

Agenda



County of Inyo Board of Supervisors

Board of Supervisors Room
County Administrative Center
224 North Edwards
Independence, California

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, the Board will be conducting its meetings exclusively online.

Board Members and Staff will participate via Zoom webinar, accessible to the public at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: donotreply@inyocounty.us.

Anyone wishing to make either a general public comment or a comment on a specific agenda item prior to the meeting or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

Public Notices: (1) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

Note: Historically the Board does break for lunch; the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

May 11, 2021 - 10:00 AM

1. **PLEDGE OF ALLEGIANCE** (*Join meeting via Zoom [here](#)*)
2. **PUBLIC COMMENT**
3. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
4. **INTRODUCTIONS** - The following new employees will be introduced to the Board: Joselin Carranza, COVID-19 Case Investigator, HHS; Talia Carrillo, HHS Specialist III; HHS; Tenaya Guceione, COVID-19 Response Coordinator, HHS; and Genoa Meneses, COVID-19 Grant Program Manager, HHS.
5. **COVID-19 STAFF UPDATE**

DEPARTMENTAL - PERSONNEL ACTIONS

6. **Agricultural Commissioner** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position exists as certified by the Agricultural Commissioner and concurred with by the County Administrator and Auditor-Controller; B) due to the seasonal nature of the position it is unlikely it could be filled by an internal candidate meeting the qualifications, and an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Seasonal Field Assistants 01, Range 050PT (\$15.97 - \$19.39 per hour), from May 13, 2021 through September 29, 2021, contingent upon the Board's adoption of the Fiscal Year 2021-2022.

7. **County Administrator - Museum** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Museum Administrator exists in the General Fund, as certified by the Assistant County Administrator and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Museum Administrator at Range 70 (\$4,660 - \$5,668).
8. **Health & Human Services - Behavioral Health** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Clerk III exists in the Behavioral Health and Drinking Driver Program budgets, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Office Clerk III at Range 52 (\$3,118 - \$3,788).
9. **Public Works - Road Department** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Road Maintenance Worker I exists in the Road Department budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) due to the seasonal nature of the position it is unlikely it could be filled by an internal candidate meeting the qualifications, and an open recruitment is more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Road Maintenance Worker I at Range 50PT (\$15.97 - \$19.39), for the period of April through October.
10. **Sheriff** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position exists in the General Fund, as certified by the Sheriff and concurred by the County Administrator and the Auditor-Controller; B) where internal candidates may meet the qualifications for the position and the position could possibly be filled by an internal recruitment, an open recruitment is more appropriate to ensure qualified candidates apply; and C) approve the open recruitment and hiring of one (1) Food Cook position at Range 51A-51C (\$3,047 - \$3,525).

CONSENT AGENDA (Approval recommended by the County Administrator)

11. **Assessor** - Request Board approve the contract between the County of Inyo and Erik Endler for the provision of professional services relating to the creation of a valuation model for purposes of training appraisal staff and the use in property tax assessments related to income producing properties, specifically geothermal properties, for the period of June 1, 2021 to September 30, 2021 in an amount not to exceed \$50,000, contingent upon the Board's adoption of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
12. **Clerk-Recorder** - Request Board approve and award the contract for Clerk-Recorder Software System to Tyler Technologies of Moraine, OH in an amount not to exceed \$180,000 for a term of five years, beginning on the first day of the first month following the contract's effective date, and authorize the Assistant Clerk-Recorder to sign.

