such term is defined in the Customer Agreement or Enterprise Agreement) for the Microsoft Product, and it will ensure that all permitted users of the Microsoft Product abide by all such terms. To the extent Microsoft notifies RSM of an update or modification to the Customer Agreement, RSM will in turn, notify Client of the same.
4. Client acknowledges and hereby agrees that it (i) is solely responsible for reviewing and complying with the Online Services Terms along with any changes thereto by Microsoft during the term of Client's Subscription (as such term is defined in the Customer Agreement) to the Microsoft Product, and (ii) will ensure that all permitted users of the Microsoft Product abide by all such terms.
5. Upon renewal of a Subscription, in addition to accepting and agreeing to adhere to and be bound by any modifications or updates to the then applicable Customer Agreement or

Enterprise Agreement, Client acknowledges and hereby agrees to be bound by the version of the applicable Microsoft SLA for the Microsoft Product that is current at the time of the renewal of such Subscription. Except where Client has entered into an Enterprise Agreement with Microsoft, Client further acknowledges that the Subscription to a Microsoft Product will automatically renew at the end of any term unless Client provides RSM with written notice at least thirty (30) days prior to the end of such Subscription term that it wishes to cancel the Subscription.

6. Except where Client has entered into an Enterprise Agreement with Microsoft, Client acknowledges that the Microsoft Product along with the Subscription thereto shall be ordered through and invoiced by RSM or its Affiliate and any fees associated therewith shall be paid by Client solely to RSM or its Affiliate.
7. In the event Client's Subscription is based on actual usage in the preceding month, Client acknowledges that the price of the Subscription for the Microsoft Product is subject to increase during the Subscription term. Except where Client has entered into an Enterprise Agreement with Microsoft, RSM will provide Client with thirty (30) days' prior written notice (an email will be sufficient) of an increase in the price of the Subscription. To the extent Client does not agree to pay such increase in the Subscription price, Client must provide written notice to RSM within thirty (30) days of notice of such increase. Upon receipt of such notice, RSM will cancel Client's Subscription.
8. Client acknowledges that Microsoft may, in its sole and absolute discretion, and for any

reason and at any time (i) modify or release a new version of the Microsoft Product including, without limitation, hot fixes, platform updates, knowledge-based articles, and application updates, and require that Client integrate such modification or new release at such time, (ii) add new features or functionality to the Microsoft Product, and/or (iii) remove an existing feature or functionality of the Microsoft Product. Client acknowledges that any of the foregoing may delay, extend and/or increase the cost of RSM's Services under a Statement of Work. Client also hereby acknowledges and understands that Microsoft may, in its sole and absolute discretion, refuse to conduct business with Client or provide Client with the specific Microsoft Product requested.

9. Client acknowledges and hereby agrees that such Microsoft Product is owned, provided, licensed, hosted, managed, monitored and supported (except for those Services which are provided directly by RSM as provided by an applicable Statement of Work) by Microsoft. Client further acknowledges that usage of the Microsoft Product involves the movement and storage of Client's data solely within Microsoft's infrastructure and not RSM's, and that the Customer Agreement or Enterprise Agreement, whichever applicable, along with the Online Services Terms and Microsoft SLA, govern all obligations relating to data privacy, storage, recovery, security, protection and processing, as well as the service levels, associated with the Microsoft Product.
10. Client acknowledges and hereby agrees that its remedies with respect to the Microsoft Product will be limited to whatever recourse may be available, and is subject to all

restrictions and other limitations as may be set forth, in the Customer Agreement or Enterprise Agreement (whichever applicable), the Online Services Terms, and the Microsoft SLA.

11. In the event an invoice for a Microsoft Product resold by RSM or its Affiliate to Client is thirty (30) days past due, in addition to any other remedies available to it at Law or in equity, upon written notice to Client, RSM may suspend or terminate Client's usage of, access to, and the services provided to Client by, the Microsoft Product. RSM will not be liable for any resulting loss, damage or expense connected with such suspension or termination, including, but not limited to, any loss of information or data stored on such Microsoft Product.

12. RSM shall be, and Client shall maintain RSM as, Client's "partner of record" with Microsoft. Except where Client has entered into an Enterprise Agreement with Microsoft, RSM shall be Client's primary point of contact for the Microsoft Product and Client shall direct any and all operational and technical issues, requests for support and questions regarding the Microsoft Product to RSM. In the event RSM is providing support Services in connection with the Microsoft Product and the applicable Statement of Work, Change Order, or purchase order does not reference RSM's support policies, hours or service levels, RSM's support hours and service levels are available at <http://rsmus.com/what-we-do/services/technology/microsoft-solutions/rsm-client-resource-center.html>. RSM's service level commitments are separate and distinct from the service level commitments promised by Microsoft to Client in Microsoft's SLA. In no event shall RSM be

held responsible or liable to Client, or its partners, principals, shareholders, members, directors, officers, employees, Affiliates, subsidiaries, subcontractors, contractors, agents, successors or assigns, for any of the following: (i) Microsoft's failure to maintain its service level commitments as set forth in Microsoft's SLA; (ii) Client's failure to timely and/or properly make a claim for a credit for Microsoft's failure to maintain its service level commitments; (iii) Microsoft's processing or handling of Client's claim for a credit for Microsoft's failure to maintain its service level commitments, including the timing of Microsoft's decision with respect to such a claim; (iv) Microsoft's decision whether to issue Client a credit and the amount of such credit; (v) the timing of Microsoft's response to an incident which requires Microsoft's assistance; and (vi) any losses or damages associated with Microsoft's delay in responding to or resolving an incident for which its assistance is required.

13. Microsoft is an intended third-party beneficiary to this Microsoft Product Rider *solely* insofar as is necessary for Microsoft to enforce the terms set forth in the Customer Agreement vis-à-vis the Client. Nothing herein, however, shall grant Client the right to enforce any term of this Microsoft Product Rider against Microsoft. Client's sole rights and remedies against Microsoft are set forth in the Customer Agreement.

14. Any terms used, but not otherwise defined herein, shall have the same meaning given to such term in the Agreement.

EXHIBIT 2

STATEMENT OF WORK RSM/SOLANO HEALTH & SOCIAL SERVICES

This Statement of Work ("Statement of Work" or "SOW") dated 2/11/2020, is entered into by and between Solano County ("Client," "you" or "your") and RSM US LLP, an Iowa limited liability partnership ("RSM," "we," "us" or "our") pursuant to the Master Services Agreement dated **February 11th, 2020**, (the "Agreement"), all of the terms of which are hereby incorporated herein by reference. The provisions in Exhibit 3, General Terms and Conditions, control over any conflicting term in the Master Services Agreement or Exhibit 1, Statement of Work.

Engagement Objectives, Services, Approach and Scope of Work

The engagement covered in this SOW will include two distinct work streams. The first iteration of the Whole Person Care (WPC) Case Management and the Behavioral Health Resource Tracking System will be based on the core RSM Health and Human Services (HHS) Case Management Accelerator with the licensing language covered in the Master Services Agreement.

RSM will manage the engagement as a single project; therefore, services will be shared across both work streams. Project management, quality assurance and training will run across all the work, while the costs will be proportionately included into the individual milestones identified in sections below. Our project manager will be reporting on the overall status as well as the status of each individual work stream as it influences the overall engagement. Quality assurance will generate testing scripts for each requirement across both work streams and will then perform unit, system and regression testing for each feature and the system as a whole.

The training partner Impresys Corporation will generate the training materials for the engagement. RSM will assist in loading the training content into the county's learning management system (LMS) for training delivery.

RSM and Impresys will collaborate with the County to develop an appropriate training plan for end users. End-user training will primarily consist of material specific to the County's solution that guide users through the steps of common processes and cloud-based, self-directed click-through guides.

When developing training materials, RSM and Impresys work together to determine the distinct number of user types to be trained and the number of modules necessary to cover the day-to-day actions that each user type will encounter during regular system use. For example, in the case of system administrators, modules developed include the subjects of managing users, user groups and system permissions.

Training deliverables will include:

- Self-directed click-through training modules
- Training Documentation including screen shots
- RSM led end user training sessions specific to each system

Work Site

Work efforts related to this Statement of Work will be executed either remotely or at Solano County Health and Social Services offices located in Fairfield, CA. RSM's Project Manager will provide clear communication in advance of work to be performed onsite so as not to disrupt Solano County normal business activities and assure full participation and commitment from staff during scheduled appointments.

1. Whole Person Care (WPC) Case Management Replacement and Enhancement

The WPC replacement is the first iteration of the WPC Case Management and is scoped to not only replace current functions that are served by the WPC application but also enhance the functionality as identified in to-be processes. RSM will work with the County to document the as-is and to-be processes that are encompassed in the workload within the current WPC application and ensure that current data is migrated. The result will be a 100% replacement for the current WPC application. Any enhancements are limited to "Out-of-the-box" process/functionality within the RSM Intellectual Property (IP). The following are key engagement objectives:

- Identify strategic project objectives with senior management and primary stakeholders
- Analyze and design sessions to plan for setup, system configuration, reporting, and training
- Document the technical requirements, pre requisites and business requirements
- Configure the WPC Case Management system to replace Solano County's existing WPC case management system
- Configure the WPC Case Management system to align with business requirements and limit enhancements to only "Out of the Box" functionality within the in-scope RSM IP. The details of these requirements are found in the Business Requirements document.
- Implement role-based security for up to 20 distinct positions
- Perform gap analysis with Solano County Subject Matter Experts (SME) between RSM HHS Case Management IP and the Business Requirements document
- Update the Project Plan based on gap analysis
- Setup, design, and configure the business processes listed in the Business Requirements
- Develop reports using the Dynamics 365 (D365) out-of-the-box Report Wizard, SQL Server Reporting Services (SSRS) reporting tools and Power Business Intelligence (BI)
- Develop dashboards utilizing out-of-the-box D365 tools
- Provide post go-live implementation support

The services offered within the scope of this Statement of Work will enable the Client to implement D365 to meet the objectives stated above. The kick-off meeting for the D365 implementation will be held at the County's designated venue at a time to be decided, but recommended to be no later than two weeks after contract execution.

Data Migration

We anticipate migrating data from the existing Solano County WPC case management system to the new WPC Case Management system. RSM will assist Solano County in identifying the data that needs to be migrated and the format the data needs to be in for migration. Solano County will obtain data from the current application and address any clean up prior to data migration to align with project schedules.

Reporting

Out-of-the-box, custom SQL Server Reporting Services (SSRS) reports and Power BI will be leveraged for the initial go-live. RSM will create, at maximum, ten (10) reports utilizing D365 out-of-the-box reporting tools (user accessible tools), five (5) custom SSRS reports and five (5) Power BI worksheets. Users will be trained on the D365 reporting tools to create report modifications. Users can address additional reporting requirements using ad hoc query and export tools within D365.

Dashboards

RSM will create, at maximum, ten (10) system dashboards utilizing D365 out-of-the-box tools. Users will be trained on the creation of personal dashboards.

Configuration and Product Extensions

The project fee estimates are based on the implementation of the HHS Case Management System as defined in the Business Requirements. Should requirements change during the course of the implementation and the total costs extend beyond the contract amount, RSM will prepare a Change Order (i.e. contract amendment) with estimates for the additional work and partner with Solano County to adjust the scope of the engagement to implement the additional changes.

2. Behavioral Health Resource Tracking

The Behavioral Health Resource Tracking system is scoped to be a new system that is replacing many manual processes and electronic information in spreadsheets that is not part of an automated process. The new system will have the capability to manage bed capacity based on functionality RSM has developed in Los Angeles (LA) County as well as provide case management that includes service history and delivery status. RSM will work with Solano County to document the as-is and to-be processes that are encompassed in the workload that is targeted by the current manual and electronic processes. The result will be a system that will allow the operation of the County for the base need. The following are the key objectives:

- Identify strategic project objectives with senior management and primary stakeholders
- Analyze and design sessions to plan for setup, system configuration, reporting and training
- Document the technical requirements, pre requisites and business requirements
- Perform gap analysis with Solano County Subject Matter Experts (SME) based on the items in the Business Requirements document.
- Update the Project Plan based on gap analysis.
- Develop reports using the D365 out-of-the-box Report Wizard, SSRS reporting tools and Power BI.
- Implement role based security for up to 20 distinct positions
- Develop dashboards utilizing out-of-the-box D365 tools
- Provide post go-live implementation support.

Data Migration

We anticipate migrating data from the existing Solano County spreadsheets as appropriate to the HHS Case Management system. RSM will assist Solano County in identifying the data that needs to be migrated and the format the data needs to be in for migration. Solano County will obtain data specific to the Behavioral Health Resource Tracking system and address any clean up prior to data migration to align with project schedules.

Reporting

Out-of-the-box and custom SSRS reports will be leveraged for the initial go-live, unless otherwise documented. RSM will create, at maximum, ten (10) reports utilizing D365 out-of-the-box reporting tools, five (5) custom SSRS reports and five (5) Power BI worksheets. Users will be trained on the D365 reporting tools to create report modifications. Users can address additional reporting requirements using ad hoc query and export tools within D365.

Dashboards

RSM will create, at maximum, ten (10) system dashboards utilizing D365 out-of-the-box tools. Users will be trained on the creation of personal dashboards.

Configuration and Product Extensions

The project fee estimates are based on the implementation of the HHS Case Management system and models previously demonstrated from LA County, as defined in the Business Requirements. Should requirements change during the course of the implementation, RSM will prepare a Statement of Work with an estimate for the changes.

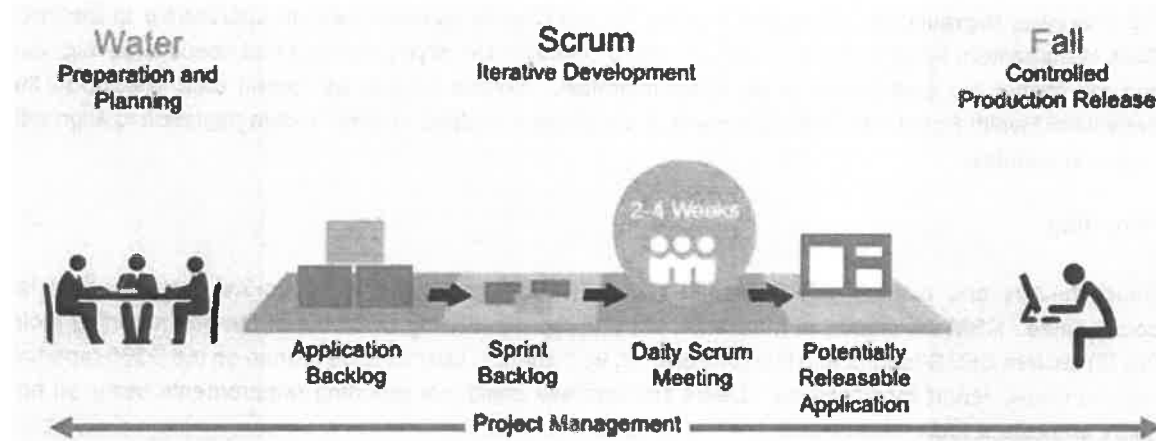
Project Management Approach

RSM's D365 Customer Engagement (CE) implementations are delivered via Water-Scrum-Fall methodology, which is a hybrid methodology combining the traditional Waterfall methodology with the Agile Scrum development methodology. This approach allows RSM to deploy an operational solution to Production which:

- Holistically meets the requirements of the project;
- Allows for training, deployment and support of new business functionality; and
- Provides for the learning curve associated with learning to use a brand new system.

Our approach focuses on the first fully operational release to Production. In the case of a multi-phased release, the remaining functionality will translate to a pure Agile approach, where the focus is solely on incremental business functionality, and no longer requires focus on a new system and new tools. This can be divided into phases based on business process with a single business process like Intake to be released to production in Water-Scrum-Fall and subsequent business processes released in Agile.

Water-Scrum-Fall methodology, depicted below, includes traditional release planning at the frontend of a project, followed by iterative development and configuration of the solution via Scrum sprints. The methodology ultimately concludes with controlled production release in a traditional Waterfall project deployment phase.



The Scrum iterative development approach allows the client to react to change and maximize the value of the solution at each stage of the project. This approach also allows the project team to receive feedback on feature development early, particularly before numerous downstream features are built upon it. Iterative development reduces overall project risk and cost by revealing issues, requirement clarifications, and changes through built-in user feedback cycles every two to four weeks, versus at the traditional end of the project where cost and risk is multiplied.

The proposed Microsoft D365 CE solution for the County will ultimately go live in a controlled production release, which encompasses final end-user training sessions and deployment rehearsal, ensuring necessary operations and support details are in place.

Project management activity, including risk, communication, issue, change, resource and task management, spans the duration of the project.

The implementation phases are as follows:

- Water Phase**—The Water Phase involves critical preparation for the ultimate success of the project. Water is the high-level planning and preparation phase that ensures that the engagement team, County and stakeholders have a clear and common vision of the project allowing for collaboration and cohesion. A detailed project schedule is defined in this phase. The application backlog is groomed and prioritized in this phase. A Sprint (Iteration) plan is defined. The number of sprints is dependent upon the volume of base requirements which need to be met to support a Minimally Viable Product. A Minimally Viable Product provides the minimum functionality needed to for a solution which is useable by the business community. This can be established in phases. Ground rules on the project are established and all team members and stakeholders understand each other's roles and responsibilities.
- Scrum Phase**—Leveraging the groomed application backlog and Sprint (iteration) plan, the engagement team begins their first development sprint following Agile Scrum methodology. The work in the first sprint is planned and largely comprised of the greatest business value features and user stories, as well as any necessary engineering tasks or issue resolutions. The project manager works with the County and team to make collaborative decisions on the sprint content based on the County's priorities and the work estimates provided by the team. Each sprint culminates in a Demo, where a demonstration of the integrated functionality which has been built and tested to date is demonstrated to the user community. This allows for exposure to the new solution by the business community in advance of the training and go live, and also supports a feedback loop to allow for course correction where requirements haven't been fully met. The methodology ultimately concludes with controlled production release in a traditional Waterfall project deployment phase.

- *Fall Phase*—Upon reaching launch readiness and appropriate application backlog delivery, User Acceptance Testing takes place, the final configuration is migrated to the production environment, end-user training is conducted and final go-live preparations are completed. The system is brought live and stabilized over the first few weeks and the project transitions to support.

