



REGULAR BOARD MEETING

JUNE 8, 2023 - 11:30 AM

**CAMARILLO HEALTH CARE DISTRICT
3615 E LAS POSAS ROAD, SEQUOIA ROOMS
CAMARILLO, CA 93010**



2023 Board Meeting Calendar

January 26, 2023, 11:30 a.m.

February 23, 2023, 11:30 a.m.

March 23, 2023, 11:30 a.m.

April 27, 2023, 11:30 a.m.

May 25, 2023, 11:30 a.m.

June 8, 2023, 11:30 a.m. (Budget)

June 29, 2023, 11:30 a.m. (Optional)

July 27, 2023, 11:30 a.m.

August – Dark

September 28, 2023, 11:30 a.m.

October 26, 2023, 11:30 a.m.

November 16, 2023, 8:30 a.m. (Annual Board Leadership and Education)

December - Dark

**Camarillo Health Care District
Procedures for Communication With
The Board of Directors**

Meetings with the Board of Directors are conducted for the purpose of accomplishing District business. As a matter of District policy and state law, meetings shall ordinarily be held in public. Pursuant to state law, the Board of Directors may conduct closed meeting sessions to discuss certain matters which are confidential.

Community involvement in the District is an essential element of an effective health care district.

Communications with the Board of Directors as a unit may be either in writing or by personal appearance at a meeting of the Board.

Written Communication – In order that the subject of the communication may be placed on the agenda, it must be requested in correspondence to the Board. Written communication addressed to the Board of Directors should reach the Administration office of the District no later than ten (10) business days prior to the date of the meeting at which the matter concerned is to be discussed.

Oral Presentations by Members of the Public to the Board of Directors and Requests by the Public to Place a Matter Directly Related to District Business on a Board Agenda – When an individual or group expects to communicate with the Board of Directors by means of personal appearance at a meeting of the Board or requests that a matter relating to District business be added to the Board’s agenda, the District’s Chief Executive Officer must be notified no later than ten (10) days before the Board meeting at which the matter concerned is to be discussed by the Board and those submitting the request.

Individuals wishing to comment on an agenda item when an item appears on the agenda for discussion or at the designated time for Public Comments, during the Board meeting, shall complete a Speakers Card and submit it to the Clerk of the Board.

It is desirable that when a statement presented to the Board is extensive or is formally requesting consideration of specific items the statement should be written and a copy filed with the Board of Directors.

Public comments at Board Meetings – The Board may receive comments or testimony at regularly scheduled meetings on matters **not on the agenda** which any member of the public may wish to bring before the Board, provided that no action is taken by the Board on such matters at the same meeting at which such testimony is taken.

In addressing the Board, the following rules of courtesy will be observed:

- **All remarks will be addressed to the President of the Board.**
- **Individuals will speak on a specific item of concern.**
- **Three (3) minutes will be allowed individuals, or in the case of a group of people speaking on a specific item, ten (10) minutes will be permitted for the presentation.**
- **Members of the Board of Directors reserve the right to waive time limitations.**

In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the members of the Board of Directors conducting the meeting may order the meeting room cleared, and continue in session. Only matters appearing on the agenda may be considered in such a session. Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section.

The Board may discuss and take action on any agenda item properly submitted by a member of the public and published in an agenda. The Board President reserves the right to limit discussion and/or defer further deliberations on an agenda topic to a subsequent meeting if additional information is needed to render a decision or appropriate action. Matters involving legal procedure will be referred to Administration for study or further referral.



AGENDA

Regular Meeting of the Board of Directors

June 8, 2023 – 11:30 a.m.

Camarillo Health Care District
3615 E Las Posas Road, Camarillo, CA 93010
Sequoia Rooms

Board of Directors

Thomas Doria, MD, President
Neal Dixon, MD, Vice President
Paula Feinberg, Clerk of the Board
Christopher Loh, MD, Director
Louanne Kroell, PT, Director

Staff

Kara Ralston, Chief Executive Officer
Sonia Amezcua, Chief Administrative Officer
Brandie Thomas, Clerk to the Board

Participants

Aleks Giragosian, Esq., *Colantuono Highsmith
Whatley, PC*

Participants

Rick Wood, *CSDA Financial Services*
Shalene Hayman, *Hayman Consulting*

- 1. **CALL TO ORDER**
- 2. **ROLL CALL**
- 3. **PLEDGE OF ALLEGIANCE** – Director Feinberg
- 4. **AMENDMENT(S) TO THE POSTED AGENDA**

Suggested Motion: Motion to approve Agenda as amended.

Motion _____ Second _____ Pass _____ Fail _____

Doria _____ Dixon _____ Feinberg _____ Loh _____ Kroell _____

- 5. **PUBLIC COMMENT – Ca. GC Section 54954.3**

The Board reserves this time to hear from the public. Speakers are requested to complete a Speaker Card and submit to the Clerk to the Board. Your name will be called in order of the agenda item, or in order of received general topic Speaker Cards. Comments regarding items not on the agenda can be heard only; items on the agenda can be discussed. Three minutes per speaker are available; multiple speakers on the same topic/agenda item will be limited to 20 minutes total.

- 6. **CONSENT AGENDA**

Consent Agenda items are considered routine and are acted upon without discussion, with one motion. If discussion is requested, that item(s) will be removed from the Consent Agenda for discussion and voted on as a separate item. If no discussion is requested, the Board President may request a motion to approve as presented.

- A. Approval of the Minutes of the Regular Board Meeting of May 25, 2023.
(Please see Section 6-A)

Suggested Motion: Motion to approve Consent Agenda as presented.

Motion _____ Second _____ Pass _____ Fail _____

Doria _____ Dixon _____ Feinberg _____ Loh _____ Kroell _____

7. **DISCUSSION AND ACTION OF CONSENT AGENDA ITEMS PULLED, IF NECESSARY**

8. **ACTION ITEMS**

- A. **Review/ Discussion /Action** – Consideration, discussion, and staff recommendation that the Board of Directors approve the Fiscal Year 2023/2024 Operating and Capital budgets.
(Please see Section 8-A)

Suggested Motion: Vote to approve Fiscal Year 2023/2024 Operating and Capital budgets.

Motion _____ Second _____ Pass _____ Fail _____

Doria _____ Dixon _____ Feinberg _____ Loh _____ Kroell _____

- B. **Review/ Discussion/Action** – It is the recommendation of staff that the June 29, 2023, Board of Directors meeting be waived if the Operating and Capital budgets for fiscal year 2023/2024 are approved on the first reading, June 08, 2023. **(Please see Section 8-B)**

Suggested Motion: Vote to waive the June 29, 2023, Board of Directors Meeting.

Motion _____ Second _____ Pass _____ Fail _____

Doria _____ Dixon _____ Feinberg _____ Loh _____ Kroell _____

- C. **Review/ Discussion/ Action** – It is the recommendation of staff that the Board of Directors approve the Audit Engagement Letter for fiscal year ending June 30, 2023, from Cindy Fanning, CPA, Fanning & Karrh. **(Please see Section 8-C)**

Suggested Motion: Vote to approve Audit Engagement Letter for fiscal year ending June 30, 2023, from Cindy Fanning, CPA, Fanning & Karrh.

Motion _____ Second _____ Pass _____ Fail _____

Doria _____ Dixon _____ Feinberg _____ Loh _____ Kroell _____

D. Review/ Discussion/ Action – It is the recommendation of staff that the Board of Directors approve the Legal Services Agreement from Aleks Giragosian, Esq., Colantuono Highsmith Whatley, PC. **(Please see Section 8-D)**

Suggested Motion: Vote to approve Legal Services Agreement from Aleks Giragosian, Esq., Colantuono Highsmith Whatley, PC.

Motion _____ Second _____ Pass _____ Fail _____

Doria _____ Dixon _____ Feinberg _____ Loh _____ Kroell _____

- 9. CHIEF EXECUTIVE OFFICER REPORT
- 10. BOARD PRESIDENT REPORT
- 11. BOARD MEMBER COMMENTS
- 12. EMERGING OPPORTUNITIES
 - Adults with Special Needs Task Force
- 13. FUTURE MEETING AND EVENTS

Board of Directors Meetings

• Executive Committee: Doria/Dixon	June 19, 2023 - 12:30 p.m. – May be cancelled if Budget approved on the First Reading
• Full Board:	June 29, 2023 - 11:30 a.m. – Budget Presentation Second Reading – If needed – May be cancelled if Budget approved on the First Reading
• Executive Committee: Doria/Dixon	July 17, 2023 - 12:30 p.m.
• Finance Committee: Loh/Feinberg	July 27, 2023 - 10:00 a.m.
• Full Board:	July 27, 2023 - 11:30 a.m.
• Full Board:	August 2023 - Dark
• Executive Committee: Doria/Dixon	September 18, 2023 – 12:30 p.m.
• Full Board:	September 28, 2023 – 11:30 a.m.

- 14. **ADJOURNMENT** - This meeting of the Camarillo Health Care District Board of Directors is adjourned at _____ p.m.

ACTION ITEMS not appearing on the agenda may be addressed on an emergency basis by a majority vote of the Board of Directors when a need for action arises.

ADA compliance statement: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk to the Board of Directors, Brandie Thomas, at (805) 482-9382. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.

Note: This agenda was posted on www.camhealth.com and the Camarillo Health Care District Administration Office, on or before, June 5, 2023, at 11:30 a.m.

SECTION 4
AMENDMENT(S) TO THE POSTED AGENDA

JUNE 8, 2023

SECTION 5

PUBLIC COMMENTS - CA. GC SECTION 54954.3

THE BOARD RESERVES THIS TIME TO HEAR FROM THE PUBLIC

JUNE 8, 2023

SECTION 6

CONSENT AGENDA 6-A

**APPROVAL OF MINUTES OF
REGULAR BOARD MEETING OF MAY 25, 2023**

JUNE 8, 2023



MINUTES

May 25, 2023

Regular Meeting of the Board of Directors

Camarillo Health Care District
3615 E. Las Posas Rd. Camarillo, CA 93010
Sequoia Rooms

Board of Directors - Present

Thomas Doria, MD, President
Neal Dixon, MD, Vice President
Paula Feinberg, Clerk of the Board
Christopher Loh, MD, Director
Louanne Kroell, PT, Director

Staff - Present

Kara Ralston, Chief Executive Officer
Sonia Amezcua, Chief Administrative Officer
Brandie Thomas, Clerk to the Board

Participants

Rick Wood, *CSDA Financial Services*
Shalene Hayman, *Hayman Consulting*

1. **Call to Order and Roll Call** - The Regular Meeting of the Camarillo Health Care District Board of Directors was called to order on Thursday, May 25, 2023, at 11:32 a.m., by Thomas Doria, President.
2. **Pledge of Allegiance** – Director Dixon
3. **Amendments to the Agenda** - None
4. **Public Comment** – None
5. **Consent Agenda**

It was **MOVED** by Director Loh, **SECONDED** by Director Feinberg, and **MOTION PASSED** that the Board of Directors approve the Consent Agenda as presented.

ROLL CALL VOTE: **Ayes:** Doria, Dixon, Feinberg, Loh, Kroell **Nays:** **Absent:**

6. **Action Items**

8-A. Review/ Discussion/ Action - Consideration, discussion, and recommendation for approval of District Check Register, Check Register Comparison, Financial Reports, and monthly Investment and Designated Reserve Report for period ending April 30, 2023.

Director Loh left the meeting at 12:04 p.m. and returned to the meeting at 12:05 p.m.

It was **MOVED** by Director Doria, **SECONDED** by Director Loh, and **MOTION PASSED** that the Board of Directors approve District Check Register, Check Register Comparison, Financial Reports, and monthly Investment and Designated Reserve Report for period ending April 30, 2023.

ROLL CALL VOTE: **Ayes:** Doria, Dixon, Feinberg, Loh, Kroell **Nays:** **Absent:**

8-B. Review/ Discussion/ Action – Consideration, discussion, and recommendation for approval of District Resolution 23-06, Signature Authorization and Investment Authorization in the Ventura County Treasury Pool.