13. **County Administrator - Parks & Recreation** - Request Board authorize increase in blanket purchase order, in the amount of \$5,000, for purchase of janitorial supplies from Mission Janitorial and Abrasive Supplies, which is in addition to the existing \$10,000 blanket purchase order.
14. **Health & Human Services - Behavioral Health** - Request Board approve the contract between the County of Inyo and Anne Sippi Clinic Treatment Group of Bakersfield, CA for the provision of residential placement for adults conserved under Laterman Petris Short Act or other adults in need of this specialized high level of treatment, in an amount not to exceed \$74,000 for the period of July 1, 2021 through June 30, 2022, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign the contract and HIPAA Business Associate Agreement, contingent upon all appropriate signatures being obtained.
15. **Health & Human Services - Behavioral Health** - Request Board: A) declare I.D.E.A. Consulting of Davis, CA a sole-source provider of consulting services; B) approve the contract between the County of Inyo and I.D.E.A. Consulting of Davis, CA for the provision of consulting services in an amount not to exceed \$15,000 for the period of July 1, 2021 through June 30, 2022, contingent upon the Board's approval the Fiscal Year 2021-2022 Budget; and C) authorize the Chairperson to sign the contract and HIPAA Business Associate Agreement, contingent upon all appropriate signatures being obtained.
16. **Probation** - Request Board approve the contract between the County of Inyo and Healthy Communities of Southern Inyo County for a Delinquency Prevention Program for the period of July 1, 2021 to June 30, 2022 in an amount not to exceed \$31,840.00, contingent upon receipts from the California State Controller's Office and the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
17. **Probation** - Request Board approve the contract between the County of Inyo and Inyo County Office of Education for an Extended Day Program for the period of July 1, 2021 to June 30, 2022 in an amount not to exceed \$21,227.00, contingent upon receipts from the California State Controller's Office and the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
18. **Public Works** - Request Board authorize issuance of a blanket purchase order for Fiscal Year 2020-2021 in an amount not to exceed \$25,000, payable to Grainger of Palatine, IL for the purchase of equipment and service items.
19. **Sheriff** - Request Board: A) declare LC Action Police Supply of San Jose, CA the successful bidder for thirty-three (33) Glock pistols per Bid No. 2021-05; and B) authorize the purchase of thirty-three (33) Glock pistols from LC Action Police Supply of San Jose, CA in an amount not to exceed \$15,242.82.

DEPARTMENTAL (To be considered at the Board's convenience)

20. **County Administrator - Emergency Services** - Request Board: A) Review and provide input for the letters of support for two separate CalFire-Fire Prevention Grant Applications submitted by the Whitebark Institute on behalf of the Regional Forest and Fire Capacity Program East Subregion; and B) authorize the Chairperson to sign.

21. **County Administrator - Personnel** - Request Board ratify and approve the April 1, 2021 through March 31, 2024 Inyo County Probation Peace Officers Association Memorandum of Understanding and authorize the Chairperson to sign.
22. **Clerk of the Board** - Request Board approve the minutes of the Board of Supervisors meeting of May 4, 2021.

COMMENT (Portion of the Agenda when the Board takes comment from the public and County staff)

23. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

24. **Treasurer-Tax Collector** - Treasury Status Report for the Quarter Ending March 31, 2021.



County of Inyo



Agricultural Commissioner

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: May 11, 2021

FROM: Alexandra Barbella

SUBJECT:

RECOMMENDED ACTION:

Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position exists as certified by the Agricultural Commissioner and concurred with by the County Administrator and Auditor-Controller; B) due to the seasonal nature of the position it is unlikely it could be filled by an internal candidate meeting the qualifications, and an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Seasonal Field Assistants 01, Range 050PT (\$15.97 - \$19.39 per hour), from May 13, 2021 through September 29, 2021, contingent upon the Board's adoption of the Fiscal Year 2021-2022.

SUMMARY/JUSTIFICATION:

The ESWMA hires seasonal Field Assistants annually during the warm season to assist with noxious weed abatement activities including site monitoring, surveillance, and treatments.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The ESWMA hires seasonal Field Assistants annually during the warm season to assist with noxious weed abatement activities including site monitoring, surveillance, and treatments.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the personnel action outlined in the Departmental Recommendation. This alternative would limit the scope of noxious weed abatement treatments, allowing for an increase in noxious weed populations in Inyo and Mono Counties, and potentially preclude this program from fulfilling commitments to current grant funding requirements and contracted work for other agencies.

OTHER AGENCY INVOLVEMENT:

The Inyo County Personnel Department will assist with the recruitment of the requested position.