Post Engagement Support

Implementing a software-as-a-service (SaaS) application differs from deploying custom-developed applications. RSM has developed specific project management practices to enhance usability for these implementations. Many of our clients adopt a post go-live stabilization period instead of a warranty. Since the SaaS product from Microsoft is warrantied from an uptime and quality perspective, the only work done by RSM is the configuration and testing, and support for a user acceptance testing (UAT) period performed by the County.

One of the major issues with any system implementation is user adoption. A warranty would imply that RSM would only fix bugs that prevent the application from working after go-live for a pre-designated period. This approach does not allow for adjustments to the system to facilitate user adoption during the critical roll-out period. RSM clients tend to see a higher value in a post go-live stabilization period when the RSM team handles user adoption tasks that the County deems necessary for the successful deployment of the application. After the designated period, the application then transitions into maintenance and operational support in a traditional model of Agile development. The stabilization period is a capacity model with enough times to correct any defects as well as allow for additional work to be performed that will enhance the user adoption.

For this project with Solano County, RSM is proposing 1.5 FTE capacity for the stabilization period of 1 month followed by maintenance and operations phase which is set for two months where, upon completion, transition of work items can be facilitated to Solano County. All work items regardless of bugs or new requirements will be prioritized by the County and tracked in a single workstream.

Summary of Key Elements of this Service Level Agreement (SLA)

This section provides a summary of the key provisions of each work stage of this Scope of Work. It is intended solely to provide clarity and is qualified in its entirety to the detailed provisions provided elsewhere in the Service Level Agreement.

During the implementation phase of the project the developed functionality will be tested and any defects will be logged with the following priority:

Severity Code	Definition	Go Live Status
1	A problem has made a critical application function unusable or unavailable and no workaround exists.	Resolution of 100% prior to launch
2	A problem has made a critical application function unusable or unavailable but a workaround exists. or A problem has made an important application function unusable or unavailable and no workaround exists.	Goal is to fix all, any open will need County approval for go-live
3	A problem has diminished application functionality or performance causing the system to produce incorrect, incomplete, or inconsistent results, or the defect impairs the system's usability.	Fix on an opportunistic basis
4	A problem has diminished supportive application functionality or performance.	Fix on an opportunistic basis

Post go live stabilization period will consist of RSM providing capacity to support the system for items relating to its operation and user adoption. This period of 30 days will be at a fixed price and all work will be prioritized by Solano County staff. Defects that are reported during the stabilization time period will be prioritized along with other enhancement and user adoption activities. Solano County will be responsible for the prioritization and will monitor the response time SLA in context to other activities. .

Activities of the contractor and other state staff during this period can include:

- Configuration
- Development
- Report writing
- Requirements gathering
- Story writing
- Train the trainer session
- Training workshops with users
- Defect triage
- Documentation
- Integration
- Data migration

Capacity

All work during this area will be capped at 60 hours per week for 4 weeks. As items are estimated and prioritized, they will be scheduled to fit within this hour limit. The 60 hours includes all activities associated with the work including estimating, testing and meetings.

Response Time

Incident Reporting response time

All incidents that result in a defect will be reported to through the existing Solano County tier 1 help desk. From the point that it is determined that escalation is required, the defect will be logged with RSM through their support center and the following response times will apply:

Severity Code	Initial Response	Estimation Response	Subsequent Responses	Resolution Work Begins
1	15 minutes	2 hours	Every 30 min.	4 hours
2	30 minutes	2 hours	Every 2 hours	8 hours
3	1 hour	8 hours	Every 4 hours	4 calendar days
4	1 hour	Next business day	Weekly	8 calendar days

Third Party Support

As incidents arise from errors generated from the platform or other third party software that the solution runs on, RSM will engage with the client and utilize any mechanism that is available to assist Solano County with resolution of the issue. Where possible, RSM will leverage tools and services available as designated partners of record with the software vendors to assist Solano County in resolution of any error or defect.

Solano County will measure Microsoft Dynamics 365 uptime against the terms contracted between the County and Microsoft. RSM will actively engage with Solano County on problem resolution of downtime caused by Microsoft but it will not be part of the warranty clause

Closure of Stabilization Period

Prior to the conclusion of the 30-day period, RSM will plan to transition all work in progress to the County. At 30 days, all incomplete work will be moved to the backlog and Solano County and RSM will create a sign-off document that closes off the period and ends this SLA. At Solano County's discretion, RSM will transition services to a support contract that will be separate and governed by the conditions within that agreement.

Engagement Team

Lyle Curry will be responsible for overseeing the engagement and the delivery of all Services to the County. As the Project Manager, Anita Fox will coordinate all fieldwork and project communications. Other personnel at the necessary skill and experience levels may be called upon to assist in this project as appropriate. RSM will seek to minimize any changes to project personnel in order to minimize transition overhead.

If any portion of the Services is performed on Client premises, RSM personnel shall observe policies regarding working conditions, building security and business hours, to the extent RSM personnel are made aware of such policies.

RSM has engaged Impresys Corporation as a subcontractor to provide the digital services and content generation for training. The cost for training is outlined and Impresys Corporation will act under RSM's full supervision throughout the project. RSM will be responsible for loading the training content into the County's learning management system. RSM will require that the County provide the required configuration information in order to allow the content to be hosted in the learning management system.

Third-Party Products

This Statement of Work includes the following with respect to Third-Party Hardware Products or Third-Party Licensed Products:

Solano Contract 03910-20

- Microsoft Dynamics 365
- Azure DevOps

Third-Party Licensed Products identified in Exhibit 2 hereto, are a Microsoft "Product" as defined in the "Microsoft Product Rider" executed in connection with the Agreement (or an amendment thereto). The terms set forth in the "Microsoft Product Rider" shall apply to such Microsoft Product whether provided under a resale agreement between RSM and Microsoft or through an Enterprise Agreement between Client and Microsoft.

The County acknowledges and agrees that the development, implementation and integration of business software systems is inherently not error-free and that corrections, "bugs" and defects arising prior to or subsequent to deployment are common. Client further acknowledges that its usage of a Third-Party Licensed Product may involve the movement and storage of Client's data solely within the infrastructure provided by the Third-Party Licensed Product and not RSM's, and that Client's End User License Agreement (EULA) or other agreements with the Licensor of such Third-Party Licensed Product will govern all obligations relating to data privacy, storage, recovery, security, and processing, as well as the service levels associated, with such Third-Party Licensed Product.

Engagement Assumptions, Client Acknowledgements, Responsibilities and Representations

RSM's Services, Fees and work schedule are based upon the following assumptions, acknowledgements, representations and understandings with the County:

Client will determine the extent of services it wishes RSM to provide and will undertake the responsibilities set forth in this Statement of Work.

Client will designate an employee or employees within its senior management who will make or obtain management decisions with respect to this Statement of Work on a timely basis.

Client will ensure that we have access to key people, facilities and data, and that all levels of County employees and contractors will cooperate with RSM. RSM will advise the Contract Manager where County staff are not providing appropriate cooperation or direction and advise the Contract Manager of any other issues related to this engagement. The success of this engagement is dependent upon full openness, communications, cooperation and timely direction.

Client agrees that all assumptions set forth in this Statement of Work are accurate and agrees to provide RSM with such further information needed and which RSM can rely on to be accurate and complete. RSM will be entitled to rely on all County decisions and approvals made independently, and RSM will not be obligated to evaluate, advise on, confirm or reject such decisions and approvals.

Client will evaluate the adequacy and results of services and will let RSM know immediately of any problems or issues perceived in RSM personnel, services or deliverables.

To the extent RSM services or deliverables include the design or implementation of hardware or software systems, Client agrees to be responsible for making all management decisions. RSM will utilize best practices that are based on RSM expertise and knowledge of Microsoft systems as well as best practices developed based on our industry and project experience. These decisions include but are not limited to the systems to be evaluated and selected, the design of those systems, the controls to be tested, the security and system procedures to be implemented, the scope and timetable of the implementation, testing, training and conversion plan.

The fulfillment and confirmation of these responsibilities, acknowledgements and representations are critical to the success of this engagement. The successful delivery of Services, and the Fees charged, are also dependent on the County's timely and effective completion of responsibilities, the accuracy and completeness of the assumptions, and timely decisions and approvals by County management. The County will be responsible for any delays, additional costs or other liabilities caused by or associated with any deficiencies in the assumptions or in carrying out County responsibilities.

Deliverables and Fee Schedule

The project will be delivered in a fixed fee arrangement with milestone payments tied to a list of deliverables. RSM may submit individual Deliverable documents or submit aggregated Deliverable documents into packages for acceptance. RSM will support acceptance of the Deliverables by conducting reviews with stakeholders prior to submission.

The "Acceptance Period" for a Deliverable will be five (5) business days from formal submission unless otherwise mutually agreed upon by the parties. Failure to accept or reject a Deliverable within five (5) business days after the Acceptance Period has expired will be deemed acceptance. Feedback supplied after a Deliverable has been accepted will be handled through the change control process.

The Project is complete when all deliverables have been accepted.

Phase	Deliverable/ Format	Milestone Payment
RSM HHS Case Management Accelerator Intake, Case Management, Provider Management	Microsoft Dynamics 365 Login	\$90,000
Program: Preparation and Planning for 23 processes 65 entities 65 workflows 35 screens 20 end user roles 40 reports 20 dashboards 5 end user training session	Summary Project Gantt Schedule/ Excel	\$50,000
	System Security Strategy/ Word	
	Data Migration Strategy/ Word	
	Test Strategy/ Word	
	Training Strategy/ Word	
WPC Case Management: Preparation and Planning for 7 processes	Project Requirements / in Azure DevOps	\$20,000
	Project User Stories / in Azure DevOps	
	Project Test Plan/Word	
	Project Iteration Schedule/ Excel	
	Test results/ Excel	\$25,000

Phase	Deliverable/ Format	Milestone Payment
WPC Case Management: Iterative Development Iteration 1 Configuration of: 3 processes 8 entities 4 screens	Backlog / Excel	
	Defect log/ Excel	
PC Case Management: Iterative Development Iteration 2 Configuration of: 3 processes 8 entities 4 screens	Test results/ Excel	\$25,000
	Backlog / Excel	
	Defect log/ Excel	
PC Case Management: Iterative Development Iteration 3 Configuration of: 1 processes 4 entities 2 screens 20 reports 10 dashboards User roles	Test results/ Excel	\$25,000
	Backlog / Excel	
	Defect log/ Excel	
PC Case Management: Controlled Release 2 end user training sessions	Training materials/ LMS	\$104,000
	Deployment plan/ graphic & Excel	
	Final Test results/ Excel	
	Final Backlog / Excel	
	Final Defect log/ Excel	
	Final Security Matrix/ Excel	
	System documentation / Word	
Behavioral Health Resource Tracking: Preparation and Planning for 16 processes	Project Requirements / in Azure DevOps	\$30,000
	Project User Stories / in Azure DevOps	
	Project Test Plan/Word	
	Project Iteration Schedule/ Excel	

Phase	Deliverable/ Format	Milestone Payment
Behavioral Health Development Iteration 1 Resource Tracking: Iterative Development Iteration 1 Configuration of: 7 processes 20 entities 10 screens	Test results/ Excel	\$55,000
	Backlog / Excel	
	Defect log/ Excel	
Behavioral Health Resource Tracking: Iterative Development Iteration 2 Configuration of: 7 processes 20 entities 10 screens	Test results/ Excel	\$55,000
	Backlog / Excel	
	Defect log/ Excel	
Behavioral Health Resource Tracking: Iterative Development Iteration 3 Configuration of: 2 processes 15 entities 5 screens 20 reports 10 dashboards User roles	Test results/ Excel	\$55,000
	Backlog / Excel	
	Defect log/ Excel	
	Backlog / Excel	
	Defect log/ Excel	
	Backlog / Excel	
	Defect log/ Excel	
Behavioral Health Resource Tracking: Controlled Release 3 end user training sessions	Training materials/ LMS	\$113,000
	Deployment plan/ graphic & Excel	
	Final Test results/ Excel	
	Final Backlog / Excel	
	Final Defect log/ Excel	
	Deployment plan/ graphic & Excel	
	Final Test results/ Excel	
	Final Backlog / Excel	
	Final Defect log/ Excel	
	Test results/ Excel	\$45,000

Phase	Deliverable/ Format	Milestone Payment
Stabilization and Operations: Month 1 1.5 FTE	Backlog / Excel	
	Defect log/ Excel	
	Updated Security Matrix/ Excel	
	Updated System documentation / Word	
Stabilization and Operations: Month 2 1.5 FTE	Test results/ Excel	\$45,000
	Backlog / Excel	
	Defect log/ Excel	
	Updated Security Matrix/ Excel	
	Updated System documentation / Word	
Stabilization and Operations: Month 3 1.5 FTE	Test results/ Excel	\$45,000
	Backlog / Excel	
	Defect log/ Excel	
	Updated Security Matrix/ Excel	
	Updated System documentation / Word	
Total		\$782,000

Invoice Address

Invoices for our Services rendered pursuant to this Statement of Work will be sent to:

Solano County Health and Social Services Department
c/o Contracts Unit
275 Beck Avenue, MS 5-200
Fairfield, CA 94533

Acknowledgement and Acceptance

By the signatures of their duly authorized representatives below, RSM and Client, intending to be legally bound, acknowledge that they have read and agree to all of the provisions of this Statement of Work (including any Exhibits and Attachments hereto) as of the date set forth above. RSM and Client, and each signatory below, hereby represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the terms set forth in this Statement of Work.

AGREED TO AND ACKNOWLEDGED BY:

RSM US LLP

Solano County

By: Phillip Haase 

By: _____

Name: Phillip Haase

Name: Birgitta E. Corsello

Title: Principal

Title: County Administrator

Date: 01/31/2020
12:24 PM EST

Date: _____

EXHIBIT 3

HIPAA CONTRACTOR AGREEMENT

RSM US LLP

This Exhibit will constitute the Business Associate Agreement (the "Agreement") between the County of Solano (the "County") and RSM US LLP (the "Contractor") and applies to the functions Contractor will perform on behalf of the County (collectively, "Services"), that is identified in Exhibit A, Scope of Work.

- A. County wishes to disclose certain information to Contractor pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. County and its Contractor acknowledge that Contractor is subject to the Privacy and Security Rules (45 CFR parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act), to the extent applicable to a "Business Associate" as defined within the meaning of 45 C.F.R. section 160.103 which may be applicable in connection with services to be performed by Contractor for the County.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require County to enter into an Agreement containing specific requirements with Contractor prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

I. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement will have the same meaning as those terms in 45 CFR parts 160 and 164.

- 1. **Breach** means the same as defined under the HITECH Act [42 U.S.C. section 17921].
- 2. **Business Associate** means the same as defined under the Privacy Rule, the Security rule, and the HITECH Act, including, but not limited to, 42 U.S.C. section 17938 and 45 C.F.R. § 160.103.
- 3. **Breach of the Security of the Information System** means the unauthorized acquisition, including, but not limited to, access to, use, disclosure, modification or destruction, of unencrypted computerized data that materially compromises the security, confidentiality, or integrity of personal information maintained by or on behalf of the County. Good faith acquisition of personal information by an employee or agent of the information holder for the purposes of the information holder is not a breach of the security of the system; provided, that the personal information is not used or subject to further unauthorized disclosure.
- 4. **Commercial Use** means obtaining protected health information with the intent to sell, transfer or use it for commercial, or personal gain, or malicious harm; sale to third party for consumption, resale, or processing for resale; application or conversion of data to make a profit or obtain a benefit contrary to the intent of this Agreement.
- 5. **Covered Entity** means the same as defined under the Privacy Rule and the Security rule, including, but not limited to, 45 C.F.R. § 160.103.
- 6. **Designated Record Set** means the same as defined in 45 C.F.R. § 164.501.
- 7. **Electronic Protected Health Information (ePHI)** means the same as defined in 45 C.F.R. § 160.103.

8. **Electronic Health Record** means the same as defined will have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. § 17921.
9. **Encryption** means the process using publicly known algorithms to convert plain text and other data into a form intended to protect the data from being able to be converted back to the original plain text by known technological means.
10. **Health Care Operations** means the same as defined in 45 C.F.R. § 164.501.
11. **Individual** means the same as defined in 45 CFR § 160.103 and will include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
12. **Marketing** means the same as defined under 45 CFR § 164.501 and the act or process of promoting, selling, leasing or licensing any patient information or data for profit without the express written permission of County.
13. **Privacy Officer** means the same as defined in 45 C.F.R. § 164.530(a)(1). The Privacy Officer is the official designated by a County or Contractor to be responsible for compliance with HIPAA/HITECH regulations.
14. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and 164, subparts A and E.
15. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and will have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. §§ 160.103 and 164.501].
16. **Required By Law** means the same as defined in 45 CFR § 164.103.
17. **Security Rule** means the HIPAA Regulation that is codified at 45 C.F.R. parts 160 and 164, subparts A and C.
18. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
19. **Reserved.**
20. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160 and 164, subparts A and C.
21. **Unsecured PHI** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. Unsecured PHI will have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. section 17932(h).

II. OBLIGATIONS OF CONTRACTOR

1. **Compliance with the Privacy Rule:** Contractor agrees to fully comply with the requirements under the Privacy Rule applicable to "Business Associates" as defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this agreement or as required by law.

2. Compliance with the Security Rule: Contractor agrees to fully comply with the requirements under the Security Rule applicable to "Business Associates" as defined in the Security Rule.
3. Compliance with the HITECH Act: Contractor hereby acknowledges and agrees it will comply with the HITECH provisions as proscribed in the HITECH Act applicable to a Business Associate.

III. USES AND DISCLOSURES

Contractor will not use Protected Health Information except for the purpose of performing Contractor's obligations under the Contract and as permitted by the Contract and this Agreement. Further, Contractor will not use Protected Health Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by County.