It was **MOVED** by Director Loh, **SECONDED** by Director Dixon, and **MOTION PASSED** that the Board of Directors approve District Resolution 23-06, Signature Authorization and Investment Authorization in the Ventura County Treasury Pool.

ROLL CALL VOTE: Ayes: Doria, Dixon, Feinberg, Loh, Kroell Nays: Absent:

7. **Closed Session – 12:24 p.m.** - Pursuant to California Government Code 54957(b)(1) – Chief Executive Officer, Performance Evaluation.

Director Feinberg left the meeting at 1:24 p.m.

8. **Reconvene and Announcement of Closed Session** – The Board reconvened from Closed Session at 1:37 p.m. There was no reportable action.

9. **Action Item**

Review/Discussion/Action – Consideration, discussion, and recommendation from the CEO Performance Evaluation Ad Hoc Committee, that the Board of Directors enter into Employment Agreement negotiations with the Chief Executive Officer. The Ad Hoc Committee suggests the Board of Directors apply a 5.5% increase in CEO salary and extend the Employment Agreement to June 30, 2026.

It was **MOVED** by Director Doria, **SECONDED** by Director Dixon, and **MOTION PASSED** that the Board of Directors apply a 5.5% increase in CEO salary and extend the Employment Agreement to June 30, 2026.

ROLL CALL VOTE: Ayes: Doria, Dixon, Loh, Kroell Nays: Absent: Feinberg

10. **CEO Report**

- CEO Ralston reported AB1637 (Irwin) was amended to exclude special districts from changing domain names to “.gov” or “ca.gov”. The implications were expensive and overly burdensome, regardless of the size of district.
- The District’s Adult Day Center commercial kitchen, and the warehouse/food prep area of the Senior Nutrition Program receive annual inspections from the Ventura County Environmental Health Department. Both areas received clean reports.
- The District has been informed that the federal funding approved through the FTA 5310 program is delayed to the point that it would be prudent to expend from the Vehicle Fleet Reserve fund to purchase while waiting for federal funding to be released.
- This current year audit, ending June 30, 2023, will be the final for Fanning & Karrh and the engagement letter will be presented on the next agenda.
- Per Board request, a new item has been included on the agenda, titled Emerging Opportunities, providing a platform for Board members to share topics of interest. CEO Ralston reviewed current policy #1071 regarding placing items on the agenda.
- Blair Barker, Care Services Director, has been appointed to serve on the VCAAA Advisory Council as the Service Provider representative. The VCAAA’s Advisory Council is a community-based body of advocates for persons aged 60 and over with a mission to involve

the community in creating and sustaining programs that impact senior living and family caregivers. Members represent the Ventura County Board of Supervisors, service providers, focus populations, and local cities.

- CEO Ralston informed the Board that Phillips Lifeline’s cancellation of service contract did not affect client services.
- In follow up to the Board’s request for information regarding services for people with autism and other special needs, both the Autism Society of Ventura County, and The ARC Ventura County are scheduled to tour the District in early June and make presentations to the Board at the July 27, 2023, regular board meeting.
- CEO Ralston participated in a group meeting with Senator Monique Limon’s office regarding various service topics; Senator Limon has visited the District several times.

11. Board President’s Report – None

12. Board Members Comments

- President Doria thanked the Board for their continued work with the district and program ideas.

13. Emerging Opportunities

CEO Ralston announced two organizations, The ARC and Autism Society Ventura County, that will be presenting at the July 27th Board Meeting about available resources in the county for adults with special needs.

14. Having no further business this meeting was adjourned at 1:53 p.m.

Thomas Doria, MD
President

SECTION 7

**DISCUSSION AND ACTION OF CONSENT AGENDA ITEMS PULLED,
IF NECESSARY**

JUNE 8, 2023

SECTION 8

BOARD ACTION ITEM 8-A

**REVIEW/ DISCUSSION /ACTION – CONSIDERATION, DISCUSSION, AND
STAFF RECOMMENDATION THAT THE BOARD OF DIRECTORS APPROVE THE
FISCAL YEAR 2023/2024 OPERATING AND CAPITAL BUDGETS**

JUNE 8, 2023

Camarillo Health Care District
Statements of Activities
Year-to-Date Performance May 2023
Consolidated All Departments

	11 Months Ended 31-May-23	2022-23 Annual Budget	2023-24 Annual Budget	Budget vs Budget	
				Variance Fav/(unfav)	Budget vs Budget % Change
REVENUE					
ADC Fees	122,475	200,000	200,000	0	0.00%
Community Education	6,862	12,900	18,567	5,667	43.93%
Contract-Caregiver Navigation Project	4,800	4,800	0	(4,800)	-100.00%
Contract-PICF-Blue Shield	0	843	0	(843)	-100.00%
Contract-PICF-Falls	20,115	14,000	21,728	7,728	55.20%
Donations	10,160	1,500	0	(1,500)	-100.00%
Donations-Scholarship	370	2,500	2,500	0	0.00%
Facility Use Rental	6,711	8,000	13,280	5,280	66.00%
Facility Use-Lease	4,345	9,093	9,597	504	5.54%
Fischer Fund Distribution	152,015	150,000	155,000	5,000	3.33%
Grant - City of Camarillo Care-A-Van	26,125	28,500	0	(28,500)	0.00%
Grant-Rupe Found SHARE	2,292	10,000	0	(10,000)	-100.00%
Grant - City of Cam CDBG CV3	45,833	50,000	50,000	0	100.00%
Grant - City of Cam CDBG VR	0	0	6,000	6,000	100.00%
Grant-SCAN Community	8,866	9,800	2,500	(7,300)	-74.49%
Grant-VCAAA Caregiver Respite	19,290	36,750	40,000	3,250	8.84%
Grant-VCAAA-Sr Nutrition	135,363	105,343	186,660	81,317	77.19%
Grant-VCAAA-SS Line	40,133	50,000	50,000	0	0.00%
Grant-VCAAA-OARR Legal	61,531	0	203,946	203,946	#DIV/0!
Grant-VCAAA-Cal Grows	0	0	54,580	54,580	#DIV/0!
Health Screening Fees	0	200	0	(200)	-100.00%
Healthy Attitude Advertising	4,000	5,000	4,000	(1,000)	-20.00%
Interest Income	98,069	10,500	125,000	114,500	1090.48%
Lifeline Fees	10,293	20,640	0	(20,640)	-100.00%
Other Income -Admin	15,864	18,300	9,963	(8,337)	-45.56%
Sr. Nutrition - Sponsorship	600	1,200	800	(400)	-33.33%
Sr Nutrition Home Delivered	29,371	30,000	32,130	2,130	7.10%
Tax Revenue-Admin	3,249,380	3,175,793	3,346,866	171,073	5.39%
Transport Fees ADC	17,723	25,000	26,500	1,500	6.00%
Transportation Fees	9,415	22,000	18,100	(3,900)	-17.73%
TOTAL REVENUE	4,102,001	4,002,662	4,577,717	575,055	14.37%

EXPENSES					
Salaries	1,406,624	1,708,585	1,957,009	248,424	-14.54%
Payroll Taxes	112,114	134,278	153,633	19,355	-14.41%
Benefits-PERS-Health	170,238	241,740	368,000	126,260	-52.23%
Benefits-PERS-Retirement	107,370	133,082	162,902	29,820	-22.41%
Benefits - Workers Comp	49,968	65,284	31,242	(34,042)	52.14%
Benefits - Life/ADD	27,458	28,137	31,941	3,804	-13.52%
Benefits-OPEB	68,082	66,617	66,617	0	0.00%
PERS Retirement UAL	153,175	158,446	146,000	(12,446)	7.86%
Advertising & Promotion	10,913	45,547	38,650	(6,897)	15.14%
Association Fees	63,162	69,428	71,546	2,118	-3.05%
Audit Fees	24,165	24,500	24,750	250	-1.02%
Bank & Credit Card Charges	1,075	6,785	1,200	(5,585)	82.31%
Board Stipend/Costs	5,600	9,900	33,728	23,828	-240.69%
Community/Staff Outreach	10,559	17,577	14,157	(3,420)	19.46%
Continuing Education-Staff	18,463	50,403	58,690	8,287	-16.44%
Continuing Education-Trustee	24,073	35,074	14,801	(20,273)	57.80%
Contractors - Operations	82,786	133,512	281,872	148,360	-111.12%
Contractors - Facilities	32,735	51,891	45,433	(6,458)	12.45%

Camarillo Health Care District
Statements of Activities
Year-to-Date Performance May 2023
Consolidated All Departments

	11 Months Ended	2022-23	2023-24	Budget vs Budget	
	31-May-23	Annual Budget	Annual Budget	Variance Fav/(unfav)	Budget vs Budget % Change
Depreciation Expense	107,057	122,158	115,000	(7,158)	5.86%
Dues/Subscriptions	46,489	40,157	51,321	11,164	-27.80%
Educator Cost	0	13,000	4,179	(8,821)	67.85%
Election Costs	900	30,000	1,000	(29,000)	96.67%
Emerging Community Opportunities	0	0	100,000	100,000	#DIV/0!
Fleet Maintenance	16,117	20,000	27,608	7,608	-38.04%
Gas & Oil	18,432	15,000	21,600	6,600	-44.00%
Insurance	83,159	113,304	106,481	(6,823)	6.02%
IT Services	73,970	62,000	66,879	4,879	-7.87%
LAFCO Assessments	2,413	2,569	2,535	(34)	1.32%
Legal Fees	14,441	35,000	30,000	(5,000)	14.29%
Licenses & Fees	5,634	8,388	17,550	9,162	-109.23%
Mileage	8,831	11,875	15,106	3,231	-27.21%
Minor Equipment	69,254	27,863	24,359	(3,504)	12.58%
Partner Initiatives	0	2,000	2,000	0	0.00%
Postage	33,292	40,322	42,340	2,018	-5.00%
Printing	88,895	91,231	97,739	6,508	-7.13%
Program Matls/Activities	12,405	33,368	41,651	8,283	-24.82%
Refunds	430	2,510	1,300	(1,210)	48.21%
Repairs & Maintenance	25,137	7,263	17,939	10,676	-146.99%
Storage Rent/Equip Lease	7,755	8,991	9,193	202	-2.25%
Supplies	11,250	18,424	14,694	(3,730)	20.25%
Telephone	23,905	25,920	24,960	(960)	3.70%
Utilities	40,722	34,710	42,000	7,290	-21.00%
TOTAL EXPENSES	3,104,125	3,746,839	4,379,605	632,766	-16.89%
NET RESULTS	997,876	255,823	198,112	-57,711	



Camarillo
HEALTH
CARE DISTRICT

Proposed Operating & Capital Budget FY 2023-24

2023-24

Board of Directors

<i>President</i>	Tom Doria, MD
<i>Vice President</i>	Neal Dixon, MD
<i>Clerk of the Board</i>	Paula Feinberg
<i>Director</i>	Christopher Loh, MD
<i>Director</i>	Louanne Kroell, PT

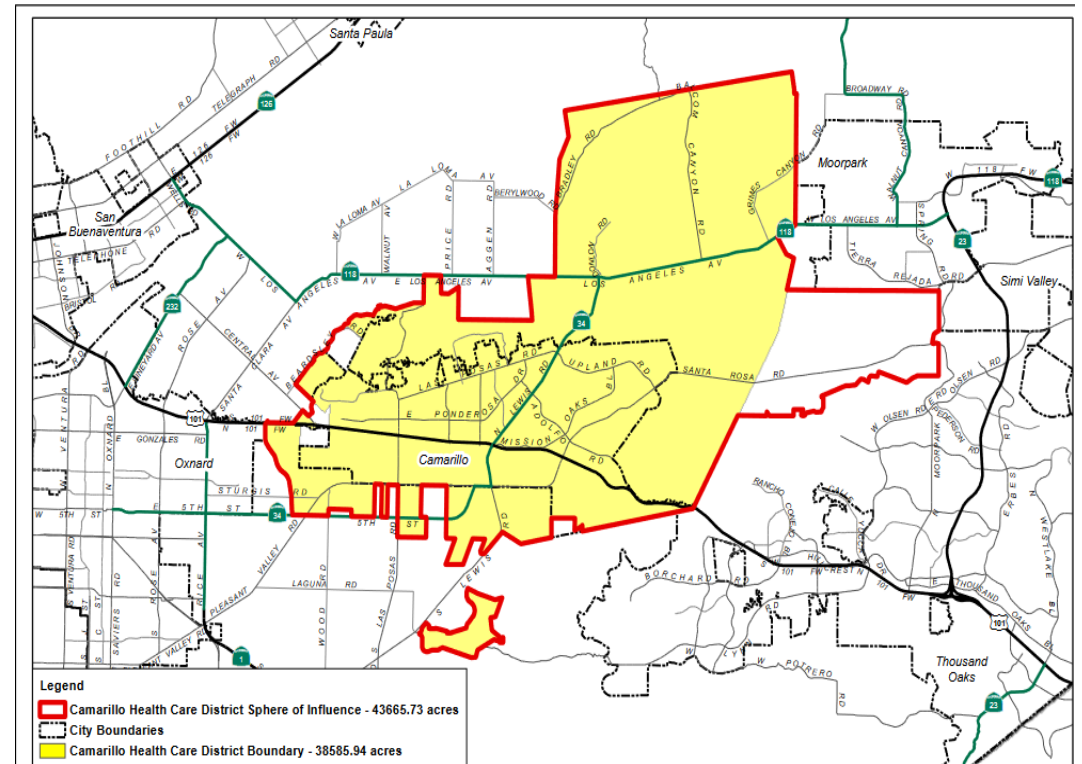
MISSION

To be a highly respected, preferred partner in Ventura County's continuum of health care by providing valuable, effective, measurable and integrated community-based health services that optimize health and wellness.