FINANCING:

Sufficient funds are available for these positions from May 13, 2021 through June 30, 2021 in the ESWMA fiscal year 2020-2021 budget (unit 621300, object code 5012, Part Time Employees) previously approved by the Board. Funding for these positions from July 1, 2021 through September 29, 2021 will be included in the department requested budget for the fiscal year 2020-2021, but is contingent upon Board approval of that budget. The ESWMA is a non-general fund program. There will be no fiscal impact to the Inyo County General Fund.

ATTACHMENTS:

APPROVALS:

Alexandra Barbella	Created/Initiated - 4/27/2021
Alexandra Barbella	Approved - 4/27/2021
Darcy Ellis	Approved - 4/27/2021
Alexandra Barbella	Approved - 4/28/2021
Nathan Reade	Approved - 5/6/2021
Amy Shepherd	Approved - 5/6/2021
Sue Dishion	Approved - 5/6/2021
Nathan Reade	Final Approval - 5/6/2021



County of Inyo



County Administrator - Museum

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: May 11, 2021

FROM: Leslie Chapman

SUBJECT: Hiring a Museum Administrator

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Museum Administrator exists in the General Fund, as certified by the Assistant County Administrator and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Museum Administrator at Range 70 (\$4,660 - \$5,668).

SUMMARY/JUSTIFICATION:

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

Personnel

FINANCING:

Funding for this position is included in Budget Unit 077000-Museum-General.

ATTACHMENTS:

APPROVALS:

Leslie Chapman
Darcy Ellis
Leslie Chapman

Created/Initiated - 4/26/2021
Approved - 4/26/2021
Approved - 4/30/2021

Marshall Rudolph
Amy Shepherd
Sue Dishion

Approved - 4/30/2021
Approved - 4/30/2021
Final Approval - 5/3/2021



County of Inyo



Health & Human Services - Behavioral Health

DEPARTMENTAL - ACTION REQUIRED

MEETING: May 11, 2021

FROM: Lucy Vincent

SUBJECT: Request authorization to hire one full time Office Clerk III in the HHS Behavioral Health Division

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Clerk III exists in the Behavioral Health and Drinking Driver Program budgets, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Office Clerk III at Range 52 (\$3,118 - \$3,788).

SUMMARY/JUSTIFICATION:

A full time Office Clerk III position in the Behavioral Health Division is vacant as an employee has accepted a promotional opportunity within the Department. The vacancy has occurred in our HHS Grove Street front office. This position is one of three Office Clerk III positions in the Grove Street office and will be one of five HHS positions in the consolidated building. The position is supervised by the Office Technician III. The team currently provides reception and linkage for behavioral health, DUI Program, child welfare, adult protective services, IHSS and Public Guardian. As such, it is a busy office with a high volume of direct client services and access to Behavioral Health as the MediCal Specialty Mental Health Plan as well as the Drug MediCal plan. The Office Clerks ensure that consumers and partners are welcomed and supported as they come into the office or are on the phone. This is often the first point of contact to engage persons in services. This position provides not only front office support but also assistance with admissions and maintenance of the electronic health records. In addition, this position acts as clerical support for the tele-psychiatry services and ensures the coordination of services for clients who receive medication services.

During this period of COVID, the Office Clerks continued to provide coverage of the office, including several days per week in person, to ensure that services continued for our vulnerable population and that urgent and crisis services are accessible. A number of vulnerable clients continued to come to the office to receive medication support as well as tele-health services. The Division continues to look for ways to increase efficiency in the use of the electronic health record as well as moving forward with telemedicine. We envision that as we move to the consolidated building with reception provided for all HHS programs, the position will be part of an integrated HHS front office. After initial training focused around behavioral health, this position will also be cross trained and assigned duties to result in an efficient and effective front office team. The Department respectfully requests permission to recruit and hire to fill this vacancy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not to allow Behavioral Health to hire this position. This would seriously impact our ability to provide consumer and staff support at all levels.