1. Contractor may use Protected Health Information:
 - a. For functions, activities, and services for or on the Covered Entities' behalf for purposes specified in the Contract and this Agreement.
 - b. As authorized for Contractor's management, administrative or legal responsibilities as a Contractor of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;
 - c. As required by law.
 - d. To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).
 - e. To report violations of law to appropriate Federal and State authorities, consistent with CFR § 164.502(j)(1).
2. Any use of Protected Health Information by Contractor, its agents, or subcontractors, other than those purposes of the Agreement, will require the express written authorization by the County and a Business Associate Agreement or amendment as necessary.
3. Contractor will not disclose Protected Health Information to a health plan for payment or health care operations if the patient has requested this restriction and has paid out of pocket in full for the health care item or service to which the Protected Health information relates.
4. Contractor will not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition will not affect payment by the County to Contractor for services provided pursuant to the Contract.
5. Contractor will not use or disclosed Protected Health Information for prohibited activities including, but not limited to, marketing or fundraising purposes.
6. Contractor agrees to adequately and properly maintain all Protected Health Information received from, or created, on behalf of County.
7. If Contractor discloses Protected Health Information to a third party, Contractor must obtain, prior to making any such disclosure, i) reasonable written assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify Contractor of any breaches of confidentiality of the

Protected Health Information, to the extent it has obtained knowledge of such breach [42 U.S.C. section 17932; 45 C.F.R. §§ 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

IV. MINIMUM NECESSARY

Contractor (and its agents or subcontractors) will request, use and disclose only the minimum amount of Protected Health Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. section 17935(b); 45 C.F.R. § 164.514(d)(3)]. Contractor understands and agrees that the definition of "minimum necessary" is in flux and will keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

The County shall use reasonable efforts to disclose Protected Health Information to Contractor only to the extent minimally necessary for Contractor to perform its services.

V. APPROPRIATE SAFEGUARDS

1. Contractor will implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Health Information otherwise than as permitted by this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Health Information in accordance with 45 C.F.R. §§ 164.308, 164.310, and 164.312. [45 C.F.R. § 164.504(e)(2)(ii)(B); 45 C.F.R. § 164.308(b)]. Contractor will comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. § 164.316. [42 U.S.C. section 17931].
2. Contractor agrees to comply with Subpart 45 CFR part 164 with respect to Electronic Protected Health Information (ePHI). Contractor must secure all Electronic Protected Health 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.
3. Contractor agrees that destruction of Protected Health Information on paper, film, or other hard copy media must involve either cross cut shredding or otherwise destroying the Protected Health Information so that it cannot be read or reconstructed.
4. Should any employee or subcontractor of Contractor have direct, authorized access to computer systems of the County that contain Protected Health Information, Contractor will immediately notify 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 County to disable previously authorized access.

VI. AGENT AND SUBCONTRACTOR'S OF CONTRACTOR

1. Contractor will ensure that any agents and subcontractors to whom it provides Protected Health Information, agree in writing to the same restrictions and conditions that apply to Contractor with respect to such PHI and implement the safeguards required with respect to Electronic PHI [45 C.F.R. § 164.504(e)(2)(ii)(D) and 45 C.F.R. § 164.308(b)].
2. Contractor will implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and will mitigate the effects of any such violation (see 45 C.F.R. §§ 164.530(f) and 164.530(e)(1)).

VII. ACCESS TO PROTECTED HEALTH INFORMATION

1. If Contractor receives Protected Health Information from the County in a Designated Record Set, Contractor agrees to provide access to Protected Health Information in a Designated Record Set to the County in order to meet its requirements under 45 C.F.R. § 164.524.
2. Contractor will make Protected Health Information maintained by Contractor or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within five (5) business days of receipt of a written request by County to enable County to fulfill its obligations under state law, [Health and Safety Code section 123110] the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524 [45

- C.F.R. § 164.504(e)(2)(ii)(E)]. If Contractor maintains an Electronic Health Record, Contractor will provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. section 17935(e).
3. If Contractor receives a request from an Individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Contractor, Contractor will provide the requested copies to the individual in a timely manner. If Contractor receives a request for Protected Health Information not in its possession and in the possession of the County, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Contractor will promptly forward the request to the County. Contractor will then assist County as necessary in responding to the request in a timely manner. If a Contractor provides copies of Protected Health Information to the individual, it may charge a reasonable fee for the copies as the regulations will permit.

VIII. AMENDMENT OF PROTECTED HEALTH INFORMATION

Upon receipt of written notice from County, promptly amend or permit the County access to amend any portion of Protected Health Information in the designated record set which Contractor created for or received from the County so that the county may meet its amendment obligations under 45 CFR § 164.526. If any individual requests an amendment of Protected Information directly from Contractor or its agents or subcontractors, Contractor must notify the County in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Contractor or its agents or subcontractors will be the responsibility of the County [45 C.F.R. § 164.504(e)(2)(ii)(F)].

IX. ACCOUNTING OF DISCLOSURES

1. At the written request of the County, and in the time and manner as reasonably designed by the County, Contractor and its agents or subcontractors will make available to the County, the information required to provide an accounting of disclosures to enable the County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.528, and the HITECH Act, including but not limited to 42 U.S.C. § 17935. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by the Contractor and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Contractor maintains an electronic health record and is subject to this requirement.
2. At a minimum, the information collected and maintained will include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
3. In the event that the request for an accounting is delivered directly to Contractor or its agents or subcontractors, Contractor will forward within five (5) calendar days a written copy of the request to the County. It will be the County's responsibility to prepare and deliver any such accounting requested. Contractor will not disclose any Protected Information except as set forth in this Agreement [45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this paragraph will survive the termination of this Agreement.

X. GOVERNMENTAL ACCESS TO RECORDS

Contractor will make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the Secretary of the U.S. Department of Health and Human for purposes of determining the Covered Entity's compliance with the Privacy rule [45 C.F.R. § 164.504(e)(2)(ii)(H)]. Contractor will provide to the County a copy of any Protected Health Information that Contractor provides to the Secretary concurrently with providing such Protected Information to the Secretary.

XI. RESERVED.

XII. BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

1. In the case of a breach of unsecured Protected Health Information, Contractor will comply with the applicable provisions of 42 U.S.C. § 17932 and 45 C.F.R. part 164, subpart D, including but not limited to 45 C.F.R. § 164.410.
2. Contractor agrees to notify County of any access, use or disclosure of Protected Health Information not permitted or provided for by this Agreement of which it becomes aware, including any breach as required in 45 C.F.R. § 164.410, or security incident as soon as practicable upon discovery by telephone at 707-784-3198 and hss-compliance@solanocounty.com or 707-784-3198 and will include, to the extent possible, the identification of each Individual whose unsecured Protected Health Information has been, or is reasonably believed by the Contractor to have been accessed, acquired, used, or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of the occurrence, and a description of any remedial action taken or proposed to be taken by Contractor. Contractor will also provide to County any other available information that the Covered entity requests.
3. A breach or unauthorized access, use or disclosure will be treated as discovered by the 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 the Contractor.
4. Contractor will mitigate, to the extent practicable, any harmful effect that results from a breach, security incident, or unauthorized access, use or disclosure of unsecured Protected Health Information by Contractor or its employees, officers, subcontractors, agents or representatives.
5. Following a breach, security incident, or any unauthorized access, use or disclosure of unsecured Protected Health Information, Contractor agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and provide relevant information to the County upon request.
6. Except as provided by law, Contractor agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the County's prior written consent. 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 to be reported to a federal or state agency or that notice be given to media outlets, Contractor will cooperate with and coordinate with County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.
7. Contractor acknowledges that it is required to comply with the referenced rules and regulations as applicable to a Business Associate and that Contractor (including its subcontractors) may be held liable and subject to penalties for its or their failure to comply with such applicable rules and regulations.
8. In meeting its obligations under this Agreement, it is understood that Contractor is not acting as the 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 an independent contractor in providing services pursuant to this Agreement and Exhibit A, Scope of Work.

XIII. TERMINATION OF AGREEMENT


1. Upon termination of this Agreement for any reason, Contractor will return or destroy, at County's sole discretion, all other Protected Health Information received from the County, or created or received by Contractor on behalf of the County; provided, however, that, if it is not feasible to destroy the Protected

Health Information or to return the Protected Health Information to the County, protections shall be extended to such information, in accordance with the provisions of subsection 3 below.

2. Contractor will retain no copies of Protected Health Information P in possession of subcontractors or agents of Contractor, except as provided for in subsection 3 below.
3. Contractor will provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the Protected Health Information is not feasible, Contractor will extend the protections of this Agreement to such Protected Health Information and limit further use and disclosures of such Protected Health Information for so long as the Contractor or any of its agents or subcontractor maintains such information.
4. Contractor agrees to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of Protected Health Information.
5. Contractor agrees to retain records, minus any Protected Health Information required to be returned by the above section, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records will be the last date of encounter, transaction, event, or creation of the record.

CERTIFICATION

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

Phillip Haase 

01/31/2020
12:24 PM EST

Contractor Signature



Solano County

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

Agenda Submittal

Agenda #:	6	Status:	Consent Calendar
Type:	Contract	Department:	Health and Social Services
File #:	20-27	Contact:	Gerald Huber, 784-8400
Agenda date:	02/11/2020	Final Action:	
Title:	Approve a 3 year contract with Jackson & Coker for up to \$1,500,000 to provide locum tenens primary care providers to the County's Family Health Services Clinics from February 11, 2020 through February 10, 2023; and Authorize the County Administrator to execute the agreement		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Contract		

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

DEPARTMENTAL RECOMMENDATION:

The Department of Health & Social Services recommends that the Board approve a 3 year contract with Jackson & Coker for \$1,500,000 to provide locum tenens primary care providers to the County's Family Health Services Clinics from February 11, 2020 through February 10, 2023; and Authorize the County Administrator to execute the agreement.

SUMMARY:

Jackson & Coker provides locum tenens primary care medical providers to clinics upon request and availability. Circumstances arising from ongoing vacancies in medical professional staffing in the County's Family Health Services Clinics have resulted in the need for the requested contract. The services provided by Jackson & Coker will help to fill primary care coverage gaps where sufficient permanent staff is not currently available and allow Health & Social Services to maintain continuity of care and optimize patient flow in the Family Health Services Clinics.

FINANCIAL IMPACT:

There is no additional County General Fund impact associated with the requested contract approval. The FY2019/20 costs of up to \$250,000 are included in the department's FY2019/20 Adopted Budget and the remaining future years' costs will also be included in the department's budget. Funding to cover the cost associated with the contract is provided through Federally Qualified Health Center billing revenue and 1991 Public Health Realignment.

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

DISCUSSION:

Jackson & Coker is a locum tenens agency that provides physician healthcare placement services. The contract with Jackson & Coker will be used to engage locum tenens physicians, nurse practitioners, or physician assistants to provide professional healthcare services in the County's Family Health Services Clinics during periods of staffing shortages. Locum tenens are licensed physicians and healthcare professionals who are Board Certified or Board Eligible.

Implementation of the Affordable Care Act (ACA) provided millions of Americans with health insurance resulting in an increased number of patients for primary care clinics. The increased demand has made recruiting and filling primary care clinician positions difficult. The provider shortage has impacted Solano County and remains a challenge statewide and nationally. Due to vacancies and the higher demand for services since the implementation of the ACA, the need for temporary staffing has increased, resulting in the need for this contract with Jackson & Coker. The recommended contract will help Health & Social Services to fill the primary care coverage gaps and provide adequate coverage while recruitments for current vacancies continue. The Behavioral Health division currently contracts with Jackson & Coker for locum tenens psychiatrists.

ALTERNATIVES:

The Board may choose not to approve the contract with Jackson & Coker to provide placement for primary care staffing. However, this would reduce the department's ability to provide adequate coverage in areas of critical medical need.

OTHER AGENCY INVOLVEMENT:

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

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

CLIENT AGREEMENT

This **CLIENT AGREEMENT** is between **Solano County** ("Client" or "you") and **JACKSON & COKER LOCUMTENENS, LLC** ("J&C", "we" or "us").

1.0 Overview

This Client Agreement provides the terms and conditions regarding the provision to you of locum tenens healthcare providers (each, a "Contractor"). The types of Contractors we will make available to you will be described in one or more Addenda to this Client Agreement entered into from time to time (each, a "Contractor Addendum"). The Contractor Addenda shall also describe the fee structure applicable for such Contractors in addition to other terms regarding such Contractors and shall be a part of this Client Agreement.

2.0 J&C Duties

To assist you in obtaining qualified Contractors, J&C will:

- 2.1** Source, screen and present potential Contractors as appropriate;
- 2.2** Use our best efforts to present Contractors acceptable to you;
- 2.3** Provide for payment to the Contractor(s) for his/her fee(s);
- 2.4** Secure medical malpractice insurance coverage, where required, through our insurance carrier for Contractor(s) arranged by us to provide professional medical services to you or your assigned facility.
- 2.5** Verify or assist in obtaining Contractor licensure, as necessary; and
- 2.6** Allow you or your assigned facility to retain patient revenue generated by any Contractor(s) placed by us.

3.0 Client Duties

To enable us to attract qualified Contractors to your facility, you or your assigned facility will:

- 3.1** Use independent judgment as to a Contractor's qualifications, credentials and background. You acknowledge that the ultimate decision as to a Contractor's qualifications belongs to Client;
- 3.2** Inform J&C within forty-eight (48) business hours if any Contractor presented by J&C is already known to Client. Otherwise, the Contractor will be conclusively presumed to have been introduced by J&C. Client agrees to submit proof of a prior relationship or introduction upon request by J&C.
- 3.3** Supply the Contractor, according to the required specialty, reasonably maintained usual and customary equipment, usual and customary supplies, a suitable practice environment complying with accepted clinical and procedural standards and, as necessary, appropriately trained support staff to enable the Contractor(s) to perform his/her services;
- 3.4** Supply the Contractor the cost of transportation to and from the assigned facility's community (to also include any luggage surcharges), reasonable and acceptable living accommodations outside of the assigned facility, local transportation within the community (rental car or, if a personal vehicle is used, payment based on mileage at the rate allowed by the Internal Revenue Service), and the cost of gasoline used both for local and round trips;
- 3.5** Use your best efforts to promptly obtain hospital privileges for Contractors, when applicable, and pay any and all costs required for Contractor to be credentialed at the assigned facility and to become a member of your or its medical staff, including, but not limited to, costs of medical tests, drug screens, compliance with OSHA requirements and the like. J&C will reasonably assist you with the privilege process, if requested, at your sole cost and expense;
- 3.6** Pay all fees associated with any patient compensation fund as applicable by state;
- 3.7** Pay or reimburse J&C for state/county sales, use, franchise or receipts taxes (as applicable by state) charged against payments to us under this Client Agreement. Client further agrees to pay any expenses related to the state's assessment of any imputed taxes/expenses related to the treatment of Contractors as Independent contractors;
- 3.8** Participate in J&C customer service/risk management activities by reporting, in writing, immediately to us any incident which may lead to a malpractice claim or disciplinary action taken against any Contractor.
- 3.9** Client agrees that it or its assigned facility, will verify at Client's facility the identity of any and all physicians presented by Jackson & Coker LocumTenens.

4.0 Fees

- 4.1** You agree to pay us the specific fees for each Contractor as required on the applicable Contractor Addendum. Such fees are due and payable regardless of the number of cases or modalities performed by the Contractor. Additionally, you agree that: (a) it is your responsibility to ensure all patient charts are completed by the Contractor prior to the Contractor's completion of service, and, (b) failure of verification of patient chart completion does not constitute in any way a reduction or elimination of your responsibility to pay all fees to us as required.
- 4.2** Immediately upon your acceptance of a Contractor, you agree to pay J&C a deposit in the amount of \$15,000. Upon our receipt of your written request, you may apply the remaining balance of a deposit paid for a particular Contractor against payment of the last two invoices for your account relating to that Contractor. In addition, provided that all amounts owed to us are paid in full, upon your written request made within one year of placing the deposit, we will refund the remaining balance of the deposit relating to that Contractor to you.

4.3 You agree to pay J&C an administrative service fee in the amount of \$45.00 for each calendar day during which a Contractor delivers services through patient contact or call availability.

4.4 A premium of one-half of the daily rate will be charged for Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and any other holidays recognized by the assigned facility, regardless of whether services are actually provided on these days (except with prior approval of J&C and the Contractor). Should the Contractor render services/work on the holiday, the premium of one-half of the daily rate will be charged in addition to the full day rate or the actual number of hours worked, whichever is greater. Should the Contractor have call duties on the holiday, the premium of one-half of the daily rate will be charged in addition to the Weekend/Holiday on-call rate.

4.5 You are responsible for verifying and signing Contractor's Service Record on a weekly basis or assuring an authorized representative of the assigned facility does so. A signed service record indicates your agreement that Contractor has properly provided Services for the stated hours and that you will remit payment pursuant to the applicable Contractor Addendum and other applicable provisions of this Client Agreement. If you have a question concerning the Contractor's Service Record, you shall notify J&C within three (3) business days of your receipt of the Service Record in question from the Contractor. After three (3) business days, any and all Service Records(s) will be deemed accurate and valid, and J&C will be entitled to payment of service fees for the time reflected on that Service Record in accordance with the terms hereof.

4.6 Payment for each Service Record period is due immediately upon receipt of an invoice and must be paid within forty-five (45) days.

5.0 Cancellation of Coverage

J&C expends significant time and effort locating Contractors, arranging for coverage, arranging for transportation, and otherwise arranging to meet your staffing needs. The Contractor we place must arrange his/her schedule as far in advance as possible, which may involve foregoing other opportunities. As a result, the following provisions apply with respect to your cancellation of services:

5.1 You may request that a Contractor be removed, or a placement cancelled (a) at any time if the request is based on your reasonable dissatisfaction with the clinical performance or professional conduct of such Contractor or (b) at any time and for any reason, provided that we receive from you at least 30 days prior written notice. If you request that a Contractor be removed, or a placement cancelled under (a) above, written documentation detailing the specific reasons for the request for removal must be received by J&C prior to the Contractor's removal and such documentation must be reasonably satisfactory to us. In the event of a removal or cancellation under (a) or (b) above, you agree to pay us (i) all amounts owed hereunder for locum tenens coverage provided by such Contractor through the effective date of the cancellation, plus, but not being limited to, (ii) full roundtrip transportation, local housing, local transportation, any and all fees and penalties incurred by us or Contractor as a result of having to cancel lease agreements for this assignment, plus, but not being limited to, (iii) all other amounts due directly from you to the Contractor.