Camarillo Health Care District

There are 76 health districts in California; most are hospitals. Camarillo Health Care District is one of 16 community-based health districts and is a public government agency.

Camarillo Health Care District service area is 38,585.94 acres (or 60.29 square miles), with 78,545 citizens (2020 census data). 57,150 of those are voting age (73% are age 18 or older).



Guiding Forces

Community Health Needs Assessment 2022

...produced by VC Community Health Improvement Collaborative; Camarillo Health Care District is a charter member

Community Health Needs Assessment 2022 *(excerpt)*

- Mental Health/Substance Abuse
- Prevention of Chronic Conditions
- Equitable Access to Healthcare

VCAAA Strategic Plan 2022-24

...focus is on unpaid caregivers, persons with disabilities, and persons age 60 and older; Camarillo Health Care District serves on Advisory Council

VCAAA Strategic Plan 2022-24 Goal 1 Objectives *(excerpt)*

- Transportation
- Food/Nutrition
- Health, Fitness and Fall Prevention
- Family Caregiver Services
- Maintaining Independence
- Socialization/Prevention of Loneliness/Isolation

Ventura County Master Plan for Aging

...executive order by CA governor *(N-14-19)*; created VC specific; Camarillo Health Care District instrumental on task force

Ventura County Master Plan for Aging *(excerpt of 5 Bold Goals)*

- Housing
- Health Reimagined
- Inclusion, Not Isolation
- Caregiving that Works
- Affordable Aging

COVID-19 Pandemic Impacts Four Fiscal Years



FY 2019/2020

March 13, 2020.....



FY 2020/2021

.....July 2020 - June 2021.....



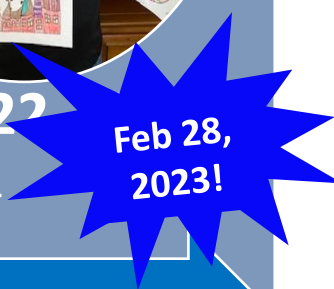
FY 2021-2022

.....July 2021 – June 2022.....



FY 2022

.....July 2022 –



**Feb 28,
2023!**

Final restriction for adult day center lifted May 11

Revenue Categories

Property Tax Receipts

- 73% of proposed revenue
- 3% proposed increase over projected YTD 11mos
- Twice a year (*based on county collection*)
 - ~55% distribution in December
 - ~40% distribution in April
 - True up 5% remainder of fiscal year

User Fees

- Adult Day Center
- Facility Use/Rental
- Community Education, Classes, Programs
- Transportation

Legacies & Bequests

- Russell Fischer Fund

Grants/Contracts

- CDA-CalGrows
- City of Camarillo
 - Senior Nutrition
 - CDBG Mobile VR
- Partners In Care
- VCAAA-OOAR
- VCAAA
 - Senior Nutrition
 - Senior Support Line
 - Home Mods/Respite
 - Caregiver Services

Investment Income

- Interest earned

Other/Misc Donations



Expenditures Categories

Salary

- Workforce is largest expense

Benefits/PERS/OPEB

- Some required by law
- Some affected by factors over which there is minimal or no control
- Some have been strategically developed to recruit/retain excellent staff

Programs & Services

- Contractors/Consultants
- Instructor Fees
- Continuing Education-Staff
- Mileage
- Program Materials
- Gas/Oil
- Fleet Maintenance
- Minor Equipment
- Supplies
- Advertising/Promotion
- Refunds
- Printing

Facilities/Depreciation

- Fully-owned assets
- 13,200 sf/22 units; Dos Caminos Plaza
- Line Items
 - Repairs/Maintenance
 - Association fees; Insurance
 - Storage Rent/Equipment lease
 - Telephone; Utilities
 - Licenses/fees

Oversight

- Audit fees
- Dues/Subscriptions
- Continuing Educ-Trustee
- Trustee Stipend
- LAFCo

Admin/Operations

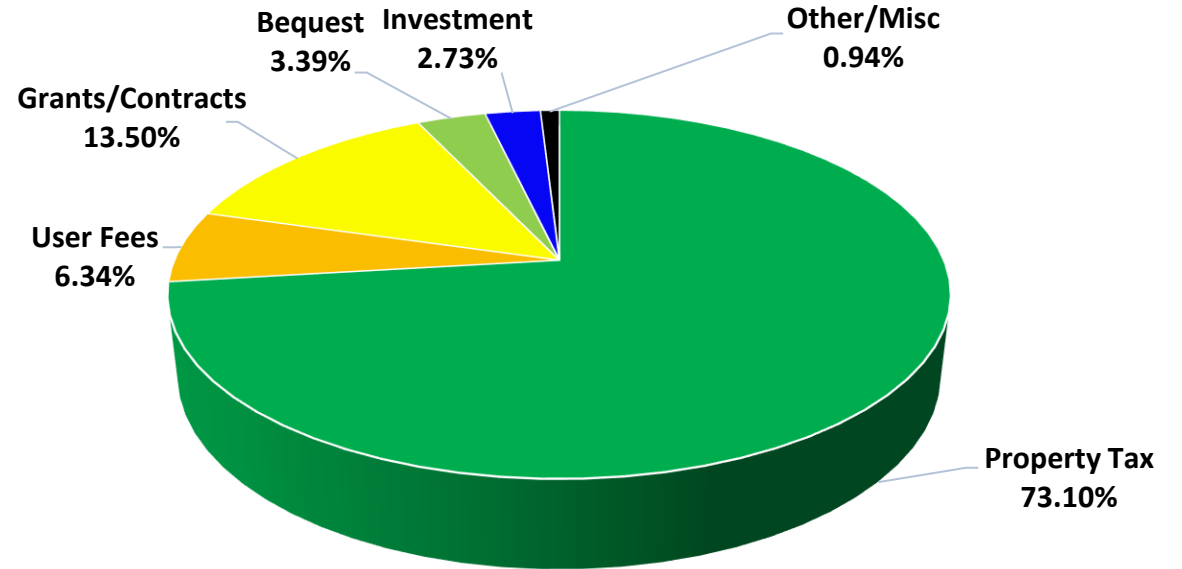
- Community Outreach
- Dues/Subscriptions
- Postage
- Insurance (Facilities, Auto, Workers Comp, Operations)
- Bank/Credit Card Charges

Legal

- General counsel; Personnel

Revenue Categories

Category	Budgeted 2022/23	Proposed 2023/24	YOY Variance
Property Tax	\$3,175,793	\$3,346,866	+\$171,073
User Fees	\$302,833	\$290,044	(\$12,789)
Grants & Contracts	\$312,536	\$617,914	\$305,378
Legacies & Bequests	\$150,000	\$155,000	+\$5,000
Investment Income	10,500	\$125,000	+\$114,500
Other/Misc	\$51,000	\$42,893	(\$8,107)
TOTAL	\$4,002,662	\$4,577,717	\$575,055



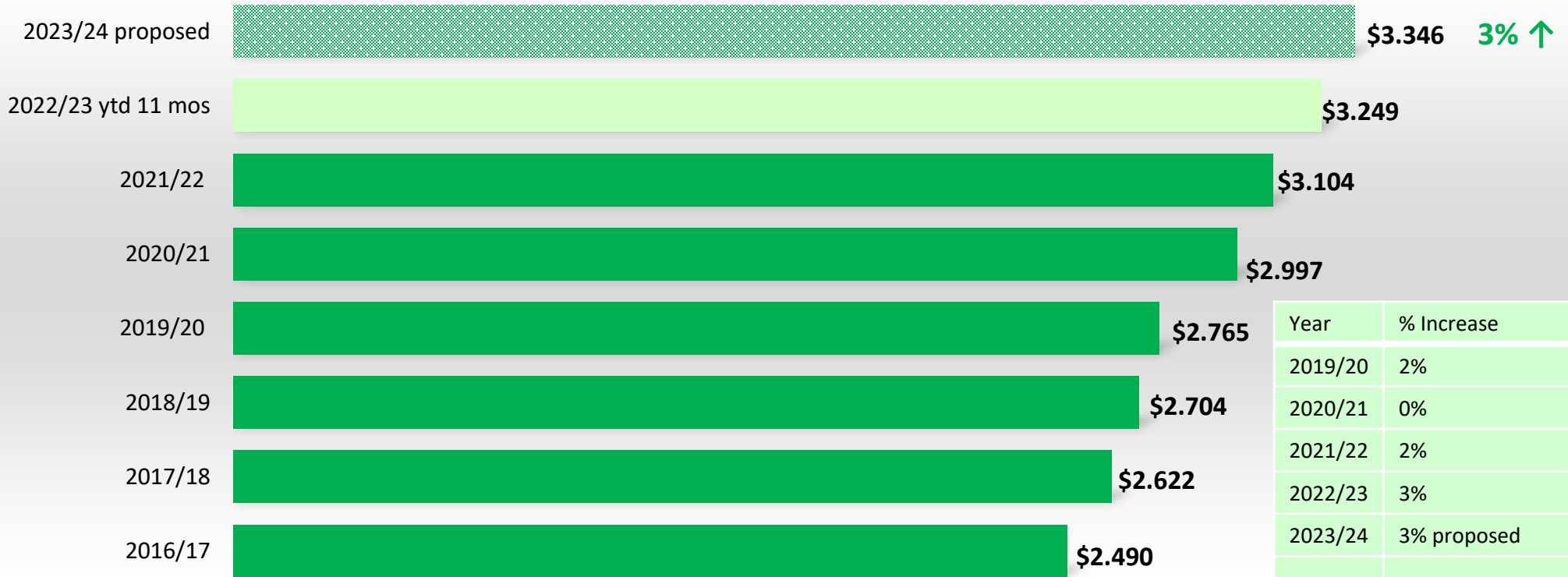
Percent to Total Revenue: Historical View

	2020/21	2021/22	2022/23	2023/24
Tax Distribution	77%	70.86%	79.34%	73.10%
User Fees	9%	8.73%	7.57%	6.34%
Grants & Contracts	9%	7.73%	7.81%	13.50%
Fischer Bequest	4%	3.40%	3.75%	3.39%
Other/Misc	1%	.98%	1.27%	.94%
Investment Inc	-	.59%	.26%	2.73%