OTHER AGENCY INVOLVEMENT:

Behavioral Health is a division of Health and Human Services and works in partnership with multiple agencies such as probation, schools, primary health, and law enforcement, in addition to most other HHS divisions.

FINANCING:

State and Federal funding, along with Behavioral Health and Social Services Realignment funds. This position is budgeted 55% in Mental Health (045200); 5% in Social Services (055800) and 45% in DDP (045312); in the salaries and benefits object codes. No County General Funds.

ATTACHMENTS:

APPROVALS:

Lucy Vincent	Created/Initiated - 4/29/2021
Darcy Ellis	Approved - 4/29/2021
Marilyn Mann	Approved - 5/3/2021
Melissa Best-Baker	Approved - 5/4/2021
Sue Dishion	Approved - 5/4/2021
Amy Shepherd	Final Approval - 5/4/2021



County of Inyo



Public Works - Road Department

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: May 11, 2021

FROM: Chris Cash

SUBJECT: Request to hire one (1) Road Maintenance Worker I (seasonal position)

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Road Maintenance Worker I exists in the Road Department budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) due to the seasonal nature of the position it is unlikely it could be filled by an internal candidate meeting the qualifications, and an open recruitment is more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Road Maintenance Worker I at Range 50PT (\$15.97 - \$19.39), for the period of April through October.

SUMMARY/JUSTIFICATION:

The Road Department has been unsuccessful in its attempts to recruit a Heavy Equipment Mechanic for several months. Unfortunately we have not had any applicants with the desired qualifications at this time. While the County continues its recruitment efforts, there is a need to assist the Heavy Equipment Mechanic that is currently working independently at the Bishop facility. The Road Department would like to hire one Seasonal position to be assigned to the Bishop Road Shop to assist with some of the basic duties such as assistance with lifting, tool retrieval, parts running, equipment cleaning, and basic servicing.

This position would be for the previously defined Seasonal duration of April through October, however, this position will not be hired until May and will work through October if needed.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Direct the Road Department to utilize existing Road staff to perform these operations. With the ongoing maintenance needs of the districts this seasonal worker will provide the Road department with the temporary manpower to perform these tasks more efficiently and safely.

OTHER AGENCY INVOLVEMENT:

Personnel

Auditor's Office

FINANCING:

Funding for this position is in the Road Department budget (034600) salaries and benefits object codes. Funding was included in the 3rd quarter budget review.

ATTACHMENTS:

APPROVALS:

Breanne Nelums	Created/Initiated - 4/20/2021
Darcy Ellis	Approved - 4/20/2021
Breanne Nelums	Approved - 4/20/2021
Michael Errante	Approved - 4/20/2021
Amy Shepherd	Approved - 4/20/2021
Sue Dishion	Final Approval - 4/20/2021



County of Inyo



Sheriff

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: May 11, 2021

FROM: Office of the Sheriff

SUBJECT: Hiring of Food Cook

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position exists in the General Fund, as certified by the Sheriff and concurred by the County Administrator and the Auditor-Controller; B) where internal candidates may meet the qualifications for the position and the position could possibly be filled by an internal recruitment, an open recruitment is more appropriate to ensure qualified candidates apply; and C) approve the open recruitment and hiring of one (1) Food Cook position at Range 51A-51C (\$3,047 - \$3,525).

SUMMARY/JUSTIFICATION:

Recently a Sheriff's Food Cook took another position with the County and resigned from the Sheriff's Office effective 05/12/21 causing the position to become vacant. We request your Board to authorize, the hiring of one Food Cook to back fill the vacant position. Filling this position falls within the Sheriff's Office current authorized strength.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize the hiring of one Food Cook position. This would increase overtime and the burden to existing personnel of covering shifts.

OTHER AGENCY INVOLVEMENT:

Personnel Department
Auditor's Office

FINANCING:

This Food Cook position is included in the 2020-2021 Sheriff's Kitchen Services budget (022701).

