CARL WARREN & COMPANY
Claims Management and Solutions

A VENBROOK Company

THIRD PARTY CLAIMS ADMINISTRATION CONTRACT

THIS AGREEMENT, effective **JULY 1, 2026** by and between **YUBA COUNTY** hereinafter called the "PRINCIPAL," and **CARL WARREN & COMPANY, LLC**, hereinafter called "CONTRACTOR," is for certain services as outlined in connection with the duties and responsibilities of administering a program of self-insurance.

WITNESSETH

WHEREAS, PRINCIPAL has undertaken to administer the entitled matters and needs a qualified third party to whom to delegate the responsibilities and duties of administering said partially or totally funded program, and

WHEREAS CONTRACTOR is engaged in the supervision and administration of programs for commercial general liability self-insurance,

NOW, THEREFORE, PRINCIPAL and CONTRACTOR mutually understand and agree as follows:

1. GENERAL

CONTRACTOR shall:

(a) Supervise and administer the self-insurance program for PRINCIPAL:

(b) Represent the PRINCIPAL in all matters related to the investigation, adjustment, processing, supervision, and resolution of liability claims for money damages asserted by third parties against the PRINCIPAL (and other participants in the program as specified); and

(c) Provide PRINCIPAL during the Term (as defined below) all the services more particularly set forth hereinafter.

2. INVESTIGATIVE SERVICES

CONTRACTOR shall provide complete investigative and analytical services including, but not limited to:

(a) Receipt and examination of all reports of accidents, incidents, claims or cases which are or may be the subject of such claims reported by PRINCIPAL to CONTRACTOR and.

(b) The investigation of such accidents, incidents, claims or cases where examination warrants such investigation or when requested by PRINCIPAL, such investigation to include on-site investigation, photographs, interviewing of witnesses,

determination of losses and other such investigative services necessary to determine liability and loss.

3. SETTLEMENT AUTHORITY

CONTRACTOR shall promptly provide PRINCIPAL written notice of any claim which CONTRACTOR reasonably expects to result in a total settlement payment exceeding the settlement authority limit agreed upon by the Parties (the "Authority Limit"), excluding PRINCIPAL's payments to CONTRACTOR for CONTRACTOR's scope of services, and other costs and expenses agreed by the Parties to be reasonably related to CONTRACTOR's services to PRINCIPAL. The Payment Guidelines incorporated into this Agreement are binding once this Agreement is executed by the Parties. The Payment Guidelines may be adjusted during the Term by mutual agreement of the Parties. Each mutually agreed upon revision of the Payment Guidelines, when executed by both Parties, shall be binding, and incorporated into this Agreement, superseding any antecedent versions of the Payment Guidelines.

Contractor Settlement Authority: $up to 10,000 per suffix.

4. CLAIMS ADJUSTMENT SERVICES

CONTRACTOR shall provide complete claims adjustment services on each accident or incident that may be the subject of a claim against the PRINCIPAL which is reported to CONTRACTOR by the PRINCIPAL. Such services shall include, but not be limited to:

(a) the maintenance of a claim file on each potential or actual claim reported to CONTRACTOR;

(b) whenever its investigation results in a determination that PRINCIPAL has sustained a liability to a third party, CONTRACTOR shall process any such claim or potential claim for settlement in accordance with the PRINCIPAL'S instructions for settlement of such claims, as set forth in the Payment Guidelines; and

(c) obtaining all release agreements or proofs of loss on settlement of any claim or potential claim. If subrogation is pursued, the rates in Section 9 will apply unless a separate contingency fee agreement is agreed to by PRINCIPAL and CONTRACTOR.

5. ADMINISTRATIVE SERVICES

CONTRACTOR shall provide the following administrative services:

(a) Assignment of a Principal Account Adjuster to the PRINCIPAL;

(b) Providing PRINCIPAL with electronic access to all reported claims during the term of this Agreement, indicating the status of each reported open claim assigned to CONTRACTOR, the details of each such claim, the outstanding reserves for each claim and details of all claim payments; and

(c) Periodic review and adjusting of reserves on all open claims. Account specific reports and attendance at meetings (including round trip travel) shall be provided by CONTRACTOR at the rates provided in Section 9 under ancillary services.