Property Tax Receipts

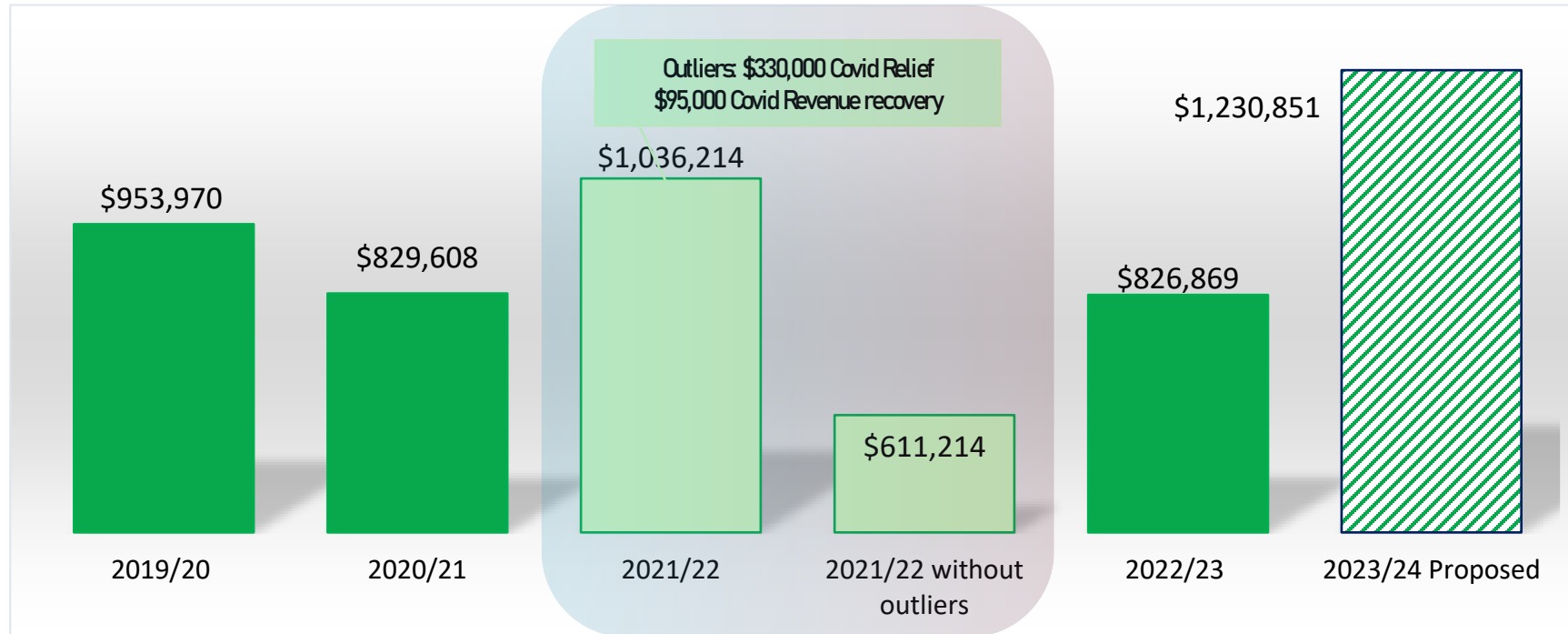
Historical Perspective

Tax Receipts shown in millions



Year	% Increase
2019/20	2%
2020/21	0%
2021/22	2%
2022/23	3%
2023/24	3% proposed

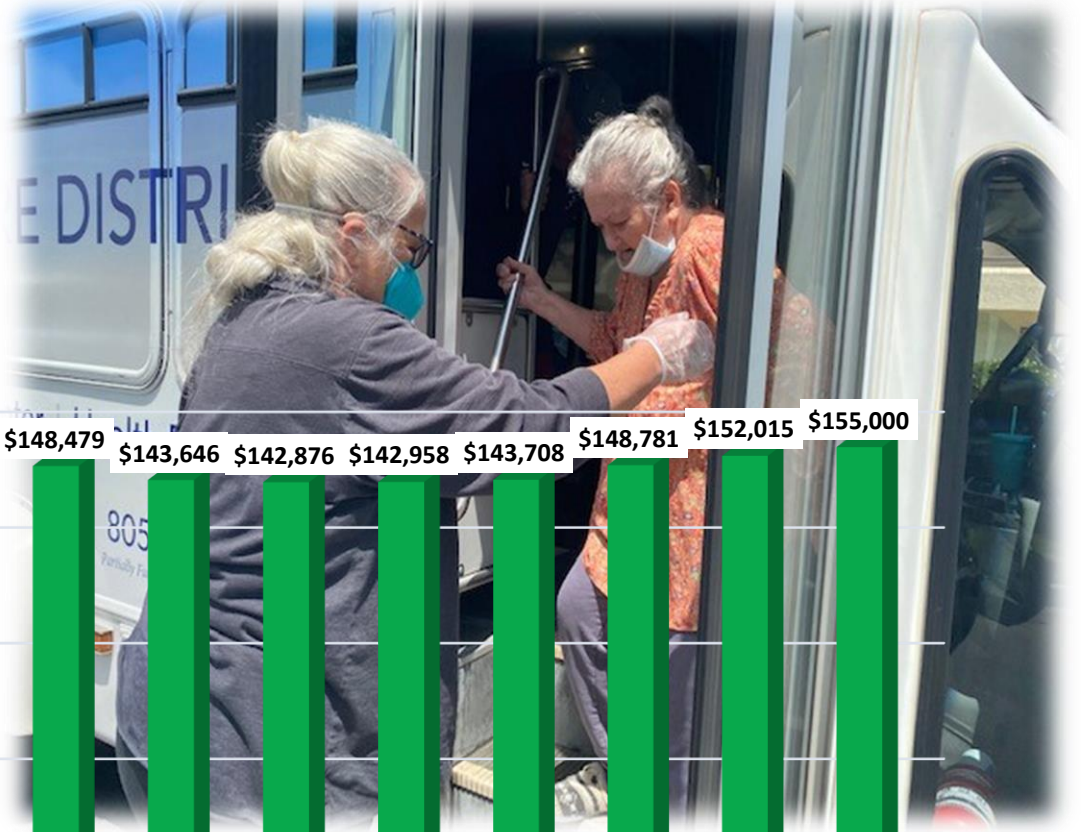
Enterprise & Other Revenue (other than property tax)



Russell Fischer Fund Distribution

Transportation Services

This bequest has distributed \$1,923,931 since inception



User Fee Schedules

Adult Day Center: District Resident

FULL-DAY Attendance: 9:00AM-3:00PM, 2 Snacks, 1 lunch included

Weekly Attendance	Monthly Rate
1 day	\$312/week
2 days	\$624/week
3 days	\$912/week
4 days	\$1,216/week
5 days	\$1,520/week

**Alternative Daily Rate: \$80/day*

HALF-DAY Attendance: 9:00AM-12:30PM or 11:30am-3:00pm, 1 Snack, 1

Weekly Attendance	Monthly Rate
1 day	\$248/week
2 days	\$496/week
3 days	\$720/week
4 days	\$960/week
5 days	\$1,200/week

**Alternative Daily Rate: \$64/day*

Adult Day Center: Non-District Resident

FULL-DAY Attendance: 9:00AM-3:00PM, 2 Snacks, 1 lunch

Weekly Attendance	Monthly Rate
1 day	\$320/week
2 days	\$640/week
3 days	\$936/week
4 days	\$1,248/week
5 days	\$1,560/week

HALF-DAY Attendance: 9:00AM-12:30PM or 11:30am-3:00pm, 1 Snack, 1

Weekly Attendance	Monthly Rate
1 day	\$256/week
2 days	\$512/week
3 days	\$744/week
4 days	\$992/week
5 days	\$1,240/week

User Fee Schedules

Transportation Services



Health/Medical Appointments
 Dialysis
 Chemotherapy/Radiation
 Wound Care
 Activities of Daily Living
 Outpatient Transportation
 CHCD Adult Day Center
 Transportation

Rides originate in District

Starting Location	Destination	Fare (each way)
Camarillo	Camarillo	\$20/way
Camarillo	Moorpark	\$30/way
Camarillo	Oxnard	\$25/way
Camarillo	Simi Valley	\$30/way
Camarillo	Thousand Oaks	\$25/way
Camarillo	Ventura	\$30/way
Camarillo	Westlake Village	\$30/way
Camarillo	Woodland Hills	\$50/way

User Fee Schedules

Facility Use/Rental

Room	Rate/Hr	Minimum
Bldg F, Boardroom (Internet/AV)	\$40	2 hr.
Bldg F, 160 (Internet/AV)	\$45	2 hr.
Bldg F, 161	\$40	2 hr.
Bldg F, 160 + 161	\$80	2 hr.
Bldg E, 115	\$45	2 hr.
Bldg E, 124 with Kitchen Use	\$50	2 hr.
Bldg E, 124 no Kitchen Use	\$40	2 hr.
Bldg H, Classroom (Internet/AV)	\$50	2 hr.
Bldg H, Group Room	\$35	2 hr.
Bldg H, Tranquility Room	\$35	2 hr.
Bldg H, Office 1 or 4	\$20	2 hr.

Community Education

- Speaker/Instructor mandated fees; vary
- Grant or other mandated fees; vary
- Cancellations/refunds
- Materials and/or Use Fees
 - Non-resident rates
- *Use of Adult Day Center/Commercial Kitchen fees determined upon request/purpose*
- *Long-term Rental/Lease dependent on availability*



User Fee Schedules

Senior Nutrition Program

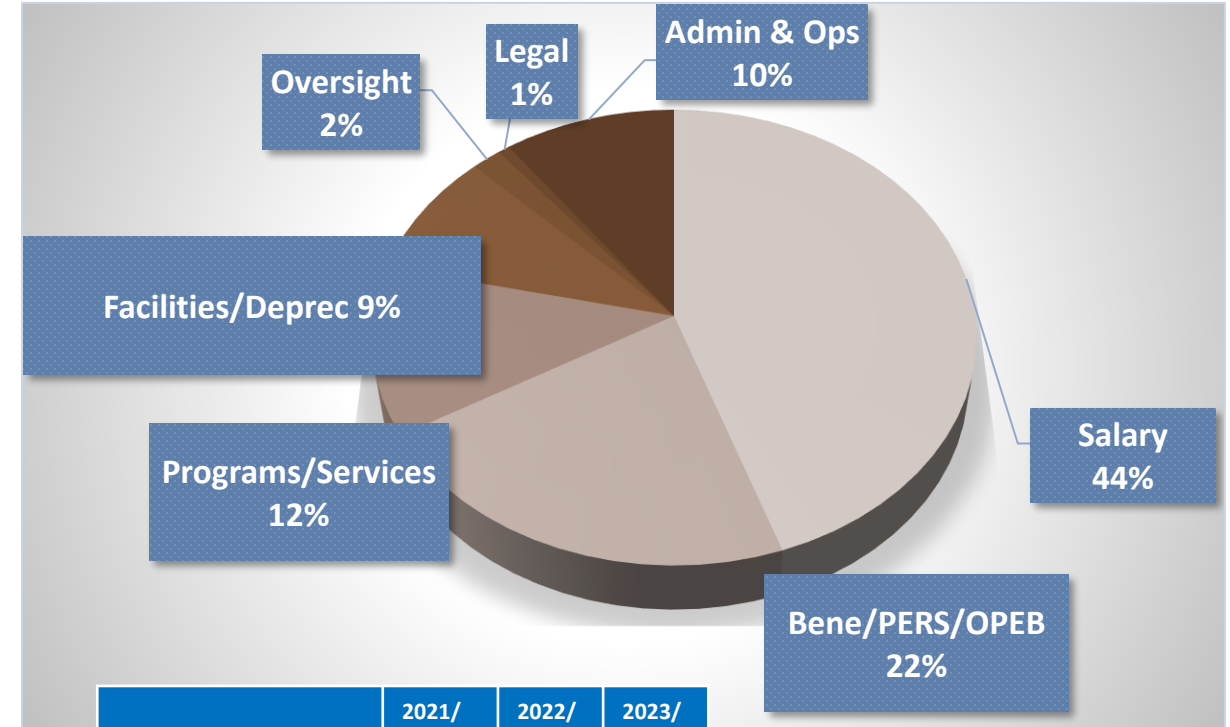
- GRANT: No fee allowed per funding source
- Partial funding by VCAAA; City of Camarillo; Donor Support
- \$3.00/meal donation recommended by VCAAA (cannot require or track)
- Meals served since inception (2005) = 550,000+

550,000
meals
delivered!