5.2 J&C will not, in any event, remove a Contractor from or cancel an assignment for illegal reasons.

6.0 Subsequent Placement, Recruitment or Other Usage of a Candidate

Our locum tenens trial practice option allows you to work with a Contractor prior to entering into a permanent commitment with him/her. Upon payment of the amount set forth below, you may enter into a direct relationship with a Contractor who has worked with you or has been introduced or presented through J&C, following completion of 60 days locum tenens coverage by that Contractor. The recruitment fee is \$45,000 for a physician, and \$35,000 for an advanced practitioner. The recruitment fee is payable for any Contractor introduced to you or the assigned facility by J&C who:

6.1 Accepts a position with you or with the facility where the Contractor was assigned or any facility, organization or group owned or operated by, or affiliated with you or with the assigned facility, whether or not in your or its actual community, within two years of the date the Contractor was introduced or presented, or if the Contractor worked, two years from the last day the Contractor last provided services to or for you; or

6.2 Accepts a position within a 15 mile radius of the facility where the Contractor provided services within two years of the date the Contractor was introduced or presented, or if the Contractor worked, two years from the last day the Contractor last provided services to or for you, if you or the assigned facility personnel assist in obtaining the position or if the Contractor has privileges at any facility, organization or group owned or operated by or affiliated with you or with the assigned facility; or

6.3 Engages in locum tenens coverage for you or any of your affiliates or with the assigned facility, except through J&C, within two years of the date the Contractor was introduced or presented, or if the Contractor worked, two years from the last day the Contractor last provided services to or for you.

6.4 The recruitment fee is due on the first day the Contractor performs any of the services listed above. Pending our receipt of the recruitment fee, paid in full, all locum tenens fees based on the current rates structure will remain in full effect and due through the date on which the recruitment fee is paid in full. The locum tenens fees will NOT be credited against the separate recruitment fee. These obligations will remain in full effect regardless of the date of termination or cancellation of coverage or cancellation of this Client Agreement and whether or not either of us is in breach of any term of this Client Agreement.

In addition, should you elect to interview a candidate introduced to you by J&C for a permanent position, you agree to pay expenses related to that interview.

7.0 Status of Contractors

Contractors are independent contractors of J&C and/or any one of its affiliates (including Jackson & Coker Medical, LLC) and Client. Contractors are not employees, agents or subcontractors of J&C or Client. Because Contractors are independent contractors, neither J&C, nor you, will be responsible for tax withholding or incurring employee social security payments, workers' compensation insurance, unemployment insurance or health insurance. All medical, healthcare, or clinical decisions or actions shall be solely those of the Contractor.

8.0 Standards of Service

J&C is committed to customer satisfaction. You agree to assist J&C in this process by providing us with meaningful feedback by (1) including locum tenens Contractors placed through us in the ongoing quality assurance/risk management programs of your facility, (2) providing necessary materials and reports on the performance of Contractors to J&C's customer service/risk management team, medical director and legal counsel, and (3) advising us within 48 business hours of your notification of any incident or claim involving a Contractor placed through J&C so that we may assist in its resolution.

9.0 Term

9.1 The term of this Client Agreement is for a period of one (1) year and will automatically renew for successive one-year terms unless otherwise terminated as provided herein.

9.2 Client may terminate this Client Agreement for any reason by giving at least thirty (30) days advance written notice of cancellation. Said thirty (30) day period shall commence upon the date of receipt of such notice by J&C. Upon termination of this Client Agreement under this paragraph, you agree to pay us all amounts owed hereunder for locum tenens coverage provided through the effective date of the termination. You also agree to reimburse J&C for any fees and/or charges incurred by us that result from the termination (such as airline penalties for cancellation and rescheduling, non-refundable housing deposits and the like) plus all other non-cancellable amounts which you would have been required to pay or reimburse us for through the remaining term of the then existing locum tenens periods (such as non-cancellable rental or lease costs).

9.3 J&C may terminate this Client Agreement for any reason upon thirty (30) days prior written notice effective upon receipt by Client.

10.0 Mutual Indemnification

10.1 J&C shall defend, indemnify, and hold harmless Client, its affiliates, officers, directors, employees, counsel, agents, and assigns from and against any and all losses, liabilities, damages, costs (including, without limitation, court costs and costs of appeal), and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Damages") caused or alleged to have been caused, directly or indirectly, by or as a result of any breach by us, or any failure, negligence, or willful misconduct by us in connection with our performance, of this Client Agreement.

10.2 Client shall defend, indemnify, and hold harmless J&C, its affiliates, officers, directors, employees, counsel, agents, and assigns from and against any and all Damages caused or alleged to have been caused, directly or indirectly, by or as a result of any breach by Client, or any negligence or willful misconduct by Client in connection with its performance, of this Client Agreement or the provision of medical or health care services by Client or the assigned facility.

11.0 General

11.1 The terms or conditions hereof (including the fees payable hereunder), the identity and/or qualifications of the Contractors, and any other information of J&C which we deem to be proprietary, are confidential and are provided for your internal use only in connection with your performance of this Client Agreement. You agree to not disclose, or discuss, any such information with any third party (including any Contractor) without our express written consent, unless required by law.

11.2 Neither party shall be liable for any damages incurred by reason of any delay in fulfilling its respective obligations under this Client Agreement if such delays are caused by conditions beyond the control of such party, including, but not limited to, governmental restrictions, natural disasters, work stoppages, labor disputes, war or insurrection, or acts of God.

11.3 The failure of either party to exercise any of its rights under this Client Agreement shall not be deemed to be a waiver of such rights.

11.4 This Client Agreement (which includes all attachments hereto, all coverage requests and addenda signed by the parties) is our entire agreement and supersedes all prior agreements between us. It binds us and each of our successors and assigns. This Client Agreement may not be assigned by you without our prior written consent. Any changes must be in writing and signed by both parties. If any provisions of this Client Agreement are found to be invalid, the other provisions will remain in full force and effect.

11.5 This Client Agreement does not create any rights in any person, other than J&C and Client.

11.6 J&C will retain its records and provide governmental authorities access to them consistent with Title 42 of the United States Code Annotated, Section 1395x(v)(1) or other applicable laws.

11.7 All notices, requests, instructions or other documents shall be in writing and shall be effective upon receipt, if given (i) in person or by courier or a courier service, (ii) by telex, facsimile or other wire transmission or (iii) by U.S. mail, certified or registered mail, postage prepaid, or overnight delivery service; addressed as set forth on the signature page.

11.8 This Client Agreement shall be governed by the laws of the State of Georgia.



The effective date of this Client Agreement is February 11, 2020.

CLIENT: Solano County


By: _____
Birgitta E. Corsello
Title: County Administrator

Date: _____

Federal Employer ID:
94-6000538

Notice Address:
2201 Courage Drive MS 9-100
Fairfield, CA 94533
Attn: Jack Nasser
Fax: 707-784-1495

JACKSON & COKER LOCUMTENENS, LLC:

By: Dana Massey 
Dana Massey
Title: Division VP - Government

01/29/2020
03:14 PM EST
Date: _____

Notice Address:
3000 Old Alabama Rd.
Suite 119-608
Alpharetta, GA 30022
Attn: Amanda Moore
Fax: (800)936-4562



Jackson & Coker
3000 Old Alabama Road, Ste. 119-608
Alpharetta, GA 30022
Phone: 800.272.2707
Fax: 800.936.4562

CLIENT AGREEMENT ADDENDUM

This Client Agreement Addendum between **Solano County** ("Client" or "you") and Jackson & Coker LocumTenens, LLC ("J&C", "we" or "us") is hereby amended as follows:

- Delete paragraph 3.4 and add the same language from paragraph 3.4 as a new paragraph 2.7 under section 2.0 J&C DUTIES. J&C pays the costs of round-trip and local transportation and lodging for the Locum Tenens Family Practice and Pediatric physicians.
- Change the numbering for paragraphs 3.5 – 3.10 to 3.4 – 3.9, due to deleting paragraph 3.4.
- Delete paragraph 4.2. The \$15,000.00 deposit is waived.
- Delete paragraph 4.3. The \$45.00 per day administrative service fee is waived.
- In both the third and fourth sentences of paragraph 4.5, change "three (3) business days" to "Five (5) business days"
- In paragraph 6.0, the recruitment fee of "\$45,000 for a physician and \$35,000 for an advanced practitioner" is hereby changed to "\$20,000.00 for each physician, nurse practitioner, physician assistant, or CRNA".
- In paragraph 9.1, delete "one (1) year and will automatically renew for successive one-year terms" and replace it with "three (3) years beginning 02/11/2020-02/10/2023".
- In paragraph 11.8, delete "Georgia" and replace it with "California".
- Add a new paragraph 11.9 as follows:
Compensation will be a maximum of one million five hundred thousand dollars (\$1,500,000) over three years, not to exceed \$500,000 per year beginning 02/11/2020 – 02/10/2023.

PAYMENT PROVISIONS

METHOD OF PAYMENT

Upon submission of a Solano County vendor claim and an invoice by Contractor, and upon review and approval of County's representative, County will pay Contractor monthly in arrears for fees and expenses incurred the prior month, or upon demonstrated completion of deliverables, as applicable, up to the maximum amount of one million five hundred thousand dollars (\$1,500,000) over three years. Each invoice must specify services rendered, date of service and the accrued charges. Contractor must document all expenses submitted to County for payment under this Contract by maintaining complete and accurate records of all financial transactions related to the services performed under this Contract including, but not limited to, invoices, receipts, time sheets, itemized costs lists, and other official documentation that sufficiently support all charges under this Contract. No late fees will be paid.

This Client Agreement Addendum shall be governed by the laws of the State of California.

The effective date of this Client Agreement is February 11, 2020.

CLIENT: Solano County

By: _____

Birgitta E. Corsello
Title: County Administrator

Date: _____

Federal Employer ID:
94-6000538

Notice Address:
2201 Courage Drive MS 9-100
Fairfield, CA 94533
Attn: Jack Nasser
Fax: 707-784-1495

JACKSON & COKER LOCUMTENENS, LLC:

By: Dana Massey 

Dana Massey
Title: Division – VP Government
01/29/2020
03:14 PM EST

Date: _____

Notice Address:
3000 Old Alabama Rd.
Suite 119-608
Alpharetta, GA 30022
Attn: Amanda Moore
Fax: (800)936-4562



Jackson & Coker
3000 Old Alabama Road, Ste. 119-608
Alpharetta, GA 30022
Phone: 800.272.2707
Fax: 800.936.4562

COVERAGE REQUEST - Addendum to Client Agreement

Client Name: County of Solano

OrderID: 71924

Client Contact: Anna Mae Gonzales-Smith

J&C Client Consultant: Lauren Hill

Malpractice Insurance Provided By: J & C

Range of Coverage: 02/11/2020-02/10/2021

Specialty: Family Practice


Daily \$175.00 - \$185.00 Per Hour - All rates include travel, lodging, and malpractice insurance.

Unless otherwise stated above, rates do not apply to in-house call coverage or to holidays when a Contractor is not scheduled to work or to take call.

This Addendum is made part of the Client Agreement dated: 02/11/2020.

Jackson & Coker LocumTenens, LLC
Authorized Representative:

Client: County of Solano
275 Beck Ave. MS 5-200
Fairfield CA 945336804

Signature: Dana Massey 
Date: 01/29/2020
03:14 PM EST

Client Signature: _____
Date: _____



Jackson & Coker
3000 Old Alabama Road, Ste. 119-608
Alpharetta, GA 30022
Phone: 800.272.2707
Fax: 800.936.4562

COVERAGE REQUEST - Addendum to Client Agreement

Client Name: County of Solano

OrderID: 71928

Client Contact: Anna Mae Gonzales-Smith

J&C Client Consultant: Lauren Hill

Malpractice Insurance Provided By: J & C

Range of Coverage: 02/11/2020-02/10/2021

Specialty: Pediatrics


Daily \$170.00 - \$200.00 Per Hour - All rates include travel, lodging and malpractice insurance

Unless otherwise stated above, rates do not apply to in-house call coverage or to holidays when a Contractor is not scheduled to work or to take call.

This Addendum is made part of the Client Agreement dated: 02/11/2020

Jackson & Coker LocumTenens, LLC
Authorized Representative:

Client: County of Solano
275 Beck Ave. MS 5-200
Fairfield CA 945336804

Signature: Dana Massey 
Date: 01/29/2020
03:14 PM EST

Client Signature: _____
Date: _____



Solano County

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

Agenda Submittal

Agenda #:	7	Status:	Consent Calendar
Type:	Report	Department:	District Attorney
File #:	20-76	Contact:	Lori Frank, 784-7635
Agenda date:	02/11/2020	Final Action:	
Title:	Accept the Solano Partnership Against Violence Advisory Board's FY2020 - 2022 Strategic Plan		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Strategic Plan		

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

Public Hearing Required? Yes ____ No X

DEPARTMENTAL RECOMMENDATION:

The department recommends the Board accept the Solano Partnership Against Violence Advisory Board's FY2020 - 2022 Strategic Plan.

SUMMARY:

The Solano Partnership Against Violence (SPAV) serves as an advisory board to the County Board of Supervisors and makes recommendations to the Board regarding policies, legislation, and funding related to family violence issues. They promote awareness and encourage collaboration towards a systematic approach to ending family violence in Solano County. In order to support these efforts, SPAV has developed a new Strategic Plan for FY2020-2022 to improve local prevention and intervention efforts on all issues of family and interpersonal violence in Solano County.

FINANCIAL IMPACT:

There is no General Fund impact associated with acceptance of the SPAV FY2020 - 2022 Strategic Plan. However, the Office of Family Violence Prevention (OFVP), administered by the District Attorney's Office, received 86.0% or \$673,731 of its funding for FY2019/20 from the General Fund. Because OFVP provides the staffing to SPAV as written in the SPAV By Laws, any costs associated with preparing the agenda item and said staff support is indirectly absorbed through the General Fund. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

DISCUSSION:

SPAV was created in 1991 as a group of concerned professionals who convened monthly brown bag lunch meetings to discuss improving service delivery by public and private agencies to those affected by domestic violence. In 1995, it became the County's domestic violence task force planning body and was designated an

independent entity operating as a Countywide task force on family and domestic violence by the Board of Supervisors in 1996. It was further designated as the Solano County Domestic Violence Prevention Council by the Board in August 1999, becoming eligible for County staff assistance, and thus began its relationship with the District Attorney's OFVP. In August 2007, SPAV underwent a significant change in its membership, and this group established SPAV's first Strategic Plan, which was presented to the Board in June 2008.

The Strategic Plan was revised in June 2014, and has served SPAV for many years; however, it is now in need of current revisions to better meet the current needs of Solano County.

To assist SPAV members in developing a new plan, they began by hosting a community roundtable forum on September 18, 2018, with keynote speakers (now) Board Chairwoman Erin Hannigan and District Attorney Krishna Abrams. This was a successful and collaborative effort to gather information from county agencies, organizations and residents in developing strategies and objectives to include: reducing systems access barriers to victims of family violence; addressing family intervention and prevention by using an evidence-based best-practice approach; advocate and ensure that adequate "Safe Housing" options are accessible to survivors of family violence; provide quality assurance using a universal satisfaction survey; and leveraging county resources by identifying, coordinating and connecting public and private sector resource opportunities.

From this Roundtable, SPAV established an Action Plan that was presented to and received by the Board of Supervisors on May 7th, 2019. The Action Plan was a tool to assist SPAV in developing its new Strategic Plan, which they committed to present to the Board in 2020.

SPAV's Executive Committee consisting of Chair Jenalee Dawson, Vice Chair Sandra Lee, and Secretary/Treasurer Tiffani Thomas led the development of the Strategic Plan, using the Action Plan as a basis, as well as input provided at the previous year's SPAV meetings. Through in-person meetings and email correspondence, the Executive committee established a working draft that was presented to the entire SPAV membership in October 2019. After receiving feedback and making revisions, the final Plan was approved by the full SPAV Board in January 2020.

SPAV's Strategic Priorities for FY2020-2022 are: 1) Develop knowledge and awareness; 2) Reduce systems access barriers for victims of interpersonal violence who encounter cultural, language, and other obstacles to securing support services; 3) Build on the foundations; and 4) Coordinate whole community response. Through these priorities, SPAV strives to achieve the following goals: 1) Strengthen engagement across community sectors to develop knowledge and awareness of what interpersonal violence is and how it can be prevented; 2) To have a more in-depth understanding of all agency role and responsibilities, interagency communication/coordination procedures, referral criteria, etc. to help identify options for translation services, cultural diversity training and other strategies to improve responsiveness to underserved populations in Solano County; 3) To develop a solid knowledge base and take an active role in the informed recommendations of support for the establishment of prevention activities and programs across the county, including support of current legislative and funding opportunities in the prevention and intervention of violence; and 4) Promote interagency Federal, State, and local coordination, including Tribes, faith-based, and community organizations, to facilitate families' access to services and help them navigate systems of care across the full spectrum of family needs, including housing, education and training, healthcare, child care, social services, and economic supports.

A sub-committee will be established to regularly assess progress on the four priorities and present its findings to the SPAV Board. If a priority is in danger of not being met, strategies will be identified to correct course. The overall Plan will be reviewed and revised biannually to ensure continuous alignment with the Mission and Vision, and that it is achievable within available resources.

SPAV requests that the Board accept its FY2020 - 2022 Strategic Plan for the purpose of guiding members of

the partnership and their vision for improving local efforts to address issues involving family and interpersonal violence.

ALTERNATIVES:

The Board could choose not to accept the Strategic Plan; however, this alternative is not recommended as the Board has designated SPAV as its advisory body on family and interpersonal violence issues and the Plan will assist SPAV in making sound, evidence-based recommendations.

OTHER AGENCY INVOLVEMENT:

The OFVP, Solano Family Justice Center (also administered by the District Attorney's Office), and many other agencies, organizations and non-profits in Solano County attend SPAV Advisory Board Meetings for the purpose of contributing valuable input on behalf of family and interpersonal violence issues in Solano County, and this input was used in development of SPAV's 2020-2022 Strategic Plan.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano Partnership Against Violence
604 Empire Street Fairfield, CA 94533
707-784-7635

SPAV Advisory Board Members

Executive Members

Chair

Jenalee Dawson

District 3 Rep.

Vice-Chair

Sandra Lee

Victim Advocate

Secretary/Treasurer

Tiffani Thomas

Solano Courts

Members At Large

Josette Lacey

District 1 Rep.

Viola Robertson

District 2 Rep.

Christina Baird

District 5 Rep.