6. LEGAL SUPPORT SERVICES

CONTRACTOR shall provide the following legal support services on each claim wherein the claimant has commenced litigation:

(a) Upon notification by PRINCIPAL that litigation has been filed on an open claim, CONTRACTOR shall notify PRINCIPAL and, in accordance with PRINCIPAL'S instructions, the PRINCIPAL'S excess insurance carrier and/or excess reporting authority, pool or group (the "excess entity") and/or trial attorney assigned by PRINCIPAL to handle the case and provide such excess entity and/or trial attorney with all information and files concerning claim;

(b) Maintain liaison with PRINCIPAL'S excess entity and/or trial attorney and provide such investigation services as are required by such attorney during pre-trial and trial stages; and

(c) Assist PRINCIPAL'S excess entity and/or trial attorney with discovery and other legal processes.

7. SUBROGATION SERVICES

If the Fee Schedule in Section 9 shows that CONTRACTOR will be providing subrogation services, CONTRACTOR shall: Supervise and administer the subrogation program for PRINCIPAL, represent PRINCIPAL in all matters related to the investigation, collecting processing, supervision and resolution of subrogation claims, against third parties, for damage to PRINCIPAL'S property. This Agreement does not include recovery of damages or cost relating to Workers Compensation Claims, presented by PRINCIPAL'S employees.

CONTRACTOR shall provide complete collection services to PRINCIPAL, including receipt and examination of all reports of accident, incidents, claims or cases which are or may be the subject of a subrogation claim. The investigation of such accidents, incidents, claims or cases will include determining responsibility, establishing damage amount, pursuing collection, negotiating settlements and processing of monetary recovery.

8. TERM OF AGREEMENT

The term of the Agreement (the "Term") shall commence on **July 1, 2026** and continue until **June 30, 2029,** unless terminated earlier as provided in Section 13 herein.

9. PRICING

PRINCIPAL agrees to pay the following claim handling and service fees for CONTRACTOR'S services:

CLAIMS ADMINISTRATION	TIME & EXPENSE 2026-2027	TIME & EXPENSE 2027-2028	TIME & EXPENSE 2028-2029
Adjuster Rate	$108 per hour	$111 per hour	$114 per hour
Claims Manager/Supervisor Rate	$108 per hour	$111 per hour	$114 per hour
Claims Support Rate	$51 per hour	$53 per hour	$55 per hour
Index Bureau	$20 per submission	$20 per submission	$20 per submission
MMSEA Filing Fee	$5 per submission	$5 per submission	$5 per submission
Mileage	IRS Rate	IRS Rate	IRS Rate
Misc./Allocated Loss Adjustment Expenses (i.e. police reports, medical records, auto appraisals, glass, salvage, etc.)	At Cost	At Cost	At Cost
Annual Administrtion Services			
- **Accounting Services** - **Carrier Compliance** - **Client Services** - **Corporate Compliance** - **Quality Assurance**	$6,000	$6,180	$6,365
Ancillary Services			
Subrogation services	21% of net recovery	21% of net recovery	21% of net recovery
Risk Management Information System Services			
Account Set-up	Included	Included	Included
RMIS Client User Access (3 users)			
Training/Technical Support			
Standard Monthly Loss Runs			
Standard Client Dashboards			
Carrier/client requirements (Data extracts/Feeds, audits, compliance and reporting)			
Custom Loss Runs or Dashboards Development	$250 per hour	$250 per hour	$250 per hour
Data Transfer Exit Fees	$250 per hour	$250 per hour	$250 per hour
Data Transfer Images	At Cost	At Cost	At Cost
Additional RMIS Users (over first 3 users)	$250/user annually	$250/user annually	$250/user annually
Banking/Trust Account Services			
Trust Accounts Set/Up	Retain Earned Interest	Retain Earned Interest	Retain Earned Interest
Monthly account management			
Monthly reconciliations			
Check Issuance			
1099 Reporting, including IRS File (if requested)			

CONTRACTOR has the right to revise this fee schedule at no more frequently than one (1) year intervals. CONTRACTOR will provide a minimum of thirty (30) days prior notice of any such revision to the fee schedule to PRINCIPAL, which notice shall state the effective date of the revised fee schedule. Unless PRINCIPAL exercises its right to terminate this Agreement pursuant to Section 13(a) prior to the effective date of the revised fee schedule, such revised fee schedule shall govern for the remainder of the Term (or until further adjusted

pursuant to this Section 9). If PRINCIPAL does exercise its right to terminate this Agreement pursuant to Section 9 during the period between receipt of any such revised fee schedule and the effective date of such revised fee schedule, the existing fee schedule (and not the revised schedule) shall govern for the remainder of the Term.