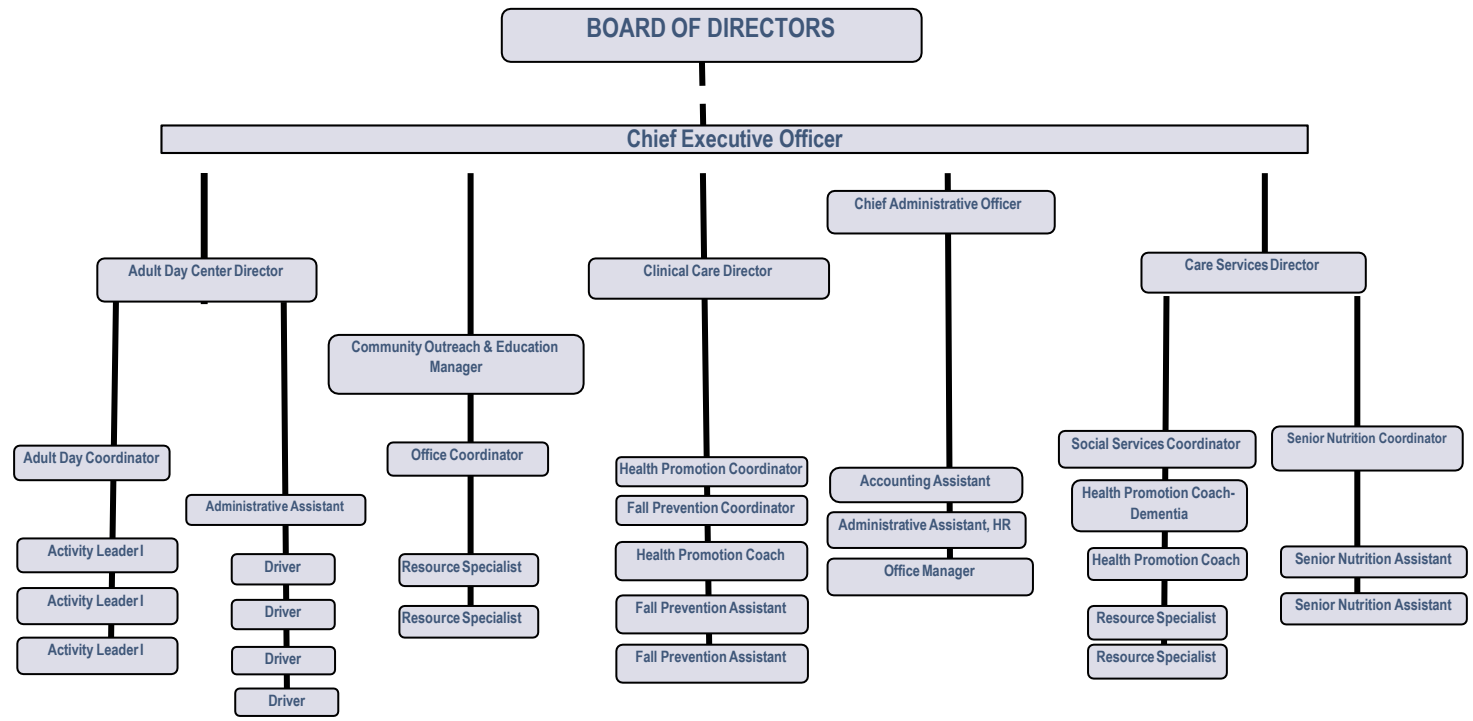
Expenditure Categories

Category	Budgeted 2022/23	Proposed 2023-24	YOY Variance
Salary	\$1,708,585	\$1,957,009	+\$248,424
Benefit/PERS/OPEB/UAL	\$827,584	\$960,335	+\$138,751
<i>INCREASE MONTHLY HEALTH INSURANCE PREMIUM</i>	<i>\$790/mo * eligible</i>	<i>\$1,000/mo * eligible (30.404 FTE)</i>	<i>+\$76,618</i>
Programs/Services	\$397,508	\$521,623	+\$124,115
Facilities/Deprec.	\$382,361	\$392,950	+\$10,589
Oversight	\$102,043	\$76,814	(\$25,229)
Legal	\$35,000	\$30,000	(\$5,000)
Admin & Operations	\$293,758	\$440,874	+\$147,116
TOTAL	\$3,746,839	\$4,379,605	\$638,766



	2021/22	2022/23	2023/24
Admin & Ops	12%	8%	10%
Facilities/Dep	10%	10%	9%
Legal	1%	1%	1%
Oversight	2%	3%	2%
Programs & Services	14%	10%	12%
Sal/Benefits	61%	68%	66%

Workforce: Organizational Chart

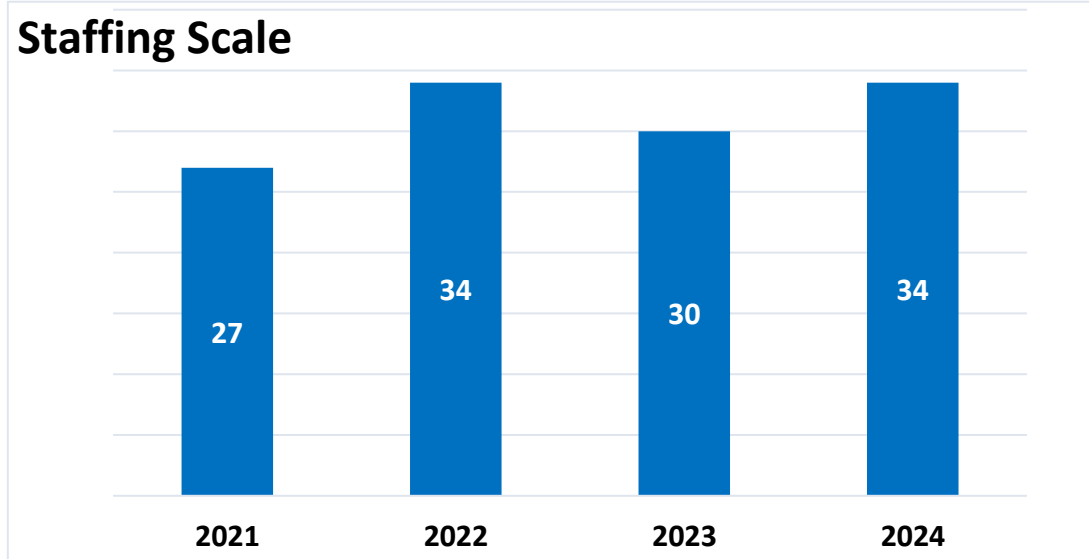


Workforce

As a service agency, the District’s largest expense, and most valuable asset, is the workforce.

One of the Guiding Principles states that the District will:

“Build(ing) core competencies and a knowledge base of emerging research, programs, technologies, policies and initiatives that improve health outcomes in the community, by recruiting, training and retaining a professional workforce”.



Hours/week	# of EEs
40 hrs/wk	28
39-30 hrs/wk	3
Less than 30 hrs/wk	3
<i>(30.404 FTE)</i>	

Workforce

This chart reflects the tenure of the current 29 EE. The budget contemplates a total of 34, which would add 5 more to the 0-5 years category.

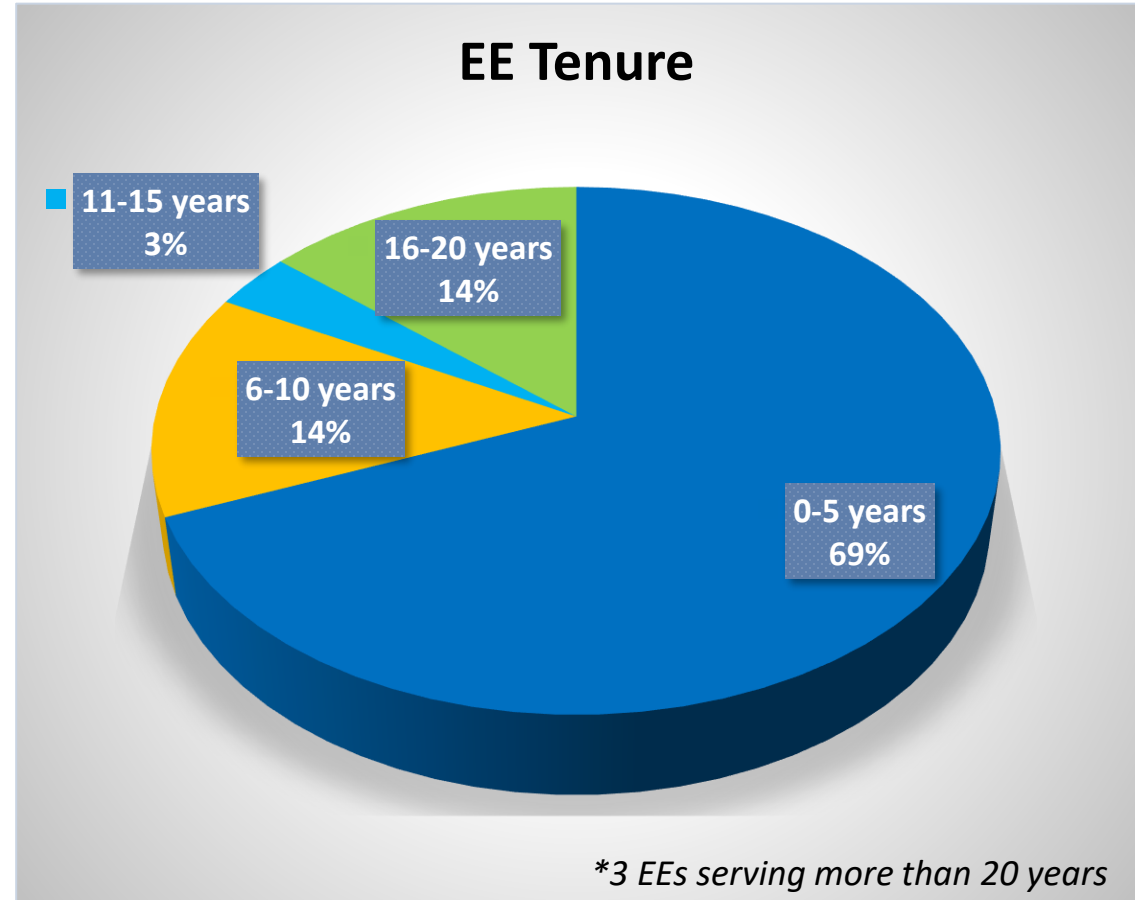
In 2021, the COVID-19 pandemic caused nearly 25% of existing workforce to leave their positions, for a variety of reasons:

- *childcare issues*
- *family care issues*
- *relocation/new jobs*

The strong base of new hires is testament that the District remains a desirable place to work; it is our task to remain competitive.