Nicole Howell

Ombudsman of Solano &

Contra Costa

Dr. Mihri Inal Cakir

Educator

Brenna Benjamin,

Northbay Medical

Heather Sanderson

Fairfield PD/ PAL

Cora Young

Congressman Mike

Thompson

Wendy Loomas

Health & Social Services

Cynthia Williams

CASA / City of Fairfield

Lisette Estrella- Henderson

Solano County Office of

Education

February 11, 2020

Dear Solano County Board of Supervisors:

Solano Partnership Against Violence (SPAV) is pleased to present to the Solano County Board of Supervisors the following "Strategic Plan" for 2020/2022. The Strategic Plan was developed based on the evaluation and collection of community input we have collected in the past year from local community organizations, county affiliates, and advocates who provide services or have been personally impacted by violence.

Note: (This is the first Strategic Plan submitted to the Board of Supervisors with the current SPAV Members at Large)

Membership

SPAV has over 30 community partners and affiliates who attend regular monthly meetings of its 15-member board in support of its collaborative efforts as the advisory board to the Solano County Board of Supervisors. Current agencies represented by the membership include the Solano County Office of Education, Healthcare Providers, and social service agencies. These meetings are subject to the Brown Act and Robert's Rules of Order.

SPAV does not currently receive any funding but does receive administrative staff support from the Office of Family Violence Prevention (OFVP). OFVP acts as a liaison between SPAV and county departments, functions, and resources, for the purpose of carrying out SPAV's goals. This can include administrative support for the purpose of facilitating member recruitment, facilitating Board of Supervisors agenda items, mandatory trainings, taking minutes, posting and distributing meeting agendas, providing necessary and appropriate meeting space and supplies, as well as other support services as needed, at the discretion of the Director of the Office of Family Violence Prevention. With this support, SPAV has been successful over the past few years in educating themselves on services, programs, and resources in the community, and partnering with numerous agencies to provide outreach and awareness.





History

Solano Partnership Against Violence (SPAV) was originally formed in 1991 as a group of concerned professionals who convened monthly brown bag lunch meetings to discuss improving service delivery by public and private agencies to those affected by domestic violence. In 1995, it became the County's domestic violence task force planning body and was designated an independent entity operating as a Countywide task force on family and domestic violence by the Board of Supervisors (BOS) in April 1996. It was further designated as the Solano County Domestic Violence Prevention Council by the Board in August 1999, becoming eligible for County staff assistance, and thus began its relationship with the County's Office of Family Violence Prevention.

In August 2007, SPAV underwent a significant change in membership, and the new group drafted a Strategic Plan to address priorities that was presented to the Board in June 2008. Today, the purpose of SPAV is to develop a more comprehensive and systemic approach to ending family violence in Solano County. It is a collaborative group of professionals interested in addressing issues pertaining to the prevention, detection, and intervention of family violence in Solano County. Our vision is to engage all members of the community in heightened awareness and collaboration; to transform Solano County into a safe, violence-free place.

Background of the Plan

In February 2019, the SPAV approved an Action Plan to use as a tool to develop a new Strategic Plan that would better serve the current needs of Solano County, as the existing Strategic Plan was completed in 2008. The Action Plan was presented to the Board of Supervisors in May 2019, with a commitment to return in 2020 with a new Strategic Plan.

SPAV's executive committee, consisting of Chair Jenalee Dawson, Vice-Chair Sandra Lee, and Secretary/Treasurer Tiffani Thomas, worked diligently via e-mail and three in-person meetings to develop notes and recommendations received from the full SPAV Board over the previous year. The draft was brought back to the Board in October 2019 for comment and after several revisions, the Strategic Plan was brought to membership in January 2020, when it was approved by the Board.

SPAV's goal is to continue holding roundtable forums, where efforts can clearly identify the current problems as they pertain to violence prevention and intervention and define overall





solutions to build a strong implementation and plan grounded in strategy. Together, we will build community-wide momentum and be actively engaged in preventing violence in Solano County.

This report is presented to the Solano County Board of Supervisors for providing information on our new proposed Strategic Plan in which we would like to move forward for FY 2020-2022.

Respectfully,

Jenalee Dawson, SPAV Chair





In fulfillment of The Solano Partnership Against Violence (hereafter SPAV) mission to develop a more comprehensive approach to ending family violence in Solano County consistent with the Board of Supervisors policies, SPAV presents our Strategic Plan FY 2020-2022.

BACKGROUND:

The Solano Partnership Against Violence, hereafter referred to as SPAV, is an advisory board to the Solano County Board of Supervisors. The purpose of SPAV is to develop a more comprehensive and systemic approach to ending family violence in Solano County. SPAV is a collaborative group of professionals interested in addressing issues pertaining to the prevention, detection and intervention of family violence in Solano County.

VISION:

To engage all members of the community in heightened awareness and collaboration; to transform Solano County into a safe, violence-free place.

PURPOSE:

The Solano Partnership Against Violence (SPAV) exists for the purposes of:

- a) Providing a forum for interagency cooperation and coordination in the prevention, detection, treatment and legal processing of family violence cases;
- b) Promoting public awareness of family violence and the resources available for intervention and treatment;
- c) Providing the Board of Supervisors with policy, legislative and funding recommendations;
- d) Encouraging and facilitating training of professionals in detection, treatment, and prevention of family violence;
- e) Recommending improvements in services to families and children;
- f) Encouraging and facilitating community support for family violence prevention programs; and
- g) Facilitating better integration of family violence prevention services within Solano County.





Addressing Interpersonal Violence A Whole Community Approach Framework

Interpersonal violence affects the whole community and requires a whole community response that involves individuals and organizations across all sectors of the community, not just action by service providers. It is preventable, but there is no quick fix. Prevention of interpersonal violence requires change to intergenerational beliefs and social behaviors that are entrenched in our culture, communities and daily lives. It is a long-term undertaking that requires sustained, unified effort by the whole community into the future.



SPAV STRATEGIC PRIORTIES:

- Develop Knowledge and Awareness.
- Reduce systems access barriers for victims of interpersonal violence who encounter cultural, language and other logistical obstacles to securing support services.
- Build on the Foundations.
- Coordinate Whole Community Response.





STRATEGIC PRIORITY I

Develop Knowledge and Awareness

Strategies:

- Conduct Community Violence Prevention Annual Partner Roundtable.
- Support & collaborate with public awareness campaigns and events that address the mission of SPAV.
- Support the development of healthy relationships, anti-bullying, and emotional well-being programs to the broader community.
- Identify focus areas for project development through community engagement activities such as focus groups.
- Raise awareness through a variety of media, social media and social marketing techniques.

Goal:

Focus on strengthening engagement across community sectors to develop knowledge and awareness of what interpersonal violence is and how it can be prevented.





STRATEGIC PRIORITY II

Reduce System Access Barriers

Strategies:

- Promote and support a continued collaboration between community and non-profit organizations, to combine their resources to create a system of services that is more complete, integrated, and better meets the needs of victims and survivors.
- Continuously evaluate and assess all relationships with internal and external partners with a focus on efficient alignment, leverage, and shared measurement.
- Support and promote the development and implementation of a comprehensive, easily accessible community resource guide to secure support services, reduce system access barriers, culturally and logistically.

Goal:

To have a more in-depth understanding of all agency role and responsibilities, interagency communication/coordination procedures, referral criteria, etc. to help identify options for translation services, cultural diversity training and other strategies to improve responsiveness to underserved populations in Solano County.





STRATEGIC PRIORITY III:

Build On The Foundations

Strategies:

- Promote the implementation and publishing of Client Satisfaction surveys from all local agencies involved in family violence services.
- Support and promote direct participation programs that deepen the knowledge and capacity of the community members and organizations: i.e. (*Bystander programs, Emotional well-being programs, Shared parenting programs, Anti-bullying programs, Workplace programs, Women's empowerment initiatives*).
- Strengthen SPAV's organizational structure to support the implementation of the strategic goals.
- Provide opportunities for members and community partners to engage, network, and share expertise, and survivor engagement, networking and sharing of expertise.

Goal:

To develop a solid knowledge base and take an active role in the informed recommendations of support for the establishment of prevention activities and programs across the county. This should include supporting current legislative and funding opportunities in the prevention and intervention of violence.





STRATEGIC PRIORITY IV:

Coordinate Whole Community Response

Strategies:

- Support empowerment projects that increase self-determination and address structural inequities such as social enterprise programs that encourage economic independence, and programs that encourage collaborative community led action.
- Expand and share knowledge about important abuse intervention models to enhance evidence-based services among community providers.
- Support and promote LGBTIQ+ targeted initiatives, including communication and engagement campaigns focused on raising awareness, removing stigmas around reporting and seeking help, and promoting help and support services.
- Support and advocate for local schools to embed Respectful Relationships education and build a culture of respect and gender equity by promoting a whole school approach and building teacher capacity to deliver Respectful Relationships education.
- Support, advocate, and enhance knowledge and awareness about preventing elder maltreatment, and promote and support elder justice initiatives.

Goal:

Promote interagency Federal, State, and local coordination, including through Tribes and faith-based and community organizations, to facilitate families' access to services and help them navigate systems of care across the full spectrum of family needs, including housing, education and training, healthcare, child care, social services, and economic supports.





CONTINUOUS SPAV PRIORITY:

Review the Organizational Structure of Solano Partnership Against Violence (SPAV) to assess its effectiveness and revise as warranted.

Considerations include:

- a. formalization of membership selection criteria and appointments;
- b. clarification of roles and expectations of committee participants;
- c. evaluation of meeting structure and frequency;
- d. establishment of annual goal setting processes for committees and teams;
- e. clarification of team leadership roles and succession planning.

Review and revise the Strategic Plan every 2 years to ensure continuous alignment of strategic goals and resources with the Mission and Vision.





Strategic Initiatives Roadchecks

Staff and advisory board members should periodically meet to review progress on the entire Strategic Plan. A sub-committee with board members, community affiliates and staff support should do a quick assessment on progress of strategic initiatives.

- Team roadchecks should be held periodically for each of the four strategic initiatives and provide a forum where a quick assessment of progress can be made.
- The strategic initiatives are reviewed quickly for key milestones met, or milestones in danger of not being met – “roadblocks.”
- Identify items in danger of not being met and make immediate assignment to a point person who can identify strategies for a course correction. The problem is not typically solved in the course of the meeting, but a clear point person is identified to examine more carefully and put a plan in place.





Solano County

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

Agenda Submittal

Agenda #:	8	Status:	Consent Calendar
Type:	Appointment	Department:	Clerk of the Board of Supervisors
File #:	20-121	Contact:	Jeanette Neiger, 784-6125
Agenda date:	02/11/2020	Final Action:	
Title:	Approve the reappointment of Brian T. Chikowski to serve as a regular member to the Solano County Assessment Appeals Board for a term to expire on September 5, 2022		
Governing body:	Board of Supervisors		
District:	All		
Attachments:			

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

DEPARTMENTAL RECOMMENDATION:

Approve the reappointment of Brian T. Chikowski to serve as a regular member to the Solano County Assessment Appeals Board (AAB) for a term to expire on September 5, 2022.

SUMMARY/DISCUSSION:

The Solano County Assessment Appeals Board (AAB) was created in January 1992 by County Ordinance 1412. The AAB is charged to hear all matters pending before the Solano County Board of Equalization. The AAB consists of five members (three regular AAB members and two alternates). Per Revenue and Taxation Code section 1624 et seq., AAB members are to have a minimum of five years of professional experience in California as a certified public accountant or public accountant, a licensed real estate broker, an attorney, or a property appraiser. Serving on the AAB requires reviewing monthly agenda items and dedicating approximately half a day per month to the County to hear appeals on residential and commercial property.

Mr. Chikowski is currently a practicing attorney in the areas of real estate, business and estate planning and has expressed an interest in serving another term on the Assessment Appeals Board. Mr. Chikowski has served on the AAB since September 14, 2004, when he was first appointed by the Board of Supervisors.

FINANCIAL IMPACT:

As approved by the Board of Supervisors on March 23, 2004, members of the Assessment Appeals Board are eligible for compensation of \$100 per half day or \$200 for a full day. If a hearing runs consecutive days due to a complex assessment appeal, members receive \$400 per day. In addition, members receive \$25 per hour for document review and preparation time for assessment appeal cases. Assessment Appeals Board stipends are budgeted in the Clerk of the Board Division within the County Administrator's Office departmental budget.

The costs associated with preparing the agenda item are nominal and absorbed by the Clerk of the Board's FY2019/20 Adopted Budget.

ALTERNATIVES:

The Board could choose to make an alternate appointment or request a new recruitment.



Solano County

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

Agenda Submittal

Agenda #: 9
Type: Appointment
File #: 20-118
Agenda date: 02/11/2020
Status: Consent Calendar
Department: District Attorney
Contact: Lori Franks, 784-7635
Final Action:
Title: Approve the appointment of Hassan Sabbagh as a member-at-large to the Solano Partnership Against Violence (SPAV) Advisory Board for a 2-year term to expire on February 11, 2022; Approve the appointment of Karenda Stinnett as a member-at-large to the SPAV Advisory Board for a 3-year term to expire on February 11, 2023; and Approve the reappointment of Cynthia Williams as a member-at-large to the SPAV Advisory Board for a 3-year term to expire on February 11, 2023
Governing body: Board of Supervisors
District: All
Attachments:

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

DEPARTMENTAL RECOMMENDATION:

The District Attorney's Office of Family Violence Prevention (OFVP) and the Executive Committee of the Solano Partnership Against Violence (SPAV) recommends the Board approve the appointments to the SPAV Advisory Board as follows:

- Appointment of Hassan Sabbagh, Executive Director of non-profit organization Nature of Sound, as a member at-large (professional affiliation) for a 2-year term through February 11, 2022; and
- Appointment of Karenda Stinnett, Deputy Director of Solano Advocates for Victims of Violence (SAVV), as a member at-large (non-professional affiliation) for a 3-year term through February 11, 2023; and
- Reappointment of Cynthia Williams, City of Fairfield- Parks & Recreation and CASA, as a member at-large (non-professional affiliation) for a 3-year term through February 11, 2023.

SUMMARY/DISCUSSION:

The Solano Partnership Against Violence (SPAV) is an advisory board to the Board of Supervisors and as such, its members are appointed by the Board of Supervisors. The requested appointments are consistent with the SPAV bylaws which were approved by the Board on November 6, 2007.

Membership consists of 15 voting members from professional and non-professional categories that may include health care, faith-based and social service agency representatives, as well as appointees designated by individual members of the Board of Supervisors to represent their respective Districts. Members with a professional affiliation may be appointed for a 2-year term, and those with a non-professional affiliation may be appointed for a 3-year term

SPAV became an advisory board of the Board of Supervisors in 1999 and is tasked with promoting awareness of family violence issues and with helping to develop a comprehensive, systematic approach to ending family violence in Solano County.

The OFVP continues to work with SPAV to fill vacancies by contacting local agency representatives, providing networking opportunities at SPAV meetings, reviewing letters of request for appointment, and including member recruitment information on the OFVP web page. The membership of SPAV is continuously recruiting to fill vacancies and appreciates Board of Supervisors efforts in assisting to fill vacancies. With approval of the two new appointments and one reappointment, 14 of the 15 voting memberships will be filled.

FINANCIAL IMPACT:

There is no General Fund impact associated with the appointment of SPAV members. The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

ALTERNATIVES:

The Board of Supervisors could choose not to appoint some or all these individuals to SPAV; however, this is not recommended as they have shown a desire to help reduce family violence in Solano County and are willing to be active participants on the advisory board.

OTHER AGENCY INVOLVEMENT:

The Solano Partnership Against Violence (SPAV) is an inter-agency collaborative focused on developing a comprehensive and systematic approach to end family violence in Solano County.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION



Solano County

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

Agenda Submittal

Agenda #:	10	Status:	Regular Calendar
Type:	Report	Department:	Auditor-Controller
File #:	20-86	Contact:	Phyllis Taynton, 784-6288
Agenda date:	02/11/2020	Final Action:	
Title:	Receive a presentation and accept the following reports for the fiscal year ended June 30, 2019: Solano County Comprehensive Annual Financial Report (CAFR), Report to the Board of Supervisors, Report to Management and the Single Audit Report; and the Report on Applying Agreed-Upon Procedures (AUP, GANN Limit) for the fiscal year ended June 30, 2020		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Link to the FY2018/19 CAFR, B - Report to the Board of Supervisors, C - Report to Management, D - Single Audit, E - GANN Limit (AUP), F - Presentation		

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

DEPARTMENTAL RECOMMENDATION:

The Auditor-Controller's Office (ACO) recommends that the Board of Supervisors receive a presentation and accept the following reports for the fiscal year ended June 30, 2019: 1) Solano County Comprehensive Annual Financial Report (CAFR); 2) Report to the Board of Supervisors; 3) Report to Management; 4) Single Audit Report; and 5) Report on Applying Agreed-Upon Procedures (AUP, GANN Limit) for the fiscal year ended June 30, 2020.

SUMMARY:

In accordance with Government Code §25250 and pursuant to the contract terms approved by the Board of Supervisors on April 3, 2018, Eide Bailly, L.L.P. (formerly Vavrinek, Trine, Day & Co., L.L.P.), CPAs, conducted the audit of the following reports: 1) Comprehensive Annual Financial Report (CAFR); 2) Report to the Board of Supervisors; 3) Report to Management; 4) Single Audit Report (all four reports are for fiscal year ended June 30, 2019); and 5) Report on Applying Agreed-Upon Procedures (AUP, GANN Limit) for the fiscal year ended June 30, 2020.

For the fiscal year ended June 30, 2019, the County received an unmodified opinion (clean opinion) on the CAFR. The Report to the Board of Supervisors did not note any significant or material audit matters. The Single Audit Report on internal controls over financial reporting did not identify any matters. The Single Audit Report on compliance identified three findings discussed below. The AUP, GANN Limit Report noted no exceptions.

Consistent with prior years, the Auditor-Controller's Office believes the current CAFR continues to meet the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial

Reporting and has submitted it to the GFOA for consideration for this award.

FINANCIAL IMPACT:

The costs associated with preparing the agenda item are nominal and absorbed by the department's FY2019/20 Adopted Budget.

DISCUSSION:

Comprehensive Annual Financial Report

The ACO prepares the Comprehensive Annual Financial Report (CAFR). The CAFR includes an introductory section, a financial section, and a statistical section.

The *introductory section* provides general information on the County's structure, awards received and personnel as well as information useful in assessing the County's financial condition (pages 1-12).