ATTACHMENTS:

APPROVALS:

Jared Sparks	Created/Initiated - 4/28/2021
Jared Sparks	Approved - 4/28/2021
Darcy Ellis	Approved - 4/28/2021
Jared Sparks	Approved - 5/5/2021
Marshall Rudolph	Approved - 5/5/2021
Amy Shepherd	Approved - 5/5/2021
Sue Dishion	Approved - 5/5/2021
Riannah Reade	Approved - 5/6/2021
Jeffrey Hollowell	Final Approval - 5/6/2021



County of Inyo



Assessor

CONSENT - ACTION REQUIRED

MEETING: May 11, 2021

FROM: David Stottlemire

SUBJECT: Professional Services Contract

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Erik Endler for the provision of professional services relating to the creation of a valuation model for purposes of training appraisal staff and the use in property tax assessments related to income producing properties, specifically geothermal properties, for the period of June 1, 2021 to September 30, 2021 in an amount not to exceed \$50,000, contingent upon the Board's adoption of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This agreement, under the direction of the County Assessor, will provide for the creation of a valuation model for purposes of deriving an assessment for geothermal property. It will also serve to train the Assessor's office appraisal staff in the process of valuing geothermal property. With properly trained staff, future outside services can be minimized.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose to not approve this contract. Doing so would require the Assessor's appraisal staff to perform the valuation with the limited experience they have with this type of project.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

This expense will be budgeted in the Fiscal Year 2021-2022 Assessor Budget (010600) in the Professional Services object code (5265).

ATTACHMENTS:

1. Erik Endler Contract

APPROVALS:

Darcy Ellis	Created/Initiated - 4/28/2021
David Stottlemyre	Approved - 4/28/2021
John Vallejo	Approved - 5/4/2021
Sue Dishion	Approved - 5/5/2021
Clint Quilter	Approved - 5/5/2021
Amy Shepherd	Approved - 5/6/2021
David Stottlemyre	Final Approval - 5/6/2021

RECEIVED

APR 26 2021

INYO COUNTY
ASSESSOR'S OFFICE

AND Erik Endler
AGREEMENT BETWEEN INYO COUNTY
FOR THE PROVISION OF PROFESSIONAL SERVICES

INTRODUCTION

WHEREAS, the County of Inyo, a political subdivision of the State of California (hereinafter referred to as "County") may have the need for the professional services of Erik Endler hereinafter referred to as "Contractor", and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by County to the Contractor to perform under this Agreement will be made by the Assessor. Requests to the Contractor for work or services to be performed under this Agreement will be based upon County's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, County, and municipal laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. INTIAL TERM AND OPTIONS.

The initial term of this Agreement shall be from 06/01/2021 to 09/30/2021 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- a. From NA through _____
- b. From NA through _____

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions as stated in this Agreement.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at COUNTY'S request.

B. Travel and per diem. Contractor will not be paid or reimbursed for the travel expenses or per diem which Contractor incurs in providing services and work under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits,

disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed fifty thousand dollars and zero cents Dollars (\$50,000) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to County an Internal Revenue Service (IRS) Form W-9, upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, County, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed

in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment **A** to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items not specifically set forth in the Schedule of Fees (Attachment **B**), is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment **C** and with the provisions specified in that attachment.

9. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment **A**, Contractor has no authority or responsibility to exercise any rights or power vested in County. No agent, officer, or employee of Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

10. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, and federal, state, County, and municipal laws, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, and records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

13. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

14. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign

or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and County laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with County, or who has been an adverse party in litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or County statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be

invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

23. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

INYO COUNTY:

<u>Assessor</u>	Department
<u>PO BOX J</u>	Address
<u>Independence CA 93526</u>	City and State

CONTRACTOR:

<u>Erik Endler</u>	Name
<u>30345 Mission St.</u>	Address
<u>Highland, CA 92346</u>	City and State

24. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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AGREEMENT BETWEEN INYO COUNTY
AND Erik Endler
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, _____.