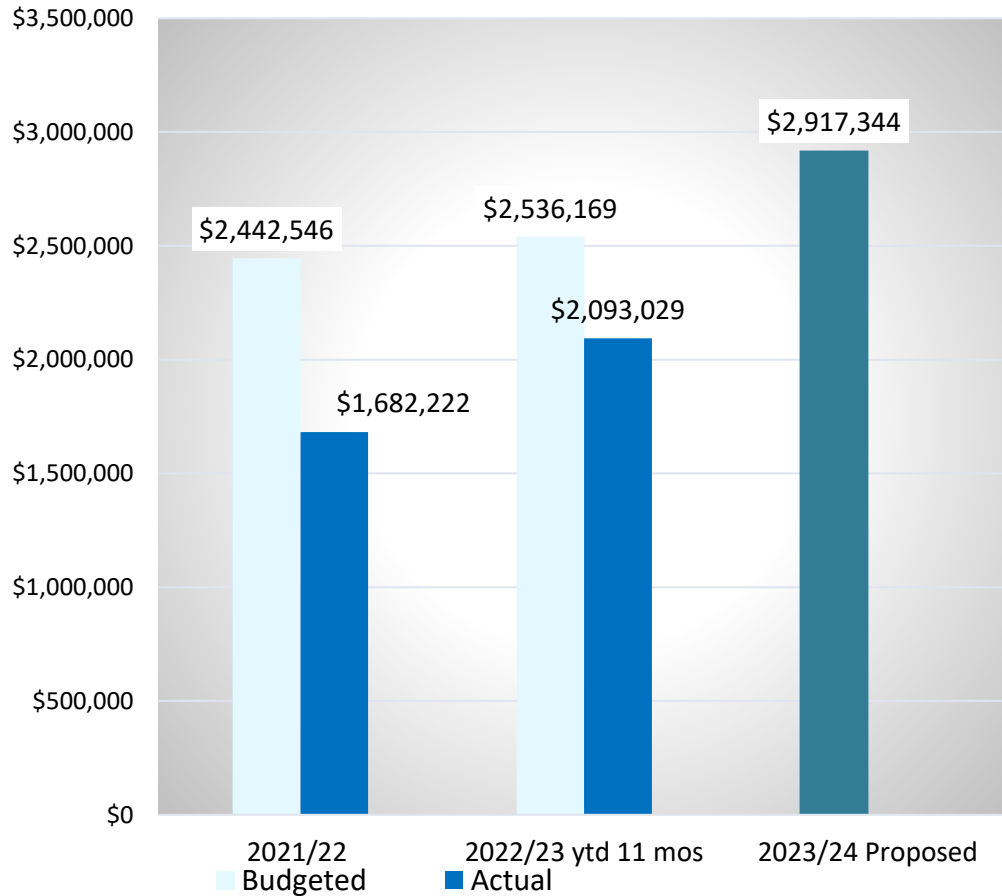
Challenges:

- *Competitive pay and benefits*
- *Remote work preferences*
- *Skilled/experienced workers*
- *Job hoppers*

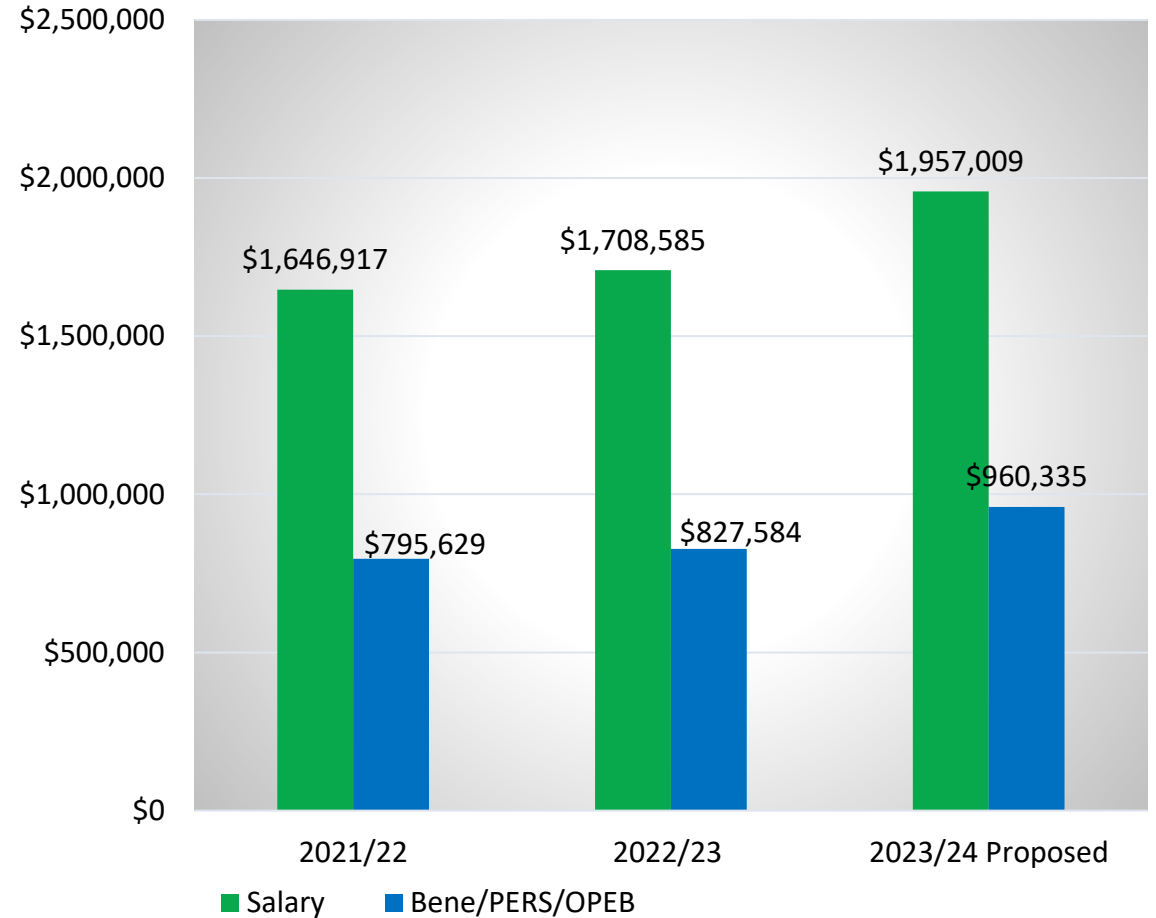


Labor Costs

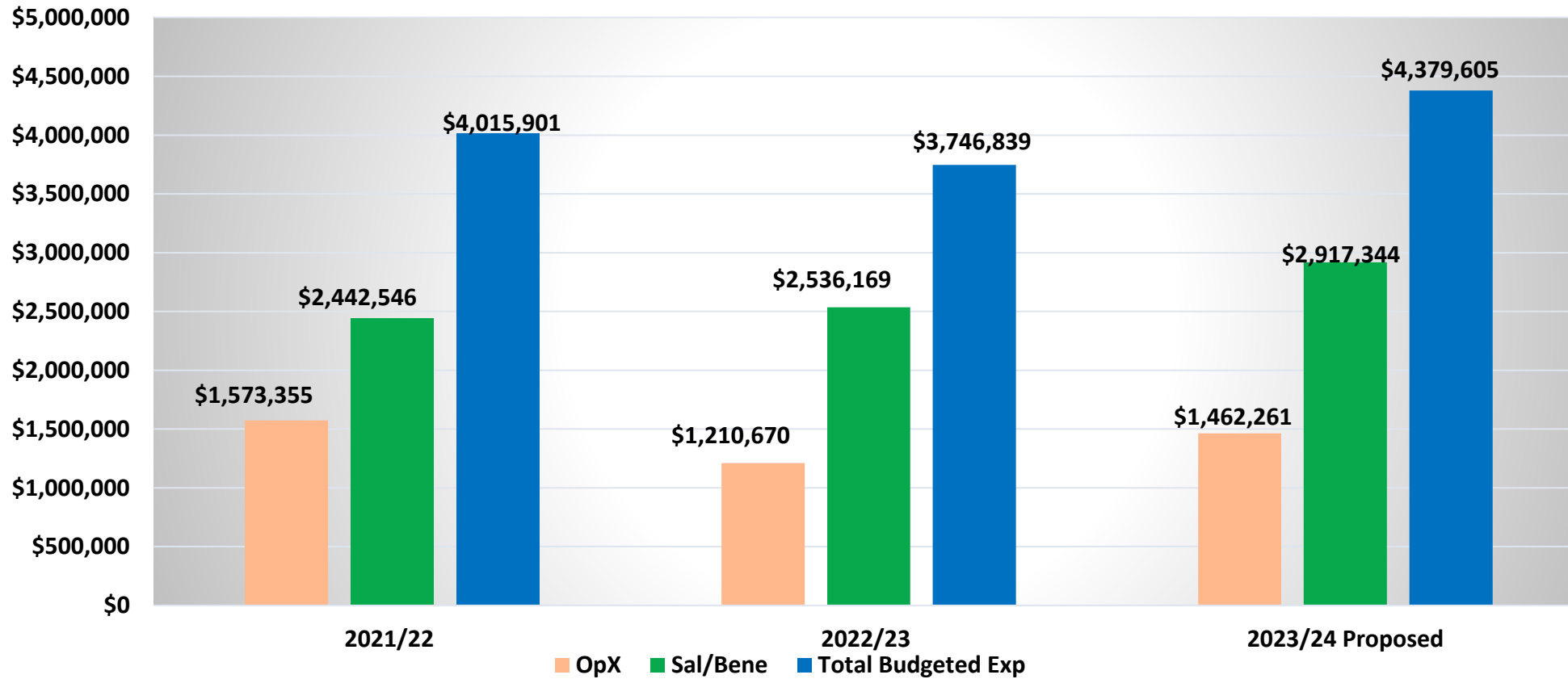
Salary + Benefits Combined: Budget to Actual



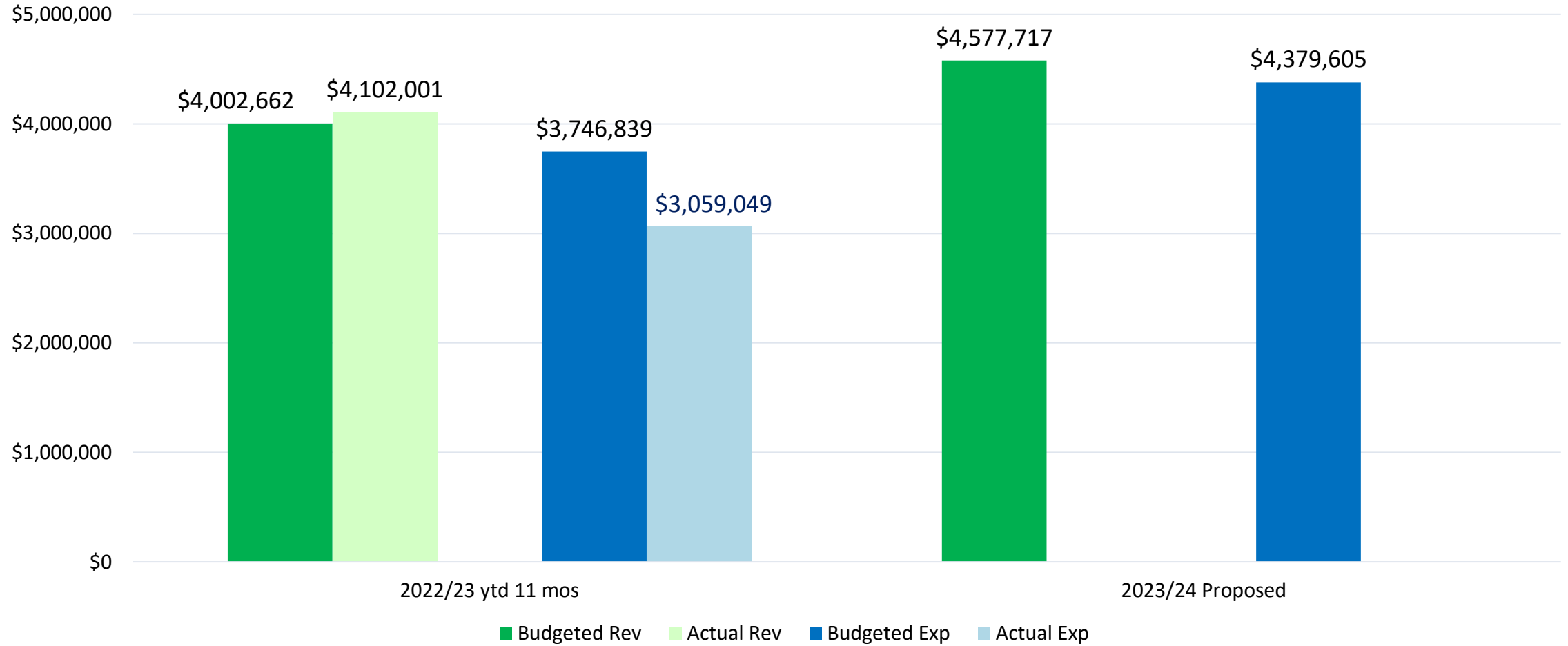
Salary vs. Benefits Comparison



Operating & Labor Cost Comparison



Actual to Budget Review



Proposed Operating Budget, Consolidated FY 2023/24

Revenue	Amount
Property Tax	\$3,346,866
User Fees	\$290,044
Grants/Contracts	\$617,914
Bequest	\$155,000
Investment Income	\$125,000
Other Income/Misc	\$42,893