The *financial* section (pages 13-142) contains the independent auditor's report, Management's Discussion and Analysis (MD&A, pages 19-30), the basic financial statements and required supplementary information.

Basic financial statements are defined as government-wide financial statements (pages 33-35), fund financial statements (pages 36-44), and notes to the financial statements (pages 45-99).

The focus of the government-wide financial statements is to report the extent to which the government has met its operating objectives, using all resources available for that purpose. The focus of the fund financial statements is to demonstrate the government's actions in the current period have complied with the public decisions in raising and spending the public funds within the budgetary cycle. The notes to the financial statements describe policies and additional detail or explanations concerning amounts in the financial statements.

The required supplementary information presents the schedules of changes in net pension liability and related ratios for the defined benefit pension plans (pages 103-104) and schedules of changes in net Other Postemployment Benefits (OPEB) liability and related ratios for the OPEB plan (page 105). Also, this section presents the County's budgetary comparison schedules for the General Fund (page 106) and all major special revenue funds (pages 107-108). The combining statements in connection with non-major governmental and internal service funds are presented immediately following the required supplementary information (pages 111-142).

The *statistical section* (pages 143-167) provides a broad range of trend data covering key financial indicators from the past 10 years. It also contains demographic and miscellaneous data useful in assessing the County's financial condition.

Areas of interest in the CAFR include the MD&A, the detailed note disclosures on cash and investments (pages 61-69), long-term obligations (pages 77-81), fund balance classifications (page 83), employee retirement plans (pages 85-92), and Post Employment Health Care Benefits (pages 92-95).

Additionally, the County's unfunded pension liability and pension activities are presented in the County's government-wide financial statements, note disclosures and supplementary schedules in accordance with the *Governmental Accounting Standards Board (GASB) Statement No. 68, Accounting and Financial Reporting of Pensions - an amendment of GASB Statement No. 27*.

The County's Net Pension Liability of \$522,135,485 (\$392,453,735 for the Miscellaneous Plan and \$129,681,750 for the Safety Plan, excluding the Courts and Fair) is presented in the Statement of Net Position (page 33). This is a net decrease of \$9,741,000 from prior year's net pension liability of \$531,876,485. Additional detail and pension information is disclosed in the pension footnote (pages 85-92).

The County's unfunded OPEB liability and OPEB activities are presented in the County's government-wide financial statements, note disclosures and supplementary schedules in accordance with the Government Accounting Standard Boards (GASB) Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*.

The County's Net OPEB Liability of \$21,373,000 is presented in the Statement of Net Position (page 33). This amount is a net decrease of \$1,515,955 from prior year's net OPEB obligation of \$22,888,955. Additional detail and OPEB information is disclosed in the OPEB footnote (pages 92-95).

Report to the Board of Supervisors

The Report to the Board of Supervisors communicates any significant audit matters and other information containing audited financial statements. There were no significant material audit matters reported.

Report to Management

The Report to Management communicates weaknesses in internal controls and related matters identified in the audit that warrant communication to management but are not material weaknesses in internal controls. The report identified the following instances that warrant communication to management. Managements' responses are included:

- 1) Purchasing Authorization - Registrar of Voters/Department of Information Technology
- 2) Debt Service Payment Requirement - Solano County Fair
- 3) Segregation of Duties: Journal Entry Review - General Accounting Division of the Auditor-Controller's Office

Single Audit Report

The Single Audit Report is comprised of:

- 1) Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards. The report did not identify any matters. The County received an unmodified opinion (clean opinion) for this report.
- 2) Independent Auditors' Report on Compliance for each major Federal program; Internal Control over Compliance; and the Schedule of Expenditures of Federal Awards (SEFA) required by the Uniform Guidance. The County received an unmodified opinion (clean opinion) for this report. The report did not identify any deficiencies in internal control over compliance that are considered to be material weaknesses or that would have modified each major program as reported; however, the auditing procedures disclosed three instances of non-compliance required to be reported and described in the schedule of findings:
 - a. Youth Program Work Experience, WIOA Cluster - the Workforce Development Board (WDB) of the County did not spend the minimum 20% of Youth Activity funds allocated under the grant agreement on paid and unpaid work experiences. WDB has implemented corrective actions

strengthening its procedures to comply with program requirements.

- b. Temporary Assistance for Needy Families Program, TANF Cluster - the County did not complete timely redeterminations of eligibility requirements for the program and lack of documentation of eligibility. The affected department has implemented corrective actions strengthening its procedures to improve timeliness and documentation.
- c. Temporary Assistance for Needy Families Program, TANF Cluster - the County lacked documentation of risk assessment and subrecipient monitoring and corresponding results. The affected department has implemented corrective actions strengthening its procedures to improve monitoring and documentation.

Report on Applying Agreed-Upon Procedures (GANN Limit)

The Report on Applying Agreed-Upon Procedures (AUP, GANN Limit) communicates the procedures performed on the County's computation of the Gann Appropriations Limit for the fiscal year ending June 30, 2020. The report noted no exceptions.

The preparation of these reports would not have been possible without the dedication of the Auditor-Controller's staff. The ACO would like to specifically recognize Adrienne Clark, Jennifer Laron, Debbie Pierce, Ernestine Villanueva and Rebecca Fortune for their commitment and hard work. Credit must also be given to the County Administrator and the Board of Supervisors for their support in maintaining the highest standards of professionalism in the management of the County's finances. In addition, the ACO also like to thank other County departments for their cooperation and outstanding support in the preparation of these reports.

ALTERNATIVES:

The Board of Supervisors could elect not to accept the audit reports as presented; however, this alternative is not consistent with sound public policy and is therefore not recommended.

OTHER AGENCY INVOLVEMENT:

The ACO was the liaison between the external auditors, Eide Bailly, L.L.P. and other County departments, including the Workforce Development Board. As the liaison, the ACO coordinated test work and meetings with County departments, facilitated access to financial system (OneSolution) reports and supporting documentation, etc. Prior to the final issuance of the various reports, the ACO invited staff from the County Administrator's Office, the Grand Jury, and County departments to meet with Eide Bailly, L.L.P., to review and discuss the contents of the various audit reports.

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

Due to file size, the following document can be accessed via the link below, in addition to being on file with the Clerk of the Board

1. [18/19 CAFR FINAL](#)



December 18, 2019

To the Board of Supervisors
County of Solano, California

We have audited the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate discretely presented component units and the aggregate remaining fund information of the County of Solano, California (County) as of and for the year ended June 30, 2019, and have issued our reports thereon, as indicated below:

Reporting Entity:

Comprehensive Annual Financial Report
Solano First 5 Children and Families Commission

Audit Report Date:

December 18, 2019
October 3, 2019

We will also issue our report on the County's Compliance with Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance. We expect to issue our report prior to January 31, 2020.

Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit under Generally Accepted Auditing Standards and *Government Auditing Standards* and our Compliance Audit under the Uniform Guidance

As communicated in our letter dated April 17, 2019, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America and to express an opinion on whether the County complied with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the County's major federal programs. Our audit of the financial statements and major program compliance does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the County solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

Our responsibility, as prescribed by professional standards as it relates to the audit of the County's major federal program compliance, is to express an opinion on the compliance for each of the County's major federal programs based on our audit of the types of compliance requirements referred to above. An audit of major program compliance includes consideration of internal control over compliance with the types of compliance requirements referred to above as a basis for designing audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, as a part of our major program compliance audit, we considered internal control over compliance for these purposes and not to provide any assurance on the effectiveness of the County's internal control over compliance.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding internal controls during our audit in our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* dated December 20, 2019. We will also provide our comments regarding compliance with the types of compliance requirements referred to above and internal controls over compliance during our audit in our Independent Auditor's Report on Compliance with Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the County is included in Note I to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during the year ended June 30, 2019. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are identified below:

Management's estimates were used in estimating the date of collection to comply with the period of availability for certain revenues, fair value of investments, establishing self-insurance liability reserves, depreciation expense, pollution remediation obligations, amounts related to the net pension liability, net other postemployment benefits (OPEB) liability, and related deferred inflows of resources and deferred outflows of resources. We evaluated the key factors and assumptions used to develop the estimates and determined that it is reasonable in relation to the basic financial statements taken as a whole.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the County's financial statements were:

As disclosed in note IV-A of the financial statements, the valuation of the County's net pension liability and related deferred outflows/inflows of resources are sensitive to the underlying actuarial assumptions used including, but not limited to, the investment rate of return and discount rate. As disclosed in IV-A, a one percent increase or decrease in the discount rate has a material effect on the County's net pension liability.

As disclosed in note IV-B of the financial statements, the valuation of the County's net OPEB liability and related deferred outflows/inflows of resources are sensitive to the underlying actuarial assumptions used including, but not limited to, the investment rate of return, discount rate, and the healthcare cost trend rate. As disclosed in note IV-B, a one percent increase or decrease in the discount rate or healthcare cost trend rate has a material effect on the County's net OPEB liability.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. There were no uncorrected misstatements.

The attached Schedule of Corrected Misstatements summarizes financial statement misstatements that we identified as a result of our audit procedures and were brought to the attention of, and corrected by, management.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management which are included in the management representation letter dated December 18, 2019.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the County, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the County's auditors.

Other Information in Documents Containing Audited Financial Statements

Pursuant to professional standards, our responsibility as auditors for other information in documents containing the County's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information.

However, in accordance with such standards, we will review the information inputted into the data collection form and will consider whether such information, or the manner of its presentation, is materially consistent with the financial statements.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements

This report is intended solely for the information and use of the Board of Supervisors, and management of the County and is not intended to be, and should not be, used by anyone other than these specified parties.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Sacramento, California

COUNTY OF SOLANO
SCHEDULE OF CORRECTED MISSTATEMENTS
FOR THE YEAR ENDED JUNE 30, 2019

Number	Opinion Unit	Account/Description	Debit	Credit
1	General Fund	Cash and investments	\$ 1,077,122	
		Advance to other funds		\$ 1,077,122
	Health & Social Services	Advance from other funds	1,077,122	
		Cash and investments		1,077,122

To record the repayment of interfund advances due in fiscal year 2018/19.

Management Letter
For Fiscal Year Ended June 30, 2019
County of Solano, California



To the Board of Supervisors
County of Solano, California

In planning and performing our audit of the financial statements of the County of Solano, California (County), as of and for the year ended June 30, 2019, in accordance with auditing standards generally accepted in the United States of America, we considered the County's internal control over financial reporting (internal control) as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

During our audit we became aware of deficiencies in internal control other than significant deficiencies and material weaknesses that are opportunities for strengthening internal controls and operating efficiency. The observations and recommendations are summarized below. This letter does not affect our report dated December 18, 2019, on the financial statements of the County.

We will review the status of these comments during our next audit engagement. We have already discussed these comments and suggestions with various County personnel, and we will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations.

CURRENT YEAR OBSERVATIONS AND RECOMMENDATIONS

Purchase Authorization

OBSERVATION:

During our testing of the internal controls related to procurement of goods and services, we identified one instance in which a purchase of materials and supplies exceeding \$7,501, requiring the County Administrator's approval was not approved by the appropriate level of authority in accordance with the County's purchasing policy. We also noted for this instance that the price comparison required by section 1.1.11(A)(4)(h)(1) of the County's purchasing policy was not documented.

RECOMMENDATION:

We recommend that the County strengthen its policies and procedures to ensure that procurements are performed and documented in accordance with the County's procurement policy. We also recommend that the County require departments to document price comparisons when required by the County's purchasing policy.

MANAGEMENT'S RESPONSE:

The Registrar of Voters has reviewed its procedures and discussed with the County Administrator's office as of August of 2019 to ensure the county purchasing policy is being followed including the allowances provided for election supplies and materials.

Solano County Fair

OBSERVATION:

During our audit of the Solano County Fair (Fair), we found that the Fair was unable make a required debt service payment to the County for its proportionate share of the pension obligation bond debt service for the fiscal year ended June 30, 2019. Based on our inquiries with management, this was due to insufficient cash held by the Fair in order to make the required payment.

RECOMMENDATION:

We recommend that management conduct an analysis of the financial condition of the Fair to determine whether the Fair has sufficient resources to meet its obligations when they become due.

MANAGEMENT'S RESPONSE:

The Solano County Fair Board and management have been reviewing the Fair's financial condition on a regular basis. It should be noted the Fair Board and County agreed on the rate for the pension bonds and the Fair has been paying the agreed-upon rate. We are reviewing the rate with the County and will address this in the new agreement with the County.

Journal Entry Review

OBSERVATION:

During our audit, we identified instances in which the entry of a journal entry did not have evidence of review by an individual other than the individual entering the journal entry into OneSolution. Proper segregation of duties provides for a system of checks and balances such that the function of one employee are subject to review through the performance of the interrelated functions of another employee with the appropriate skills, knowledge, and experience to identify errors or improper transactions.

RECOMMENDATION:

We recommend that the County strengthen its policies and procedures related to the entry of journal entries to ensure that all entries are subject to review by an individual other than the individual entering the entry into OneSolution.

MANAGEMENT'S RESPONSE:

The Auditor-Controller's Office believes the current process has a system in place for checks & balances and provides sufficient controls to identify errors and improper transactions such that all entries are subject to review by an individual other than the individual entering the transactions. In addition, the County departments perform a review of accounting transactions on a monthly basis. We will update our policy to reaffirm in our monthly communication to the departments to review the monthly reports and report any issues to us.

PRIOR YEAR MANAGEMENT LETTER COMMENTS

Removing active directory accounts for terminated employees

Status: Corrected.

Segregation of duties – cash receipts

Status: Corrected.

Authorizing employee status changes/action

Status: Corrected.

Authorizing timesheets

Status: Corrected.

NEW FINANCIAL REPORTING STANDARDS INFORMATIONAL ONLY

GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT No. 84

GASB Statement No. 84 – In January 2017, GASB issued Statement No. 84, *Fiduciary Activities*. The objective of this Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. This Statement is effective for reporting periods beginning after December 15, 2018.

GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT No. 87

GASB Statement No. 87 – In June 2017, GASB issued Statement No. 87, *Leases*. The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases; enhancing the comparability of financial statements between governments; and also enhancing the relevance, reliability (representational faithfulness), and consistency of information about the leasing activities of governments. This Statement is effective for reporting periods beginning after December 15, 2019.

GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT No. 89

GASB Statement No. 89 – In June 2018, GASB issued Statement No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period*. The objectives of this Statement are to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and to simplify accounting for interest cost incurred before the end of a construction period. This Statement is effective for reporting periods beginning after December 15, 2019.

GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT No. 90

GASB Statement No. 90 – In August 2018, GASB issued Statement No. 90, *Majority Equity Interests – An Amendment of GASB Statements No. 14 and No. 61*. The objective of this Statement is to improve the consistency and comparability of a reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units. This Statement is effective for reporting periods beginning after December 15, 2018.

GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT No. 91

GASB Statement No. 91 – In May 2019, GASB issued Statement No. 91, *Conduit Debt Obligations*. The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement is effective for reporting periods beginning after December 15, 2020.

Our audit procedures are designed primarily to enable us to form an opinion on the financial statements, and therefore, may not bring to light all weaknesses in policies or procedures that may exist. We aim, however, to use our knowledge of the County gained during our work to make comments and suggestions that we hope will be useful to you.

We would be pleased to discuss these comments and recommendations with you at any time.

This report is intended solely for the information and use of the Board of Supervisors, management, and others within the County, and is not intended to be and should not be used by anyone other than these specified parties.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Sacramento, California
December 18, 2019

Federal Awards Reports in Accordance
with the Uniform Guidance
For the Fiscal Year Ending June 30, 2019
County of Solano, California

Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	1
Independent Auditor’s Report on Compliance for Each Major Federal Program; Report on Internal Control over Compliance; Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance; and Report on Supplemental Schedule of Office of California State Department of Aging Grants	3
Schedule of Expenditures of Federal Awards	6
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Schedule of Findings and Questioned Costs	11
Summary Schedule of Prior Audit Findings	21
Supplemental Schedule of Office of California State Department of Aging Grants	22



Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

To the Board of Supervisors
County of Solano, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate discretely presented component units and remaining fund information of the County of Solano, California (County), as of and for the year then ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the County's basic financial statements and have issued our report thereon dated December 18, 2019.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Sacramento, California
December 18, 2019



Independent Auditor's Report on Compliance for Each Major Federal Program; Report on Internal Control Over Compliance; Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance; and Supplemental Schedule of Office of California State Department of Aging Grants

To the Board of Supervisors
County of Solano, California

Report on Compliance for Each Major Federal Program

We have audited the County of Solano, California's (County) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the County's major federal programs for the year ended June 30, 2019. The County's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the County's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the County's compliance.

Opinion on Each Major Federal Program

In our opinion, the County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2019.

Other Matter

The results of our auditing procedures disclosed instances of noncompliance, which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as items 2019-001 through 2019-003. Our opinion on each major federal program is not modified with respect to these matters.

The County's response to the noncompliance findings identified in our audit is described in the accompanying corrective action plan. The County's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control over Compliance

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the County's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses and significant deficiencies may exist that have not been identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, we identified certain deficiencies in internal control over compliance, described in the accompanying schedule of findings and questioned costs as items 2019-002 and 2019-003 that we consider to be significant deficiencies.