The above fee schedule for the services does not include "Allocated Expenses", defined to mean customary and usual costs and expenses incurred and/or paid by CONTRACTOR on PRINCIPAL'S behalf in connection with the investigation, adjustment, settlement or defense of a claim. Such costs and expenses include, but are not limited to, professional photography, police reports, independent medical examinations, professional engineering services, laboratory services, bulk copy jobs, private investigators, legal costs and fees and work performed by accountants. CONTRACTOR shall charge PRINCIPAL for non-staff investigators or adjusters when, in the opinion of CONTRACTOR, such assistance is necessary and reasonably related to the monetary exposure. Allocated Expenses do not include the fees payable to CONTRACTOR pursuant to the fee schedule in this Section 9, nor the salaries, wages or benefits paid to CONTRACTOR'S employees or office and other overhead expenses associated with the performance of the services hereunder by CONTRACTOR. PRINCIPAL agrees to pay for the cost of all reasonable and supportable Allocated Expenses incurred in connection with the services under this Agreement.

Charges for non-file-related professional services performed at the specific request of PRINCIPAL will be billed on an as quoted basis.

10. DATA PROCESSING

a. The following standard services are included in these services provided pursuant to this Agreement - claims data electronically for up to three recipients and access to FileHandler Enterprise for up to three users. For security purposes, access to FileHandler Enterprise and any subscriptions will automatically terminate at the end of twelve (12) months. PRINCIPAL shall be responsible for notifying CONTRACTOR to renew user subscriptions and access or to substitute users.

b. Additional users or recipients shall be charged on a per person basis at an annual fee of $250.

c. Special reports, new reports and data feeds can also be requested. They are subject to a cost per quote at a rate per project or per hour once the scope has been agreed upon. CONTRACTOR does not possess any interest, title, lien or right to any client data or records. Therefore, upon termination of the contract, CONTRACTOR is relieved of all obligations to provide data processing services to PRINCIPAL and will deliver to

   PRINCIPAL all data and records in a readily available excel or PDF format. If a different format is desired by PRINCIPAL, CONTRACTOR will provide it to PRINCIPAL at an agreed upon and reasonable cost and timeline.

11. PRINCIPAL'S RESPONSIBILITIES

PRINCIPAL shall provide CONTRACTOR with copies of all relevant documents upon request and without charge and shall make available any PRINCIPAL employee for interviews by CONTRACTOR at reasonable times concerning any investigation of a claim or incident pursuant to this Agreement.

CONTRACTOR shall bill PRINCIPAL and furnish PRINCIPAL with invoices for services rendered in accordance with the fee schedule set forth in the Agreement. Each invoice will include the claim or other matters for which a fee is being charged and the amount of the associated fee for that claim or matter. All sums due hereunder shall be paid by delivery of PRINCIPAL'S check, or wire transfer to CONTRACTOR'S offices located at the address set forth herein, within thirty (30) days following the invoice date. If any amount invoiced is in dispute, PRINCIPAL shall pay the undisputed amount and notify CONTRACTOR within thirty (30) days after the invoice date of the disputed portion; failure by PRINCIPAL to deliver written notice to CONTRACTOR of dispute with regard to any portion of an invoice within such time frame shall be deemed acceptance of the entire invoice by PRINCIPAL. Fees not paid in full within thirty (30) days of the invoice date (excluding any good faith disputed amount for which PRINCIPAL has delivered a written notice of dispute in accordance with this Section 11), at CONTRACTOR'S option, will be subject to per annum interest at the lower of (i) 18% or (ii) the maximum interest rate permitted by applicable law, calculated from the due date to the date payment is received by CONTRACTOR. For invoices not paid in full within thirty (30) days of the invoice date, CONTRACTOR will notify PRINCIPAL of such failure to pay and if PRINCIPAL does not cure such failure in full (excluding any good faith disputed amount for which PRINCIPAL has delivered a written notice of dispute in accordance with this Section 11) within ten (10) business days after the date of such notice (the "cure period"), CONTRACTOR may, without waiving any other rights or remedies to which it may be entitled, as of the first business day following the cure period, immediately limit access to data, suspend and/or terminate this Agreement, and/or seek collection of all amounts due, including by sending outstanding invoices to a collection agency. PRINCIPAL will reimburse any costs and expenses (including, but not limited to, the fees of a collection service and reasonable attorneys' fees) incurred by CONTRACTOR to collect any amount that is not paid when due.