Expense	Amount
Salary	\$1,957,009
Bene/PERS/OPEB	\$960,335
Programs/Services	\$521,623
Operations	\$440,874
Facilities/Deprec	\$392,950
Oversight	\$76,814
Legal	\$30,000

Total Consolidated

Revenue	\$4,577,717
Total Expenses	\$4,379,605
NET POSITION	\$198,112

Proposed Capital Budget: FY 2023/24

Dept	Description	Quantity	Unit Price	Not to Exceed
Facilities	HVAC Unit Replacement Unit #5: installed approx. 1998; Bldg E123; Hallway (25 yrs old) Unit #3: installed 2000; Bldg E117; Adult Day Center (23 yrs old) Unit #7: installed 2000; Bldg E115; Sierra Room (23 yrs old) Unit #9: installed 2000; Bldg F153: Administration (23 yrs old)	4	\$13,000	\$55,000*
Transportation	Vehicle Replacement Electric Ford E-Transit	1	\$92,035	\$100,000
Adult Day Center	Grease Trap Replacement	1	\$21,365	\$25,000
	total	6 items	\$165,400	\$180,000

SECTION 8

BOARD ACTION ITEM 8-B

**REVIEW/ DISCUSSION /ACTION – CONSIDERATION, DISCUSSION, AND
STAFF RECOMMENDATION THAT THE JUNE 29, 2023, BOARD OF DIRECTORS
MEETING BE WAIVED IF THE OPERATING AND CAPITAL BUDGETS FOR
FISCAL YEAR 2023/2024 ARE APPROVED ON THE FIRST READING,
JUNE 08, 2023**

JUNE 8, 2023

SECTION 8

BOARD ACTION ITEM 8-C

**REVIEW/ DISCUSSION /ACTION – CONSIDERATION, DISCUSSION, AND
STAFF RECOMMENDATION THAT THE BOARD OF DIRECTORS APPROVE THE
AUDIT ENGAGEMENT LETTER FOR FISCAL YEAR ENDING JUNE 30, 2023,
FROM CINDY FANNING, CPA, FANNING & KARRH**

JUNE 8, 2023



May 17, 2023

To the Board of Directors and Management of
Camarillo Health Care District:

We are pleased to confirm our understanding of the services we are to provide Camarillo Health Care District for the year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements, including the related notes to the financial statements, which collectively comprise the basic financial statements of Camarillo Health Care District as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Camarillo Health Care District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Camarillo Health Care District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) CalPERS Schedule of Proportionate Share of the Net Pension Liability
- 3) CalPERS Schedule of Contributions
- 4) Schedule of Changes in the Net OPEB Liability and Related Ratios

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the State Controller's Minimum Audit Requirements for California Special Districts, and will include tests of your accounting records of Camarillo Health Care District and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve

collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Camarillo Health Care District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of Camarillo Health Care District in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our

audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relating to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations and schedules we request and will locate any documents selected by us for testing. The audit documentation for this engagement is the property of Fanning & Karrh, CPAs and constitutes confidential information.

We will provide copies of our reports to Camarillo Health Care District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Cynthia Fanning is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in September 2023 and to issue our reports no later than December 15, 2023.

Our fee estimate anticipates keeping our time to a reasonable minimum by maximizing the participation of your personnel in routine aspects of the audit, such as preparation of schedules and analyses. The professional fees for our services described above will be in the range of \$23,000 to \$24,750 (excluding out-of-pocket expenses which will be limited to \$500).

Estimating the fees for the work to be performed is extremely difficult to do; however we are willing to perform the proposed engagement with the understanding that our fees will not exceed the above maximum unless unforeseen circumstances arise. If a circumstance such as this arises, we will advise you as soon as possible and obtain agreement on how we should proceed. Should the engagement require less time than is presently anticipated, our fees would be reduced accordingly. Our fees for any additional services you may request will be mutually agreed upon before we commence work. Any amendment must be expressly set forth in writing and signed by both parties.

Reporting

We will issue a written report upon completion of our audit of Camarillo Health Care District's financial statements. Our report will be addressed to the Board of Directors of Camarillo Health Care District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that Camarillo Health Care District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to continue to be of service to Camarillo Health Care District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,


Cynthia L. Fanning
Fanning & Karrh, CPAs

This letter correctly sets forth the understanding of Camarillo Health Care District.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

SECTION 8

BOARD ACTION ITEM 8-D

**REVIEW/ DISCUSSION /ACTION – CONSIDERATION, DISCUSSION, AND
STAFF RECOMMENDATION THAT THE BOARD OF DIRECTORS APPROVE THE
LEGAL SERVICES AGREEMENT FROM ALEKS GIRAGOSIAN, ESQ.,
COLANTUONO HIGHSMITH WHATLEY, PC**

JUNE 8, 2023

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is made and entered into by and between the law firm of Colantuono, Highsmith & Whatley, PC, ("Firm") and the Camarillo Health Care District ("District").

RECITALS

A. The District desires to retain the Firm on an interim basis to discharge the duties of the office of General Counsel and to designate a member of the Firm as General Counsel.

B. The attorneys of the Firm are duly licensed under the laws of the State of California and are fully qualified to discharge the duties of the office of General Counsel and to provide the services contemplated by this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

I. SCOPE OF SERVICES.

A. The Firm shall discharge the duties of the office of General Counsel of the District and shall use its best efforts to provide legal services in a competent and professional manner. The Firm shall provide all legal services to the District of the kind and nature typically provided by an in-house General Counsel's office unless specifically stated otherwise in this Agreement or otherwise directed in writing by the District. Except where conflict of interest rules require otherwise, the Firm shall supervise the activities of all other counsel retained by or for the District and shall review the work of such counsel on behalf of the District.

B. The legal services to be provided by the Firm shall consist of those set forth in Exhibit "A" attached hereto and shall be billed at the rates set forth therein.

2. DESIGNATION OF GENERAL COUNSEL.

Aleks R. Giragosian is designated as General Counsel of the District and Michael G. Colantuono is designated as Assistant General Counsel of the District. The parties understand and agree that the Firm may, from time to time, utilize other attorneys within the Firm to assist Mr. Giragosian in the performance of this Agreement but that Mr. Giragosian will attend Board meetings when requested and will supervise all services rendered under this Agreement.

3. BILLING PROCEDURES AND MONTHLY STATEMENTS.

A. The Firm shall submit to the District, within 30 days after the end of each calendar month, an itemized statement of the professional services provided and the time expended to provide those services in the form customarily submitted by the Firm to clients which are billed on an hourly basis. The parties acknowledge that payment of all monthly statements is expected to be made within 30 days of the billing date. The District will not be liable for interest or finance charges, although persistent late payment shall be a basis for the Firm to review its relationship with the District.

B. The Firm will bill the District for actual, out-of-pocket expenses such as, but not limited to, authorized travel, including mileage at the IRS rate, long-distance telephone calls (other than calls between the District's and the Firm's offices), filing fees, duplication, computerized legal research (except as provided to the contrary below), and similar out-of-pocket expenditures. Photocopies shall be billed at 15 cents per page, outgoing faxes will be charged at \$1 per page. Travel to and from board meetings will be billed at half the actual travel time. All other expenses will be billed at cost, without markup. The Firm will not charge for word-processing services or secretarial overtime. The Firm will make best efforts to avoid the use of outgoing faxes, and the costs associated with them, by use of email, U.S. Mail and other means. These items will be separately designated on the Firm's monthly statements as "disbursements," and will be billed in addition to fees for professional services. The Firm will not charge the District for computerized legal research within the scope of its contract with Westlaw or a similar provider, but will pass through to the District at cost, without markup, its cost for use of specialized databases outside that contract.

C. Time will be charged by the Firm in increments of 1/10 of an hour (i.e., six-minute units). The rate structure in general, or the rates of attorneys of particular levels of experience, may be increased or altered from time to time, after written notice to, and approval by, the District. No such change shall affect the terms of Exhibit A to this Agreement absent amendment of this Agreement pursuant to Section 8 below. The current hourly rates of the Firm's professionals are shown in Exhibit B attached hereto.

D. The Firm will not charge the District for the attendance of more than one attorney at any meeting, proceeding or deposition without first discussing the need to do so with the principal client contact for the matter, and will limit multiple attendance to exceptional circumstances where such attendance is necessary for the benefit of the client.

E. On occasion, we may receive small sums of money belonging to you, such as a credit for an overpayment by a vendor, a refund from a court, or the like. The California State Bar requires us to alert you to sums we receive on your behalf within 14

days of receipt and to forward those funds to you within 45 days of receipt unless we have your direction otherwise. Processing payments for small amounts may be burdensome to your accounting staff and to ours. Therefore, by signing this agreement for legal services, you agree that, should we receive any amount to your credit of \$500 or less and we do not have other instructions from you with respect to that money, we may place these funds in our client trust account and apply them to future invoices to you for our services. You can alter this agreement at any time as to some or all funds we hold by letting us know, in writing, how we should handle your money. We will inform you of our receipt of funds promptly upon each receipt and will remind you of your right to alter these standing instructions as to any payment.

4. RESOLUTION OF FEE DISPUTES.

The District is entitled to require that any fee dispute be resolved by binding arbitration in any County in which the Firm maintains an office pursuant to the arbitration rules for legal fee disputes of the appropriate County Bar Association. In the event that District chooses not to use the County Bar arbitration procedures, District agrees that all disputes regarding the professional services rendered or fees charged by the Firm shall be submitted to binding arbitration in Ventura County to be conducted by ADR Services, Inc. in accordance with its commercial arbitration rules.

5. TERM OF THE AGREEMENT.

This Agreement shall be effective as of the date of the last signature, (“Effective Date”) and shall be and remain in full force and effect until terminated in accordance with the provisions of Section 6 hereof.

6. TERMINATION OF THE AGREEMENT.

District may terminate the Firm’s representation at any time, without cause, subject to an obligation to give notice in writing to the Firm at least 30 days before termination. Termination is effective 30 days from the date of the written notice unless otherwise specified therein. The Firm has the same right, subject to the Firm’s ethical obligations to allow the District sufficient notice prior to termination so that District may to arrange alternative representation. In either circumstance, District agrees to secure new counsel as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record in any action in which the Firm may represent the District. The Firm agrees to cooperate fully in any such transition, including the transfer of files. Notwithstanding the termination of the Firm’s representation, District will remain obligated to pay to the Firm all fees and costs incurred previously.

7. FILES AND RECORDS.

A. All legal files of the Firm pertaining to the District shall be and remain the property of District. The Firm will control the physical location of such files during the term of this Agreement. The Firm may, in its discretion, maintain all or part of the District's client file in electronic format. The Firm may store part or all of the District's electronic documents using secure cloud storage services. If so, the Firm will use all reasonable methods to maintain the confidentiality of District files, just as it does for the District's non-digital files. The District's data will be password protected and encrypted using currently available technology.

B. The Firm shall maintain full and accurate records with respect to all matters covered under this Agreement for two years after the expiration or termination of this Agreement. If the District asks the Firm to deliver its files to the District, delivery of an electronic version, together with any materials that cannot be saved electronically, satisfies the Firm's obligation to release all client papers and property to the District. Two years after termination of the attorney-client relationship, and after reasonable notice, the Firm will be free to destroy the District's client file, including all electronic records. The Firm may also discharge its obligation to maintain the District's file prior to the expiration of two years by mailing a copy to the District. "Reasonable notice" means the Firm's mailing notice to the District of its intent to destroy the District's client files.

C. District shall have the right to access and examine records of the Firm pertaining to the District, without charge, during normal business hours upon written request, provided, however, that Firm may protect the confidences of its other clients and otherwise comply with applicable law. District shall further have the right to audit such records, to make transcripts therefrom and to inspect all data, documents, proceedings, and activities upon written request, provided, however, that Firm may protect the confidences of its other clients and otherwise comply with applicable law. The Firm does not permit direct access to its files by clients, but will provide the District access to the Firm's records pertaining to the District as provided herein and upon written request. This same procedure will apply to information stored in the cloud.

8. MODIFICATIONS TO THE AGREEMENT.

This Agreement may be amended from time to time by agreement of the parties.