INYO COUNTY

By: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Risk Manager

CONTRACTOR

By: Erik Endler

Erik Endler

Print or Type Name

Dated: 4-19-2021

ATTACHMENT A

AND Erik Endler
AGREEMENT BETWEEN INYO COUNTY
FOR THE PROVISION OF PROFESSIONAL SERVICES

TERM:

FROM: 06/01/2021

TO: 09/30/2021

SCOPE OF WORK:

Under the direction of the County Assessor, create a valuation model(s) for the purpose of property tax assessments for change-of-ownership and regular ongoing assessments of geothermal power plant properties within Inyo County, and assist and advise the County Assessor and staff in the creation and understanding of same.

CONFIDENTIALITY

Contractor agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of the County.

Contractor shall also maintain the confidentiality of all records, information and data of any form or description related to any assessee that is obtained in performance of this Agreement, in accordance with the provisions of Sections 408, 451, 441, and 481 of the Revenue and Taxation Code ("Confidential Information"). Such Confidential Information includes, but is not limited to, change of ownership statements, property tax returns, income tax returns, annual business property statements, all information obtained by an Assessor pursuant to Revenue and Taxation Code Sections 441(d) through and including 470, purchase/sale agreements, purchase/sale cash flow statements and any other confidential property owner information obtained by Contractor. Contractor shall provide all services, advice and representation rendered under this Agreement exclusively to the Inyo County Assessor. All records, data and Confidential Information coming into Contractor's possession and all knowledge gained during the course of Contractor's performance of services hereunder shall be and remain the property of the County and shall be maintained by Contractor in strictest confidence while in Contractor's possession. Contractor shall never show, discuss or provide Confidential Information, taxpayer information or records in Contractor's possession to any third party and shall take all necessary steps to protect Confidential Information. If source data, work product or any other Confidential Information, prepared by or in the possession of Contractor, are subject to a request for discovery during any assessment appeal or other administrative or judicial proceeding, Contractor shall assert the individual Assessor's privilege against disclosure of this information and notify the Assessor of the discovery request. Contractor and the Assessor shall also assert the confidentiality privilege against disclosure and the confidentiality requirements of Revenue and Taxation Code Sections 408(e), 441, 451, and 481.

ATTACHMENT B

AND Erik Endler
AGREEMENT BETWEEN INYO COUNTY
FOR THE PROVISION OF PROFESSIONAL SERVICES

TERM:

FROM: 06/01/2021 **TO:** 09/30/2021

SCHEDULE OF FEES:

Contractor shall be paid \$250 per hour for work performed.

Contractor shall be reimbursed for direct expenses incurred by contractor to secure valuation data required to fulfill the scope of work.

ATTACHMENT C

AND Erik Endler **AGREEMENT BETWEEN INYO COUNTY**
FOR THE PROVISION OF PROFESSIONAL SERVICES

TERM:

FROM: 06/01/2021

TO: 09/30/2021

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo



Clerk-Recorder

CONSENT - ACTION REQUIRED

MEETING: May 11, 2021

FROM: Michele Hartshorn

SUBJECT: Request Board approve and award the contract for Clerk-Recorder Software System to Tyler Technologies of Moraine, OH

RECOMMENDED ACTION:

Request Board approve and award the contract for Clerk-Recorder Software System to Tyler Technologies of Moraine, OH in an amount not to exceed \$180,000 for a term of five years, beginning on the first day of the first month following the contract's effective date, and authorize the Assistant Clerk-Recorder to sign.

SUMMARY/JUSTIFICATION:

The County Clerk-Recorder's Office has used the same integrated Clerk-Recorder software system since 2000. The vendor that originally supplied this software solution has been acquired by a new organization and will not be supporting this software at the end of the current contract, which is set to expire 6/30/2021. A new complete software system must be purchased and implemented immediately.

This software supports the entire Recorder and Clerk operational duties, including facilitating 4,000 land document recording per each year. The software is used to issue approximately 150 Marriage Licenses, nearly 1500 certified copies of vital records and registers about 500 birth, death and marriage records annually. The software system also supports Notary Filings and Oaths of Office and is the cashiering and financial reporting system for over \$550,000 in transactions every calendar year.