The County's response to the internal control over compliance findings identified in our audit is described in the accompanying corrective action plan. The County's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance and Supplemental Schedule of Office of California State Department of Aging Grants

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate discretely presented component units and remaining fund information of the County as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the County's basic financial statements. We issued our report thereon dated December 18, 2019, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. The supplemental schedule of Office of California State Department of Aging Grants is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards and supplemental schedule of Office of California State Department of Aging Grants are fairly stated in all material respects in relation to the basic financial statements as a whole.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Sacramento, California
January 31, 2019

Federal Agency	Pass-Through Agency	CFDA Program Title or Cluster	CFDA No.	Pass-through or Direct Entity Award ID	Federal Expenditures	Expenditures to Subrecipients
US Department of Agriculture (USDA)						
Pass-Through Programs:						
California Department of Food and Agriculture (CDFA)						
		Plant and Animal Disease, Pest Control, and Animal Care	10.025	18-8506-1211-CA	\$ 122,134	\$ -
		Plant and Animal Disease, Pest Control, and Animal Care	10.025	18-8506-1317-CA	15,092	
		Plant and Animal Disease, Pest Control, and Animal Care	10.025	18-8506-1164-CA	2,094	
		Plant and Animal Disease, Pest Control, and Animal Care	10.025	18-8506-0572-CA	28,755	
		Plant and Animal Disease, Pest Control, and Animal Care	10.025	18-8506-0484-CA	92,008	
		Total Plant and Animal Disease, Pest Control, and Animal Care			260,083	-
California Department of Education						
Child Nutrition Cluster:						
		School Breakfast Program	10.553	48-10488-6051569-01	25,860	
		National School Lunch Program	10.555	48-10488-6051569-01	46,670	
		Total Child Nutrition Cluster			72,530	-
California Department of Public Health (CDPH)						
		Special Supplemental Nutrition Program for Women, Infants, and Children	10.557	4265	2,475,535	-
SNAP Cluster:						
		State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561	SP-1819-28	47,250	41,086
		State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561	4265	453,591	212,016
California Department of Social Services (CDSS)						
		State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561	1946001347 A7	8,600,990	
		State Administrative Matching Grants for CalFresh Program/CALWIN	10.561	1946001347 A7	345,154	
		Total SNAP Cluster			9,446,985	253,102
California Department of Food and Agriculture (CDFA)						
		Forest Health Protection	10.680	14-DG-11052021-204	443	-
US Department of Agriculture (USDA) Total					12,255,576	253,102
US Department of Housing and Urban Development (HUD)						
Direct Programs:						
Section 8 Project-Based Cluster:						
		Section 8 Housing Assistance Payments Program	14.195	CA131	2,295,884	2,295,884
				1419L9T181601; 1326L9T181602;		
		Continuum of Care Program	14.267	1417L9T181601	38,559	
US Department of Housing and Urban Development (HUD) Total					2,334,443	2,295,884
US Department of Justice (DOJ)						
Direct Programs:						
		2019 Domestic Cannabis Eradication Suppression Program	16.U01	Not Applicable	1,829	
		Safe Streets Violent Crimes Initiative	16.U03	Not Applicable	17,746	
		2018 Domestic Cannabis Eradication Suppression Program	16.U02	Not Applicable	18,681	
		Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program	16.590	Not Applicable	25,710	25,710
		State Criminal Alien Assistance Program (SCAAP)	16.606	Not Applicable	232,217	
		Equitable Sharing Program	16.922	Not Applicable	61,611	28,932
		Direct Programs Subtotal			357,794	54,642
Pass-Through Programs:						
California Office of Emergency Services (CalOES)						
		Paul Coverdell Forensic Sciences Improvement Program	16.742	CQ18070480	5,640	
		Crime Victim Assistance	16.575	VW18370480	485,154	
		Crime Victim Assistance	16.575	XC16010480	154,544	
		Crime Victim Assistance	16.575	XV15010480	148,295	
		Subtotal Crime Victim Assistance			787,993	-
		Pass-Through Programs Subtotal			793,633	-
US Department of Justice (DOJ) Total					1,151,427	54,642

County of Solano, California
Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2019

Federal Agency				
Pass-Through Agency		Pass-through or Direct	Federal	Expenditures to
CFDA Program Title or Cluster	CFDA No.	Entity Award ID	Expenditures	Subrecipients
US Department of Labor (DOL)				
Pass-Through Programs:				
State of California Employment Development Department (EDD)				
WIA/WIOA Cluster:				
WIA/WIOA Adult Program	17.258	K9110061	\$ 876,035	\$ -
WIA/WIOA Adult Program	17.258	K8106686	512,337	
WIA/WIOA Adult Program	17.258	K7102074	213,363	
Subtotal			<u>1,601,735</u>	<u>-</u>
WIA/WIOA Youth Activities	17.259	K8106686	396,597	
WIA/WIOA Youth Activities	17.259	K9110061	609,428	
Subtotal			<u>1,006,025</u>	<u>-</u>
WIA/WIOA Dislocated Worker Formula Grants	17.278	K8106686	545,368	
WIA/WIOA Dislocated Worker Formula Grants	17.278	K9110061	1,036,600	
Subtotal			<u>1,581,968</u>	<u>-</u>
Total WIA/WIOA Cluster			<u>4,189,728</u>	<u>-</u>
US Department of Labor (DOL) Total			<u>4,189,728</u>	<u>-</u>
US Department of Transportation (DOT)				
Direct Programs:				
Airport Improvement Program	20.106	Not Applicable	435,918	
Pass-Through Programs:				
California Department of Transportation (CalTrans)				
Highway Planning and Construction Cluster:				
Highway Planning and Construction	20.205	5923	2,272,236	
Total Highway Planning and Construction Cluster			<u>2,272,236</u>	<u>-</u>
California Office of Traffic Safety (OTS)				
Minimum Penalties for Repeat Offenders for				
Driving While Intoxicated	20.608	AL19011Solano	234,619	
Highway Safety Cluster:				
National Priority Safety Programs	20.616	D119020	196,213	
National Priority Safety Programs	20.616	D118027	66,458	
Total Highway Safety Cluster			<u>262,671</u>	<u>-</u>
US Department of Transportation (DOT) Total			<u>3,205,444</u>	<u>-</u>
US Department of Education (DOE)				
Pass-Through Programs:				
California Department of Education				
Rehabilitation Services-Vocational Rehabilitation				
Grants to States	84.126	30452	2,029	
US Department of Education (DOE) Total			<u>2,029</u>	<u>-</u>
US Department of Health and Human Services				
Direct Programs:				
Health Centers Cluster:				
Consolidated Health Centers (Community Health Centers,				
Migrant Health Centers, Health Care for the Homeless,				
and Public Housing Primary Care)	93.224	Not Applicable	1,269,359	
Grants to Provide Outpatient Early Intervention Services with				
Respect to HIV Disease	93.918	Not Applicable	361,341	
Direct Programs Subtotal			<u>1,630,700</u>	<u>-</u>

County of Solano, California
Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2019

Federal Agency	Pass-Through Agency	CFDA Program Title or Cluster	CFDA No.	Pass-through or Direct Entity Award ID	Federal Expenditures	Expenditures to Subrecipients
US Department of Health and Human Services (Continued)						
Pass-Through Programs:						
California Department of Aging (CDA)						
Aging Cluster:						
	Special Programs for the Aging, Title VII, Chapter 3, Programs for Prevention of Elder Abuse, Neglect, and Exploitation	93.041	AP-1819-28, 18AACAT7EA, 1901CAOAEA-01	\$ 793	\$ 793	
	Special Programs for the Aging, Title VII, Chapter 2, Long Term Care Ombudsman Services for Older Individuals	93.042	AP-1819-28, 18AACAT7OM, 1901CAOAOAOM-01	40,251	40,251	
	Special Programs for the Aging, Title III, Part D, Disease Prevention and Health Promotion Services	93.043	AP-1819-28, 18AACAT3PH, 1901CAOAPH-01	19,557	19,557	
	Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	AP-1819-28, 18AACAT3SS, 1901CAOASS-01	397,700	397,700	
	Special Programs for the Aging, Title III, Part C, Nutrition Services	93.045	AP-1819-28, 18AACAT3CM, 18AACAT3HD, 1901CAOACM-01, 1901CAOAH-01	676,627	676,627	
	National Family Caregiver Support, Title III, Part E	93.052	AP-1819-28, 18AACAT3FC, 1901CAOAF-01	275,226	275,226	
	Nutrition Services Incentive Program	93.053	AP-1819-28, 18AACANSIP, 1901CAOANS-01	140,933	140,933	
	Total Aging Cluster			1,551,087	1,551,087	
California Department of Public Health (CDPH)						
	Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements.	93.069	4265	377,170		
	National Bioterrorism Hospital Preparedness Program	93.889	4265	209,370		
	Project Grants and Cooperative Agreements for Tuberculosis Control Programs	93.116	4265	53,093		
	Childhood Lead Poisoning Prevention Projects, State and Local Childhood Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children	93.197	4265	22,703		
	Prevention and Public Health Fund (Affordable Care Act) Immunization Program	93.539	4265	154,767		
	Affordable Care Act (ACA) Maternal, Infant, and Early Childhood Home Visiting Program	93.505	4265	827,746		
	State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease and Stroke (PPHF)	93.757	4265	74,353		
	HIV Care Formula Grants	93.917	4265	125,348	124,257	
	HIV Prevention Activities_Health Department Based	93.940	4265	126,028	7,853	
	Maternal and Child Health Services Block Grant to the States	93.994	4265	1,155,854	157,224	
California Department of Social Services (CDSS)						
	Guardianship Assistance	93.090	1946001347 A7	470,105		
	Promoting Safe and Stable Families	93.556	1946001347 A7	68,730	-	

County of Solano, California
Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2019

Federal Agency					
Pass-Through Agency			Pass-through or Direct	Federal	Expenditures to
CFDA Program Title or Cluster	CFDA No.	Entity Award ID	Expenditures	Subrecipients	
US Department of Health and Human Services (Continued)					
Pass-Through Programs (Continued):					
California Department of Social Services (CDSS) (Continued)					
TANF Cluster:					
Temporary Assistance for Needy Families	93.558	1946001347 A7	\$ 20,764,667	\$ 3,446,098	
Total TANF Cluster			<u>20,764,667</u>	<u>3,446,098</u>	
Refugee and Entrant Assistance_State Administered Programs	93.566	1946001347 A7	10,901		
Stephanie Tubbs Jones Child Welfare Services Program	93.645	1946001347 A7	163,738		
Foster Care_Title IV-E	93.658	1946001347 A7	6,409,483		2,144,415
Adoption Assistance	93.659	1946001347 A7	3,373,226		
Social Services Block Grant	93.667	1946001347 A7	597,016		
Chafee Foster Care Independence Program	93.674	1946001347 A7	128,528		
California Department of Child Support Services (DCSS)					
Child Support Enforcement	93.563	1-946001347-P-9	8,111,554		
California Department of Health Care Services (DHCS)					
Projects for Assistance in Transition from Homelessness (PATH)	93.150	14-90354	65,709		
Block Grants for Community Mental Health Services	93.958	14-90354	527,567		441,534
Block Grants for Prevention and Treatment of Substance Abuse	93.959	14-90106	2,825,254		1,274,869
Maternal and Child Health Services Block Grant to the States	93.994	4265	1,163,542		
Medicaid Cluster:					
Medical Assistance Program	93.778	12-89399	3,612,161		
Medical Assistance Program	93.778	1946001347 A7	21,832,876		
		EP1383841/CMAA			
Medical Assistance Program	93.778	14-90042	627,356		
Total Medicaid Cluster			<u>26,072,393</u>		-
Pass-Through Programs Subtotal			<u>75,429,932</u>		<u>9,147,337</u>
US Department of Health and Human Services Total			<u>77,060,632</u>		<u>9,147,337</u>
Social Security Administration					
Direct Programs:					
Disability Insurance/SSI Cluster:					
Supplemental Security Income	96.006	Not Applicable	18,000		
Social Security Administration Total			<u>18,000</u>		-
US Department of Homeland Security					
Pass-Through Programs:					
California Office of Emergency Services (CalOES)					
Disaster Grants - Public Assistance Grants (Presidentially Declared Disasters)	97.036	095-00000	506,999		
Emergency Management Performance Grants	97.042	095-00000	296,035		
Homeland Security Grant Program	97.067	095-00000	639,126		607,101
City & County of San Francisco					
Homeland Security Grant Program	97.067	075-95017	104,590		74,684
Total Homeland Security Grant Program			<u>743,716</u>		<u>681,785</u>
US Department of Homeland Security Total			<u>1,546,750</u>		<u>681,785</u>
Total Expenditures of Federal Awards			<u>\$ 101,764,029</u>		<u>\$ 12,432,750</u>

Note 1 – Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (the “Schedule”) includes the federal award activity of the County of Solano, California (County) under programs of the federal government for the year ended June 30, 2019. The information in this Schedule is presented in accordance with the requirements of Title 2 Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the County, it is not intended to and does not present the financial position, changes in net position, or cash flows of the County.

Note 2 – Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in the prior years.

Note 3 – Pass-Through Entities’ Identifying Numbers

When federal awards are received from a pass-through entity, the Schedule indicates if assigned, the identifying grant or contract number that has been assigned by the pass-through entity.

Note 4 – Medicaid Cluster

Except for Medi-Cal administrative expenditures, Medicaid (Medi-Cal) and Medicare program expenditures are excluded from the schedule of expenditures of federal awards. These expenditures represent fees for services; therefore, neither is considered a federal award program of the County for purposes of the schedule of expenditures of federal awards or in determining major programs. The County assists the State of California (State) in determining eligibility and provides Medi-Cal and Medicare services through County-owned health facilities. Medi-Cal administrative expenditures are included in the schedule of expenditures of federal awards as they do not represent fees for services.

Note 5 – Indirect Cost Rate

The County has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

Note 6 – Aging Cluster

The California Department of Aging considers other closely-related pass through programs by the State to be included with the Aging Cluster, in accordance with 2 CFR 200.12.

Section I – Summary of Auditor’s Results

FINANCIAL STATEMENTS

Type of auditor's report issued on whether the financial statements audited were prepaid in accordance with GAAP:	Unmodified
Internal control over financial reporting:	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None reported
Noncompliance material to financial statements noted?	No

FEDERAL AWARDS

Internal control over major federal programs:	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	Yes
Type of auditor's report issued on compliance for major federal programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	Yes

Identification of major federal programs:

Name of Federal Program/Cluster	CFDA Number(s)
WIOA Cluster	17.258, 17.259, 17.278
TANF Cluster	93.558
Dollar threshold used to distinguish between type A and type B programs:	\$ 3,000,000
Auditee qualified as low-risk auditee?	Yes

Section II – Financial Statement Findings

None identified.

Section III – Federal Award Findings and Questioned Costs

Finding 2019-001

Program: WIOA Cluster

CFDA No.: 17.258, 17.259, 17.278

Federal Agency: U.S. Department of Labor

Passed-through: California Employment Development Department

Award Year: 2018-2019

Compliance Requirement: Matching, Earmarking, and Level of Effort

Criteria:

Per the 2019 OMB Compliance Supplement, not less than 20 percent of Youth Activity funds allocated to the local area, except for the local area expenditures for administration, must be used to provide paid and unpaid work experiences (Section 129(c)(4)), WIOA, 128 Stat. 1510).

Condition Found:

Instance of Non-Compliance – The Workforce Development Board (WDB) of the County of Solano (County) did not spend at least 20 percent of Youth Activity funds allocated to the local area under Grant Agreement #K8106686 on paid and unpaid work experiences.

Questioned Costs:

We identified no questioned costs in our tests of compliance with this requirement.

Context:

The condition noted above was identified during our procedures over Matching, Earmarking and Level of Effort. We found that the County had not spent the minimum 20% of Youth Activity funds allocated under the grant agreement on paid and unpaid work experiences.

Effect:

The County did not comply with the 20 percent requirement.

Cause:

The County's procedures and internal controls did not ensure compliance with the Matching, Earmarking, and Level of Effort requirements of the program.

Recommendation:

We recommend that the County strengthen its existing policies and procedures to ensure compliance with the program's requirements are monitored and maintained in accordance with the grant award and program.

Views of responsible officials and planned corrective actions:

Management's or Department's Response:

We concur with the finding. The Workforce Development Board (WDB) of Solano County has been aware of this issue and has been working to change program service delivery over the past two years to address this gap in spending. Addressing the youth work experience expenditure requirement has been a multi-year, multi-agency effort. The State of California, Employment Development Department (EDD) has also been aware and has been working with the WDB to increase spending per the WIOA 20 percent work experience expenditure requirement.

Views of Responsible Officials and Corrective Action Plan:

The WDB's developed a corrective action plan, shared with EDD, that led to new youth programming and a Request for Proposals (RFP). Beginning in summer 2018, the WDB began a youth pre-apprenticeship program that expended youth work experience funds. In addition, the WDB released an RFP for qualified applicants in March 2019 in order to contract out youth services, with a significant focus on work experience activities. The awardee, Solano County Office of Education (SCOE), began contractual services in June 2019 with a budget that includes 67% of the contract dedicated to work experience. The WDB also developed new policies and procedures surrounding WIOA youth service delivery and work experience activities to guide these new initiatives. With these two initiatives combined, the WDB expects a significant increase of expenditures in this category in Fiscal Year 2019-20 to fulfill the requirement.

Name of Responsible Individual(s):

Heather Henry, President/Executive Director of Workforce Development Board of Solano County
Marion Aiken, Workforce Services Director of Workforce Development Board of Solano County

Anticipated Implementation Date:

WDB is confident that Fiscal Year 2019-20's youth work experience expenditures will be close to the 20% expenditure goal and will fully be met by Fiscal Year 2020-21.

See separate corrective action plan.

Finding 2019-002

Program: TANF Cluster – Temporary Assistance for Needy Families Program

CFDA No.: 93.558

Federal Agency: U.S. Department of Health and Human Services

Passed-through: California Department of Social Services

Award Year: 2018-2019

Compliance Requirement: Eligibility

Criteria:

Per the *2019 OMB Compliance Supplement*, agencies are required to maintain eligibility records, including documents to support the agency's eligibility determination and information about each individual and benefits paid to or on behalf of the individual. In addition, it is required that eligibility determinations and redeterminations, including obtaining any required documentation and verifications, are performed annually to determine if individuals are eligible in accordance with the compliance requirements of the program.

Condition Found:

Significant Deficiency, Instances of Noncompliance – As a result of our eligibility testing, we noted the following:

- 1 out of 60 cases where the eligibility re-determinations were not performed timely, but the individual is still receiving benefits.
- 6 out of 60 cases in which evidence of the review of the IEVS report was not documented during the applicable application or annual re-determination applicable to the fiscal year.

Questioned Costs:

We identified no questioned costs in our tests of compliance with this requirement.

Context:

The condition noted above was found during our testing procedures over eligibility.

In 1 out of 60 cases, we found that County did not perform the annual re-determination for the re-evaluation of their benefits and eligibility requirements. The individual is still receiving CalWORKs benefits.

In 6 out of 60 cases, we found that the review of the Income Eligibility and Verification System (IEVS) was not documented during the application or annual re-determination applicable to the fiscal year. However, we found that the related recipients/cases were eligible.

Effect:

Lack of performance of timely eligibility redetermination and supporting documentation for eligibility determinations could result in ineligible individuals receiving benefits and increase the risk of non-compliance with the program.