12. CONFLICT OF INTEREST

In the event a claim or incident is reported to CONTRACTOR by PRINCIPAL and it is determined that the actual or potential claimants therein are also clients of CONTRACTOR, then CONTRACTOR shall immediately notify PRINCIPAL of such potential conflict of interest so PRINCIPAL may have the option to choose an independent investigator and adjuster.

13. CANCELLATION OF AGREEMENT

a. Voluntary Termination. This Agreement may be terminated at any time by either party, without cause, by giving the other party not less than sixty (60) days prior written notice of such termination.

b. Termination for Cause. This Agreement shall terminate at the election of PRINCIPAL or CONTRACTOR if the other party breaches any material provision of this Agreement and fails to cure such breach within ten (10) business days after written notice thereof is given to the party, or in the event the breach is not capable of being cured within such ten (10) business day period, the breaching party has not commenced good faith efforts to cure such default within ten (10) business days and continued thereafter in good faith to diligently pursue the completion of such cure. Failure of PRINCIPAL to comply with Section 11PRINCIPAL'S RESPONSIBILITIES shall qualify as cause under this Section.

c. Termination by CONTRACTOR. CONTRACTOR may terminate this Agreement pursuant to Section 17(f).

14. DISPOSITION OF FILES ON TERMINATION OF AGREEMENT

a. All files on each claim shall be property of the PRINCIPAL.

b. In the event of expiration of the Agreement, non-renewal thereof, or cancellation, CONTRACTOR shall bill the PRINCIPAL, subject to the rates quoted in Section 9 herein above, for work completed by CONTRACTOR on each claim. Upon receipt of payment of outstanding invoices—(including those in Section 14(c) below)—, CONTRACTOR shall promptly forward all completed and pending claim files to the PRINCIPAL unless PRINCIPAL requests CONTRACTOR to continue to process any files on a time and expense basis as provided for in the CONTRACTOR'S Rate Manual at the time such services are rendered.

c. PRINCIPAL agrees to pay CONTRACTOR for the internal and/or external cost of retaining, storing, retrieving, logging, packing, and shipping files which are stored on or off premises by CONTRACTOR.

15. HOLD HARMLESS

a. PRINCIPAL'S Indemnification Obligation. PRINCIPAL agrees it will indemnify, defend and hold harmless CONTRACTOR and its affiliates, and their respective officers, directors, employees, agents, attorneys, shareholders, and their successors and assigns (collectively "CONTRACTOR Indemnity"), from and against any loss, claim, damage, cost or expense, including but not limited to reasonable attorney's fees and costs, that such CONTRACTOR Indemnity may incur arising out of, in connection with, or in any way related to the performance of CONTRACTOR'S duties and obligations under this Agreement except claims solely resulting from or arising out of:

(i) acts of CONTRACTOR performed in bad faith or failures to act occurring as a result of CONTRACTOR'S negligence resulting in a breach of CONTRACTOR'S duties and obligations under this Agreement; or

(ii) acts of CONTRACTOR which exceed the authority granted to it by PRINCIPAL under this Agreement; or

(iii) acts or failures to act of CONTRACTOR which are not in compliance with lawful written instructions issued by PRINCIPAL to CONTRACTOR provided such instructions are consistent with the scope, objectives and terms of this Agreement.

b. CONTRACTOR'S INDEMNIFICATION OBLIGATION. CONTRACTOR agrees it will indemnify, defend and hold harmless PRINCIPAL and its respective affiliates, and their respective officers, directors, employees, agents, attorneys, shareholders, and their successors and assigns (collectively "PRINCIPAL Indemnity"), from and against any loss, claim, damage, cost or expense, including but not limited to reasonable attorney's fees and costs, that such PRINCIPAL Indemnity may incur solely resulting from or arising out of:

(i) acts of CONTRACTOR performed in bad faith or failures to act occurring as a result of CONTRACTOR'S negligence resulting in a breach of CONTRACTOR'S duties and obligations under this Agreement; or

(ii) acts of CONTRACTOR which exceed the authority granted to it by PRINCIPAL under this Agreement; or

(iii) acts or failures to act of CONTRACTOR which are not in compliance with lawful written instructions issued by PRINCIPAL to CONTRACTOR provided such instructions are consistent with the scope, objectives, and terms of this Agreement.

c. Limitations on CONTRACTOR's Indemnity Obligations. CONTRACTOR'S indemnification obligations set forth in this Agreement shall apply only to the extent such obligations solely relate to or solely arise in connection with claims serviced by CONTRACTOR during the Term and under the scope of this Agreement.

d. Survival of Obligations. The obligations of the parties set forth in this Section 15 shall survive termination of this Agreement.