On February 16, 2021 an RFP was issued for a Clerk-Recorder Software System. The County received five responsive proposals from the following vendors:

Vendor	5 year estimated cost
GovOS	\$170,000
Tyler	\$173,875
Aumentum	\$301,655
Granicus	\$222,908
Pioneer	\$261,500

As per the RFP, proposals were evaluated based on the qualifications and experience of Proposers, the type of training Clerk-Recorder employees can expect to be provided by a Proposer, suitability for use by the County, and hardware and software including materials and equipment. All vendors were offered an opportunity to provide a 30 minutes virtual demo of their product to demonstrate the workflow, functionality and usability of the software system.

The successful bid was awarded to the lowest, conforming responsible Proposer that best meets the requirements of the County and the Clerk-Recorder, in the sole judgment of the County.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

- The Board could deny approval of any successful bidder through this RFP
- The Board could approve awarding a different vendor as a successful bidder

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funds are available within the FY2020-2021 Budget (023401-5265). There are no General Fund monies involved in the initial purchase and implementation, but subsequent annual contract payments will be contingent upon adoption of future budgets.

ATTACHMENTS:

1. Inyo County - Tyler Technologies Contract

APPROVALS:

Kammi Foote	Created/Initiated - 4/30/2021
Darcy Ellis	Approved - 4/30/2021
Marshall Rudolph	Approved - 4/30/2021
Amy Shepherd	Approved - 5/3/2021
Michele Hartshorn	Final Approval - 5/3/2021



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. ("Tyler") and Inyo County, California ("Client").

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Inyo County, California.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.



- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount

of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and

the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project

deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years from the first day of the first month

following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you and your officials, officers, employees, agents, and volunteers against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your officials, officers, employees, agents, and volunteers from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TWO (2) TIMES THE TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, TWO (2) TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE**

MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the levels of insurance set forth in the Insurance Requirements Exhibit attached hereto as Exhibit E.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of

employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld. Our subcontractors will procure and maintain insurance in accordance with Exhibit E.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.

Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Statement of Work
Exhibit E	Insurance Requirements

SIGNATURE PAGE FOLLOWS
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IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Inyo County, California

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Inyo County
168 N. Edwards Street
Independence, CA 93526

Attention: _____



Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By:
 Quote Expiration:
 Quote Name:

Jon Phillips
 8/31/21

Sales Quotation For:

Inyo County
 168 N Edwards St
 Independence, CA
 Phone: +1 (760) 878-0366

Shipping Address:

Inyo County
 168 N Edwards St

Tyler Software and Related Services - SaaS

Description	# of Years	Annual Fee
Eagle		
Software		
Recorder Base License Fee		
Full Seat License [4]		
eRecording - License Fee		
Government to Government - License Fee		
Self Service License Fee		
Intelligent Redaction - License Fee		
PDF Viewer - License Fee		
TOTAL	5	\$ 23,525

Professional Services

Description	Extended Price	Maintenance
Eagle		
Project Management Service		
Business Process Review		
Initial Software Installation Service		
Conversion Service		
UAT/Conversion Review Service		
Implementation Service		
Training Service		
Go Live Service		
Self Service Package - Service		
eRecording Service		
Intelligent Redaction - Service		
California Clerk Service		
TOTAL	\$ 54,500	\$ 0

Third-Party Hardware, Software and Services

Description	Quantity	Total Price	Total Maint.
Tyler Third Party			
Fujitsu FI-7160 Color Scanner	1	\$ 1,150	\$ 0
Zebra ZD420T Label Printer	1	\$ 600	\$ 0
	TOTAL	1,750	\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 23,525
Total Tyler Services	\$ 54,500	\$ 0
Total Third-Party Hardware, Software, Services	\$ 1,750	\$ 0
Summary Total	\$ 56,250	\$ 23,525
Contract Total	\$ 79,775	

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee’s office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. **Service Availability**

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter’s Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology’s software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client’s needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client’s database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D

Inyo County

SOW from Tyler Technologies, Inc.