Cause:

The County's policies and procedures did not ensure that 1) timely re-determination are performed for all program recipients, and 2) IEVS reports are reviewed for all application/re-determinations.

Recommendation:

We recommend that the County strengthen its current policies and procedures with regards to eligibility redeterminations, required documentation, and maintenance of participant file and ensure that such policies and procedures are formally documented.

Views of responsible officials and planned corrective actions:

Management's or Department's Response:
We concur.

Views of Responsible Officials and Corrective Action Plan:

Timely Review of Redetermination (1 out of 60)

Solano County has policies and procedures as well as systematic processes set up to ensure that redeterminations are processed annually. This redetermination was not processed due to the combination of a new application being created on the case and an oversight by a worker.

It is Solano County's policy that the SAWS 2 Plus, Rights and Responsibilities and the Statement of Fact form be processed which require workers to:

- Review the SAWS 2 Plus and the Statement of Facts for completeness
- Initiate the required case action based upon information provided on the forms
- Insure that it has been signed and dated by the recipient
- Document the County Use Section which requires worker's signature and date

A redetermination of eligibility of the recipient shall be completed at least once every twelve (12) months. The annual CalWORKs Redetermination requires a face-to-face or telephone interview with the parent or person responsible for the child or the person having responsibility for the care and control of the child.

The specific actions of the plan are outlined below to prevent these errors from recurring:

- The Division Managers implemented a standard of 30 Supervisor case reviews per month. Supervisor case reviews are a valuable tool in assessing case accuracy and recognizing quality casework. The case reviews are used to develop and strengthen worker and supervisory skills, provide structure for measuring results, identify, correct and prevent errors, and strengthen accountability to the programs and services we deliver as an agency.
- The CalWORKs Program Specialist will provide in-service training on reviewing re-determinations for the following staff: Program Supervisors and Lead Workers for continuing CalWORKs units. Supervisors will be asked to spot check completed re-determinations to ensure the re-determination was fully processed. This training will be completed by 4/30/20.

Documentation of Income Eligibility and Verification System Review (6 out of 60)

It is Solano County's policy to maintain program integrity. Annually all CalWORKs (TANF) cases are required to be reviewed for eligibility using the Income and Eligibility Verification System (IEVS); workers are required to:

- Annually request from CalWIN a computer cross match of State wage data, Unemployment Insurance Benefit data, wage data maintained by the Social Security Administration, and unearned income data maintained by the Internal Revenue Services and/or Franchise Tax Board.
- Initiate the required case action and notices based on information received from the report, which includes generating adequate and timely notice.
- Review at least 3 prior months of Quarterly Reports to insure consistent reporting.

The specific actions of the plan are outlined below to prevent these errors from recurring:

- The CalWORKs Program Specialist provided in-service training on how to process IEVS for the following staff: Program Supervisors and Lead Workers. They received verbal and written procedures to share with their staff on the Recipient IEVS process and the correct procedures for signing appropriate forms. They will be instructed to train their staff at their next Unit Meeting to be completed by the end of April 30, 2020.
- Solano County is in the process of developing a report that captures when a redetermination has been authorized and the IEVS Report has not been processed. This report will be sent for processing to workers of the cases that meet this criterion for them to process the report and document that they've done so. We plan to have this report completed by April 30, 2020.

Conclusion and Summary

All of the cases cited as errors have since had applicant IEVS reviewed, and no overpayments or other payment inaccuracies were discovered.

Solano County is committed to improve the standards in regulatory application processes and requirements. Ongoing case review monitoring of application standards and in-service trainings are designed to improve CalWORKs program performance measures.

Name of Responsible Individual(s):

Marla Stuart, Deputy Director – Employment & Eligibility Health & Social Services Department

Anticipated Implementation Date:

April 30, 2020

See separate corrective action plan.

Finding 2019-003

Program: TANF Cluster – Temporary Assistance for Needy Families Program

CFDA No.: 93.558

Federal Agency: U.S. Department of Health and Human Services

Passed-through: California Department of Social Services

Award Year: 2018-2019

Compliance Requirement: Subrecipient Monitoring

Criteria:

2 CFR 200.331(b) establishes the requirement that the pass-through entity (the County Health and Social Services department) must evaluate the risk of noncompliance with Federal statutes, regulations, and terms and conditions of the program for each subaward for the purpose of determining the appropriate subrecipient monitoring activities.

2 CFR 200.331(d) and 2 CFR 200.331(e) establishes the requirement that the pass-through entity must monitor the activities of each subrecipient of program funds to ensure that the subaward is used for authorized purposes, complies with the terms and conditions of the subaward and achieves performance goals. 2 CFR 200.331(d) requires that the monitoring activities must include:

- 1) Reviewing of financial and performance reports as required by the pass-through entity.
- 2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
- 3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.

Condition Found:

Significant Deficiency, Instance of Noncompliance – We found that the County did not have documented policies or procedures for the evaluation of each subrecipient’s risk of noncompliance with program requirements for the fiscal year 2018/19 and found that the County did not adequately perform a documented risk assessment for three (3) out of three (3) sampled subawards effective in the fiscal year ended June 30, 2019.

We also found that the County’s subrecipient performance monitoring procedures did not include records to evidence the communication of the results of the performance monitoring activities to the responsible individual(s) of the subrecipient.

Questioned Costs:

We identified no questioned costs in our tests of compliance with this requirement.

Context:

The condition noted above was found during our testing procedures over subrecipient monitoring. The County did not have documented policies and procedures to assess the risk of subrecipient noncompliance with Federal statutes, regulations, and terms and conditions of subawards. However, the County asserted that a risk assessment was performed, but was not formally documented. The County subsequently documented their risk assessment policy and monitoring procedures and documented their risk assessment of the program subrecipients for the fiscal year 2018/19. We found that the County's monitoring activities that were conducted during the year to be in accordance with the subsequently adopted risk assessments and monitoring activities policies.

As a result of our testing over the County's performance monitoring procedures, we found that the County's records included periodic performance reports in accordance with their risk assessment and monitoring procedures. However, we found that the records did not include evidence of the communication of the results of the performance monitoring procedures to the subrecipient. Management indicated that the results were communicated to the subrecipients, but the communication was not formally documented.

Effect:

As a result of not documenting the performance of the County's assessment of the risk of the subrecipient's noncompliance with program requirements under 2 CFR 200.331(b), the County did not fully comply with the program requirements, and as a result, there is a risk that the subrecipient's noncompliance with program requirements is not identified and corrected timely.

Additionally, as a result of not retaining records to evidence the results of the performance monitoring procedures, this increases the risk of noncompliance with the requirements under 2 CFR 200.331(d).

Cause:

The County did not have documented risk assessment and monitoring procedures for subrecipients of the program for the fiscal year 2018/19. As stated above, management asserted that the risk assessment and monitoring activities were conducted but were not formally documented. The County's monitoring procedures for performance monitoring also does not include procedures for documenting and communicating the results of monitoring activities to the program subrecipients.

Recommendation:

We recommend that the County establish policies and procedures to ensure that risk assessments are conducted for all subrecipient awards as required under 2 CFR 200.331(b), and 2 CFR 200.331(d) through 2 CFR 200.331(f), and we recommend that the County establish procedures to communicate the results of performance monitoring procedures to program subrecipients.

Views of responsible officials and planned corrective actions:

Management's or Department's Response:

We concur.

Views of Responsible Officials and Corrective Action Plan:

Solano County agrees increased documentation of our policies and procedures will assist in maintaining consistent application of our subrecipient monitoring processes. Additionally, formalizing communications with subrecipients about results of monitoring activities and expected remediation will strengthen evidence of our oversight.

Written policies and procedures have been developed and are in the approval process. The policies and procedures are expected to be finalized during the third quarter of fiscal year 2019/20. These policies include each program developing formal documents appropriate for their program to communicate monitoring results and track expected remediations. The new documentation process is expected to be implemented for contracts effective July 1, 2020.

Name of Responsible Individual(s):

Gerald Huber, Director – Health and Social Services Department

Anticipated Implementation Date:

July 1, 2020

See separate corrective action plan.

County of Solano, California
Summary Schedule of Prior Audit Findings and Questioned Costs
For the Fiscal Year Ended June 30, 2019

Summarized below is the current status of findings reported in the prior year's schedule of audit findings and questioned costs.

Finding No.	Program/Description	CFDA No.	Compliance Requirement	Status
2018-001	Medicaid Cluster - Medical Assistance Program	93.778	Eligibility	Implemented

County of Solano, California

Supplemental Schedule of Office of California State Department of Aging Grants
For the Fiscal Year Ended June 30, 2019

Federal Grantor/Program Title	CFDA Number	Contract Number	Federal Award Expenditures	State Expenditures
Special Programs for the Aging, Title VII, Chapter 3, Programs for Prevention of Elder Abuse, Neglect, and Exploitation	93.041	AP-1819-28	\$ 793	\$ -
Special Programs for the Aging, Title VII, Chapter 2, Long Term Care Ombudsman Services for Older Individuals	93.042	AP-1819-28	40,251	-
Special Programs for the Aging, Title III, Part D, Disease Prevention and Health Promotion Services	93.043	AP-1819-28	19,557	-
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	AP-1819-28	397,700	-
Special Programs for the Aging, Title III, Part C, Nutrition Services	93.045	AP-1819-28	676,627	58,861
National Family Caregiver Support, Title III, Part E	93.052	AP-1819-28	275,226	-
Nutrition Services Incentive Program	93.053	AP-1819-28	140,933	-
*General Fund IIIB (Ombudsman)	N/A	AP-1819-28	-	67,334
Public Health L&C Program Fund (PHL&C Ombudsman)	N/A	AP-1819-28	-	3,879
State Health Facilities Citation Penalties Account (SHF Cit Pen Ombudsman)	N/A	AP-1819-28	-	8,761
State Nursing Facilities Quality and Accountability (SNFQAF Ombudsman)	N/A	AP-1819-28	-	17,479
			<u>\$ 1,551,087</u>	<u>\$ 156,314</u>

*CDA State General Fund IIIB is listed in the ombudsman section of the CDA Area Plan Budget Display



Independent Accountant's Report on
Applying Agreed-Upon Procedures Related To
The Article XIII-B Appropriations Limit Calculation
For the Fiscal Year Ended June 30, 2020
County of Solano, California



**Independent Accountant's Report on Applying Agreed-Upon Procedures
Related to the Article XIII-B Appropriations Limit Calculations**

To the Board of Supervisors
County of Solano, California

We have performed the procedures enumerated below, which were agreed to by the County of Solano, California (County) (the specified party), to the Appropriations Limit Calculation of the County, prepared in accordance with Section 1.5 of Article XIII-B of the California Constitution for the fiscal year ended June 30, 2020. The County's management is responsible for the Appropriations Limit Calculation. The sufficiency of these procedures is solely the responsibility of the parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures enumerated below either for the purpose for which this report has been requested or for any other purpose.

1. We obtained the completed worksheets setting forth the calculations necessary to establish the County's 2019-20 appropriations limit and compared the limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of the Board of Supervisors. We also compared the population and inflation options included in the aforementioned worksheets to those that were selected by a recorded vote of the Board of Supervisors.

Finding: No exceptions were found as a result of this procedure.

2. We added last year's limit to the annual adjustment amount and compared the resulting amount to the 2019-20 appropriations limit.

Finding: No exceptions were found as a result of this procedure.

3. We compared the current year information to the worksheets described in No. 1 above and to the information provided by the California State Department of Finance.

Finding: No exceptions were found as a result of this procedure.

4. We agreed the prior year appropriations limit to the prior year appropriations limit adopted by the Board of Supervisors.

Finding: No exceptions were found as a result of this procedure.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively, on the Appropriations Limit Calculation. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you. No procedures have been performed with respect to the determination of the appropriation limit for the base year, as defined by Article XIII-B of the California Constitution.

This report is intended solely for the information and use of the Board of Supervisors and management of the County and is not intended to be and should not be used by anyone other than these specified parties.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Sacramento, California
December 18, 2019



County of Solano

Financial Reports

Presented to the Board of Supervisors
on February 11, 2020
Auditor-Controller's Office
File 20-86



Financial Reports

- **External Auditor – Eide Bailly – statutory audits of various financial reports**
- **Comprehensive Annual Financial Report (CAFR)**
 - Unmodified (clean) opinion
 - Three (3) Sections to the CAFR:
 - Introductory Section
 - Financial Section
 - Independent Auditor's Opinion
 - Management's Discussion & Analysis (MD&A)
 - Countywide Financial Statements
 - Fund Financial Statements
 - Notes to the financial statements
 - Required Supplementary Information
 - Statistical Section



Financial Reports (continued)

- **Single Audit**

- Schedule of Expenditures of Federal Assistance (SEFA)
 - Information provided by County staff – compiled by ACO
- Independent Auditor's Reports:
 - Unmodified Opinion on SEFA
 - Report on Internal Controls over Financial Reporting
 - Report on Compliance for Each Major FEDERAL Program and on Internal Control over Compliance



Financial Reports (continued)

- **Two (2) Additional Reports issued by Eide Bailly as part of their audit**
 - Report to the Board of Supervisors – required
 - Report to Management

- **Report on Agreed Upon Procedures**
 - GANN Appropriations Limit



Closing Comments

- Submission of CAFR to the Government Finance Officers Association for consideration of an award for Excellence in Financial Reporting
- Staff support
- Any Questions?



Solano County

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Agenda Submittal

Agenda #:	11	Status:	Closed Session
Type:	Closed Session	Department:	County Counsel
File #:	20-116	Contact:	Bernadette S. Curry, 784-6151
Agenda date:	02/11/2020	Final Action:	
Title:	Conference with Labor Negotiators: Solano County representatives: Marc Fox, Jeannine Seher, Georgia Cochran, Birgitta E. Corsello, and Nancy Huston. Employee organizations: Teamsters, Local 150 for Unit 1 (Attorneys); SEIU Local 1021 for Unit 2 (Nurses), Unit 5 (Health and Welfare Employees), Unit 7 (Regulatory, Technical and General Services Employees), Unit 8 (General Services Supervisors), Unit 9 (Clerical Employees) and Units 82, 87, 89, and 90 (Extra Help Employees); Solano County Deputy Sheriff's Association for Unit 3 (Law Enforcement Employees) and Unit 4 (Law Enforcement Supervisors); Public Employees Union, Local One for Unit 6 (Health and Welfare Supervisors) and Unit 16 (Mid-Management Employees); Stationary Engineers, Local 39 for Unit 10 (Skilled Craft and Service Maintenance Employees); Union of American Physicians and Dentists for Unit 11 (Physicians, Dentists and Psychiatrists); Solano County Probation Peace Officer Association for Unit 12 (Probation Employees) and Unit 15 (Probation Supervisors); Solano County Sheriff's Custody Association for Unit 13 (Correctional Officers); Teamsters, Local 856 for Unit 14 (Correctional Supervisors); Solano County Law Enforcement Management Association for Unit 17 (Law Enforcement Management) and Unit 18 (Sheriff's Office Management); Professional and Technical Engineers, Local 21 for Unit 19 (Executive and Senior Management); Unit 60 Legislative Group; Unit 61 (unrepresented Executive Management Employees), Unit 62 (unrepresented Senior Management Employees) and Unit 30 (Confidential Employees)		
Governing body:	Board of Supervisors		
District:	All		
Attachments:	A - Memorandum		

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

CLOSED SESSION MEMO

- A. LICENSE/PERMIT DETERMINATION (GC § 54956.7)
 - a. Number of applicants:_____
- B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (GC § 54956.8)
 - a.
- C. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
 - a.
- D. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION (GC § 54956.9)
 - a. Significant exposure to litigation pursuant to GC § 54956.9 (b):
 - b. Initiation of litigation pursuant to GC § 54956.9(c):
- E. LIABILITY CLAIMS-JOINT POWERS AUTHORITY (GC § 54956.95)
 - a. Claimant:_____
 - b. Agency against whom claim filed:_____
- F. THREAT TO PUBLIC SERVICES OR FACILITIES (GC § 54957)
 - a. Consultation with:_____
- G. PUBLIC EMPLOYEE APPOINTMENT
 - a. Title:
- H. PUBLIC EMPLOYMENT (GC § 54957)
 - a. Title:
- I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC § 54957)
 - a. Title:
- J. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (GC § 54957)
 - a. No information required
- K. CONFERENCE WITH LABOR NEGOTIATORS (GC § 54957.6)

Solano County representatives: Marc Fox, Jeannine Seher, Georgia Cochran, Birgitta E. Corsello, and Nancy Huston. Employee organizations: Teamsters, Local 150 for Unit 1 (Attorneys); SEIU Local 1021 for Unit 2 (Nurses), Unit 5 (Health and Welfare Employees), Unit 7 (Regulatory, Technical and General Services Employees), Unit 8 (General Services Supervisors), Unit 9 (Clerical Employees) and Units 82, 87, 89, and 90 (Extra Help Employees); Solano County Deputy Sheriff's Association for Unit 3 (Law Enforcement Employees) and Unit 4 (Law Enforcement Supervisors); Public Employees Union, Local One for Unit 6 (Health and Welfare Supervisors) and Unit 16 (Mid-Management Employees); Stationary Engineers, Local 39 for Unit 10 (Skilled Craft and Service Maintenance Employees); Union of American Physicians and Dentists for Unit 11 (Physicians, Dentists and Psychiatrists); Solano County Probation Peace Officer Association for Unit 12 (Probation Employees) and Unit 15 (Probation Supervisors); Solano County Sheriff's Custody Association for Unit 13 (Correctional Officers); Teamsters, Local 856 for Unit 14 (Correctional Supervisors); Solano County Law

Enforcement Management Association for Unit 17 (Law Enforcement Management) and Unit 18 (Sheriff's Office Management); Professional and Technical Engineers, Local 21 for Unit 19 (Executive and Senior Management); Unit 60 Legislative Group; Unit 61 (unrepresented Executive Management Employees), Unit 62 (unrepresented Senior Management Employees) and Unit 30 (Confidential Employees)

- L. CASE REVIEW/PLANNING (GC § 54957.8)
- M. REPORT INVOLVING TRADE SECRET (GC § 54962, etc.)
 - a. Estimated year of public disclosure:_____
- N. HEARINGS
 - a. Subject matter:_____
 - (nature of hearing, i.e. medical audit comm.,
quality assurance comm., etc.)