Unless otherwise provided in this Agreement, modifications relating to the nature, extent, or duration of the Firm's professional services to be rendered hereunder shall require the prior written approval of the District Board. Any such written approval shall be a supplement to this Agreement and shall specify any changes in the Scope of

Services and the agreed-upon billing rates to be charged by the Firm and paid by the District.

9. INDEPENDENT CONTRACTOR.

No employment relationship is created by this Agreement. The Firm and its members shall, for all purposes, be an independent contractor to the District. The Firm and its members shall not be entitled to participate in any pension plan (including, without limitation, the Public Employees Retirement System), insurance, bonus, or other similar benefits provided to District employees.

10. NONDISCRIMINATION.

In the performance of this Agreement, the Firm shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, medical condition, or any other unlawful basis.

11. ASSIGNMENT AND DELEGATION.

This Agreement contemplates the personal professional services of the Firm.

Neither this Agreement nor any portion thereof shall be assigned or delegated without the prior written consent of the District. Delegation to attorneys outside the Firm shall be limited to those situations in which the Firm is disqualified by virtue of a conflict of interest, or where the Firm does not possess the expertise to competently perform services in a particular practice area. Delegation shall not be made without the prior written approval of the District's General Manager / District Engineer. The Firm shall supervise delegated work, except where precluded from doing so by a conflict of interest, and where otherwise agreed to by the parties hereto.

12. INSURANCE.

A. The Firm currently maintains in full force and effect a professional liability insurance policy which provides coverage in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate. That policy covers the District for any damages or losses it suffers as a result of any error or omission or neglect by the Firm which arises out of the professional services required by this Agreement.

B. The Firm currently maintains workers' compensation insurance in accordance with Section 3700 of the California Labor Code.

C. The Firm agrees to notify District in the event the limits of its insurance should fall below the coverages stated in paragraph A or if the insurance policies noted here are allowed to lapse and substitute insurance is not obtained.

13. INDEMNIFICATION.

The Firm shall indemnify, hold harmless and defend District, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, or negligent acts, errors or omissions of the Firm in the performance of this Agreement.

14. CONFLICTS OF INTEREST.

The Firm and its members shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 et seq.). Conflicts under the Rules of Professional Conduct are addressed in a separate letter of even date herewith.

15. PERMITS AND APPROVALS.

The Firm and its members shall obtain, at the Firm's sole cost and expense, all permits, and licenses necessary in the performance of this Agreement.

16. FEDERAL PROVISIONS.

Federal financial assistance may be used to fund all or a portion of this Agreement. The Firm shall comply with all federal requirements including, but not limited to, the following:

A. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

B. Federal Contract Provisions attached hereto as Exhibit "C" and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

17. SEVERABILITY.

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18. ENTIRE AGREEMENT.

This Agreement, together with Exhibits "A", "B" and "C" hereto, shall constitute the full and complete agreement and understanding of the parties and shall be deemed to supersede all other written or oral statements of any party hereto relating to the subject matter hereof.

This Agreement shall become effective as of the last dated signature below.

“DISTRICT”
Camarillo Health Care District

“FIRM”
Colantuono, Highsmith & Whatley, PC

By: _____
Thomas Doria, MD
Board President

By: _____

EXHIBIT A

Scope of Services and Applicable Billing Rates

- A. General Counsel Legal Services
1. For all legal services the Firm provides under this Agreement, and not otherwise described below, the Firm shall bill the District at the regular hourly rates of the attorneys and other professionals providing such services at the time those services are provided to a maximum of \$385 per hour. These services include:
 - a. Provide routine legal assistance, advice, and consultation to the District Board and to District staff relating to general public law issues, potential tort liability and risk management.
 - b. Prepare and review legal opinions, ordinances, resolutions, agreements, and related documents.
 - c. Attend meetings of the District Board and of other Boards and Committees of the District as the District may from time to time request.
 - d. Monitor pending state and federal legislation and regulations, and new case law, as appropriate.
 - e. Assist the District in the development of legal and judicial remedies and processes to code compliance issues. General Counsel legal services do not include litigation.
 - f. Prepare and / or review correspondence to be sent by District staff on legal matters such as public records requests, open meeting provisions, ethics questions, conflicts of interest, and interpretations of state and federal law.
 - g. Perform such other or additional general legal services as may be requested by the District, acting by and through the District Board or the District's General Manager / District Engineer.
 - h. Administer contracts that the District may have with other legal counsel, as directed by the District.

i. Perform all duties of the office of General Counsel as provided in State law, except to the extent such duties are provided for in Sections B or C below.

2. Travel time incurred to provide General Counsel legal services will be billed at one-half the time incurred.

B. Litigation Legal Services

1. The Firm will provide litigation services to the District in any and all matters assigned by the District, except as delegated pursuant to Section 11 of the Agreement, or as otherwise agreed in writing by the Firm and the District. Litigation oversight services such as review of invoices, coordination of activities, communication of District Board direction, and similar administrative tasks will be included in General Counsel Legal Services at the rates set forth in Section A.

2. The litigation services specified in Section B.1 shall be billed at the regular hourly rates of the attorneys and other professionals providing such services at the time those services are provided to a maximum of \$385 per hour.

C. Cost Recovery Legal Services

When the District is to be reimbursed for the Firm's services, as by a developer for work on a land use issue, the Firm may bill at the regular hourly rates of the attorneys and other professionals providing such services at the time those services are provided up to a maximum of \$425 per hour.

EXHIBIT B

Colantuono, Highsmith & Whatley, PC

Attorney Hourly Billing Rates

As of January 1, 2023

Shareholders and Senior Contract Attorneys	\$385
8th Year Associates and more Senior Associates	\$385
7th Year Associates	\$345
6th Year Associates	\$315
5th Year Associates	\$300
4th Year Associates	\$285
3rd Year Associates	\$275
2nd Year Associates	\$265
1st Year Associates	\$255
Paralegals	\$190
Legal Assistants	\$170

EXHIBIT C

FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Colantuono, Highsmith & Whatley, PC, ("Consultant") shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit C. In this Exhibit C, the term "Agency" shall mean the local agency entering into this contract with Consultant.

1. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

- (A) Consultant shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.
- (B) Affirmative steps shall include:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
 - (v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.
- (C) Consultant shall submit evidence of compliance with the foregoing affirmative steps when requested by the Agency.

- (D) Notwithstanding the foregoing, the affirmative steps requirements detailed above do not apply in the case of a noncompetitive procurement made under the emergency exception/exigency exception to competitive procurements.

2. COST PRINCIPLES (2 C.F.R. PART 200, SUBPART E)

- (A) If any indirect costs will be charged to the Agency under this contract, such costs must conform to the cost principles set forth under the Uniform Rules at 2 C.F.R. Part 200, subpart E (“Cost Principles”). In general, costs must (i) be necessary and reasonable; (ii) allocable to the grant award; (iii) conform to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles (“GAAP”), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 C.F.R. Part 200, subpart E. 2 C.F.R. § 200.403. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by Consultant.

3. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

- (A) Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Consultant's personnel for the purpose of interview and discussion related to the books and records.
- (B) Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (C) Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON- FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

- (A) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. If the contract is in excess of \$10,000 and the contract does not include provisions for both termination for cause and termination for convenience by the Agency, including the manner by which it will be effected and the basis for settlement, then the following termination clauses shall apply. If the contract is for more than the simplified acquisition threshold (see 2 C.F.R. § 200.88) at the time the contract is executed and does not provide for administrative, contractual, or legal remedies in instances where Consultant violates or breaches the terms of the contract, then the following termination clauses shall apply and have precedence over the contract. Otherwise, the following termination clauses shall not be applicable to the contract.
- (i) Termination for Convenience. The Agency may, by written notice to Consultant, terminate this contract for convenience, in whole or in part, at any time by giving written notice to Consultant of such termination, and specifying the effective date thereof (“Notice of Termination for Convenience”). If the termination is for the convenience of the Agency, the Agency shall compensate Consultant for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. Consultant shall provide documentation deemed adequate by the Agency to show the work actually completed or materials provided by Consultant prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.
- (ii) Termination for Cause. If Consultant fails to perform pursuant to the terms of this contract, the Agency shall provide written notice to Consultant specifying the default (“Notice of Default”). If Consultant does not cure such default within ten (10) calendar days of receipt of Notice of Default, the Agency may terminate this contract for cause. If Consultant fails to cure a default as set forth above, the Agency may, by written notice to Consultant, terminate this contract for cause, in whole or in part, and specifying the

effective date thereof (“Notice of Termination for Cause”). If the termination is for cause, Consultant shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the Agency as of the date the Agency provides the Notice of Termination. In such case, the Agency shall have the right to take whatever steps it deems necessary to complete the project and correct Consultant's deficiencies and charge the cost thereof to Consultant, who shall be liable for the full cost of the Agency's corrective action, including reasonable overhead, profit and attorneys' fees.

- (iii) Reimbursement; Damages. The Agency shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by Consultant's performance of the work.

- (iv) Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, Consultant shall promptly discontinue the work unless the Notice directs to the contrary. Consultant shall deliver to the Agency and transfer title (if necessary) to all provided materials and completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this contract. Consultant acknowledges the Agency's right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the Agency's termination of this contract. The Agency shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed work or materials not provided and shall not be entitled to damages or compensation for termination of work or supply of materials. If Agency terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, Consultant shall be entitled to receive only the amounts payable under this Section, and Consultant specifically waives any claim for any other

amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The rights and remedies of the Agency provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

- (B) Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:
- (i) Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.
 - (ii) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
 - (iii) Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of

such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant's legal duty to furnish information.

- (iv) Consultant will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (v) Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (vi) Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (vii) In the event of Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No.11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No.11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (viii) Consultant will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by

rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or firm. Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or firm as a result of such direction, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- (C) Appendix II to Part 200 (D) – Davis-Bacon Act; Copeland Act: Not applicable to this contract.
- (D) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:
 - (i) If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Consultant shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - (ii) No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless

such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (iii) In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.
- (iv) The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.
- (v) Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(E) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

- (i) If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Agency.
- (ii) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- (iii) This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(F) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of \$150,000, Consultant shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- (i) Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.
 - (ii) Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.
- (G) Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - (i) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - (ii) Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to

comply with these regulations in any lower tier covered transaction it enters into.

- (iii) This certification is a material representation of fact relied upon by Agency. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - (iv) Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the Agency in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.
- (H) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this contract is in excess of \$100,000, Consultant shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds \$100,000.00, Consultant shall file with the Agency the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- (I) Appendix II to Part 200 (I) – Procurement of Recovered Materials:
- (i) Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and

Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

- (ii) In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.
- (iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

5. MISCELLANEOUS PROVISIONS

- (A) Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- (B) This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- (C) Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Consultant's actions pertaining to this contract.
- (D) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Agency, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.

(E) General and Administrative Expenses And Profit For Time And Materials Contracts/Amendments.

- (i) General and administrative expenses shall be negotiated and must conform to the Cost Principles.
- (ii) Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by Consultant, Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (iii) Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

SECTION 9
CHIEF EXECUTIVE OFFICER REPORT

JUNE 8, 2023

SECTION 10
BOARD PRESIDENT REPORT

JUNE 8, 2023

SECTION 11

BOARD MEMBERS COMMENTS AND/OR REPORTS

JUNE 8, 2023

SECTION 12
EMERGING OPPORTUNITIES

JUNE 8, 2023

SECTION 13

FUTURE MEETINGS AND EVENTS

Board of Directors Meetings

• Executive Committee: Doria/Dixon	June 19, 2023, 12:30 p.m. – May be cancelled if Budget approved on the First Reading
• Full Board:	June 29, 2023, 11:30 a.m. – Budget Presentation Second Reading – If needed – May be cancelled if Budget approved on the First Reading
• Executive Committee: Doria/Dixon	July 17, 2023 - 12:30 p.m.
• Finance Committee: Loh/Feinberg	July 27, 2023 - 10:00 a.m.
• Full Board:	July 27, 2023 - 11:30 a.m.
• Full Board:	August 2023 - Dark
• Executive Committee: Doria/Dixon	September 18, 2023 – 12:30 p.m.
• Full Board:	September 28, 2023 – 11:30 a.m.

JUNE 8, 2023