16. AUDITS

The CONTRACTOR'S files shall be made available for audits at any time upon reasonable notice. Reasonable notice shall be defined as thirty (30) days or as otherwise agreed by the parties. If special retrieval or shipment of the requested files is necessary, PRINCIPAL shall reimburse CONTRACTOR at cost. The CONTRACTOR reserves the right to reject an auditor proposed by PRINCIPAL if the proposed auditor may gain an unfair competitive advantage over CONTRACTOR by conducting such an audit.

17. MISCELLANEOUS

a. Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of California.

b. Amendments, etc. Neither this Agreement nor any of the terms hereof may be amended, changed, waived, discharged or terminated except by an instrument in writing signed by both of the parties hereto.

c. No Waiver. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any waiver on the part of any party hereto of any such right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other right, power or privilege.

d. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under, any applicable law of any jurisdiction, then such provision shall, as to such jurisdiction, be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, without invalidating the remainder hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

e. Independent Contractor. At all times during the term of this Agreement, CONTRACTOR shall be deemed to be an independent contractor to PRINCIPAL acting in the capacity as PRINCIPAL'S agent subject to the limited authority granted herein. Nothing contained in this Agreement shall be deemed to create the relationship of employer and employee, partners, or joint ventures between PRINCIPAL and CONTRACTOR. CONTRACTOR shall not act as an insurer, nor shall it be ultimately financially responsible for payment or satisfaction of Claims or causes of action against PRINCIPAL.

f. Current Law & Regulation. This Agreement is entered into with the understanding that existing Federal, State, or other jurisdictional regulations will remain in effect for the duration of this Agreement. PRINCIPAL agrees that should administrative or other costs of service provided hereunder be substantially increased as a result of modifications in existing law, enactment of new legislation, or promulgation of new administrative guidelines, CONTRACTOR service fees may be renegotiated during the Agreement term. If revised fee agreements cannot be reached, CONTRACTOR may terminate this Agreement, at its option, after thirty (30) days written notice to PRINCIPAL.

g. Counterparts. This Agreement may be executed simultaneously in two counterparts, each of which when so executed and delivered shall be deemed an original, but both of which together shall constitute one and the same instrument, and all signatures need not appear on any one counterpart. A facsimile, telecopy or other reproduction of this Agreement may be executed by any party and delivered by such party by facsimile or other electronic transmission (including e-mail), and such execution and delivery shall be considered valid, binding and effective for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first written above.

(CONTRACTOR)	**(PRINCIPAL)**
Carl Warren & Company, LLC	Yuba County
Company Name	**Company Name**
Signature	**Signature**
Print Name	**Print Name**
Title	**Title**
Date	**Date**

ANY ALTERATIONS TO THIS CONTRACT WILL RENDER THE CONTRACT NULL AND VOID. THE PRICING QUOTED IN THIS CONTRACT WILL REMAIN EFFECTIVE FOR THIRTY (30) DAYS FROM THE INCEPTION DATE LISTED ON THIS CONTRACT AFTER WHICH TIME THE CONTRACT WILL BE RECINDED.

APPROVED AS TO FORM
COUNTY COUNSEL
BY: Kathy Smith for

INSURANCE PROVISIONS APPROVED:

Manuel

Tiffany Manuel,
Human Resources Director and Risk Manager

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first written above.

(CONTRACTOR)	**(PRINCIPAL)**
Carl Warren & Company, LLC	Yuba County
Company Name	**Company Name**
Signature	**Signature**
Read Walden	
Print Name	**Print Name**
Head of TPA Claims	
Title	**Title**
5/14/2026	
Date	**Date**

ANY ALTERATIONS TO THIS CONTRACT WILL RENDER THE CONTRACT NULL AND VOID. THE PRICING QUOTED IN THIS CONTRACT WILL REMAIN EFFECTIVE FOR THIRTY (30) DAYS FROM THE INCEPTION DATE LISTED ON THIS CONTRACT AFTER WHICH TIME THE CONTRACT WILL BE RECINDED.

APPROVED AS TO FORM

COUNTY COUNSEL

BY: Kilby Smith for

INSURANCE PROVISIONS APPROVED:

Manuel

Tiffany Manuel,
Human Resources Director and Risk Manager