4/1/2021

Presented to:
Kami Foote
168 N Edwards
Independence, CA 93526

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Client (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Provide a user-friendly user interface to promote system use and productivity
- Streamline business processes through automation, integration, and workflows
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by County and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client’s complexity and organizational needs.

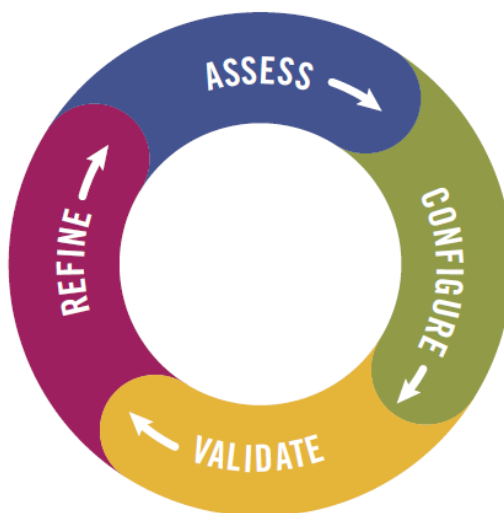
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both County and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that County and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where County's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to efficiently and effectively complete the Project.

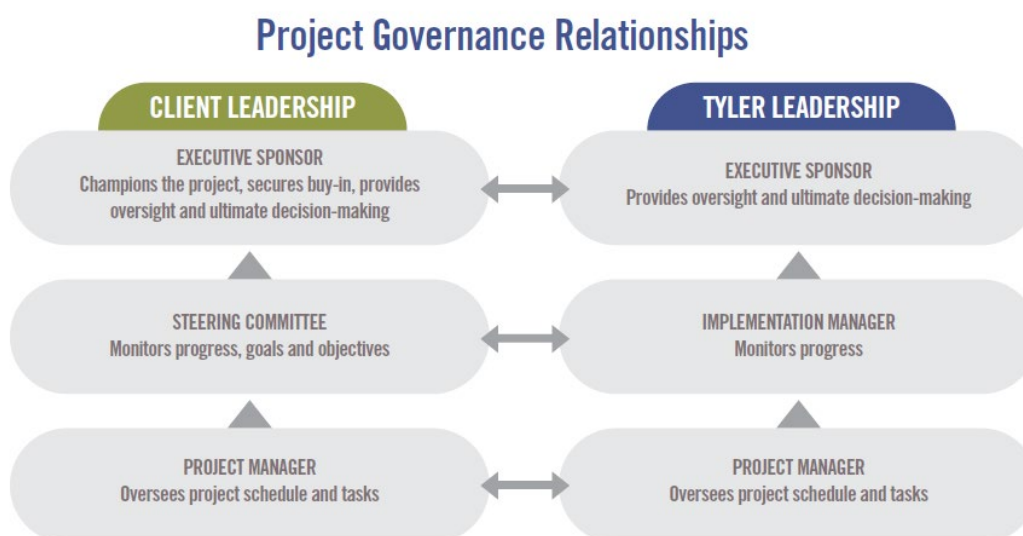
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to adequately meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

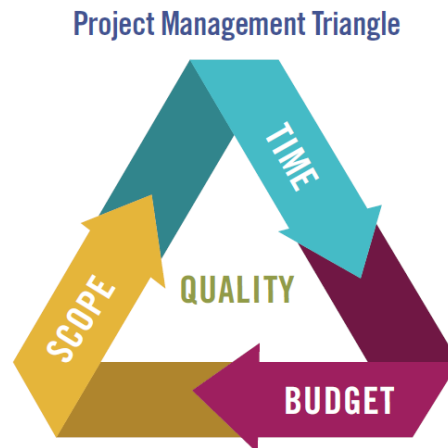
The chart below illustrates an overall team perspective where Tyler and County collaborate to resolve Project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and County Steering Committee become the escalation points to triage responses prior to escalation to County and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. County and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the ‘triple constraints’ or Project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change in order to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

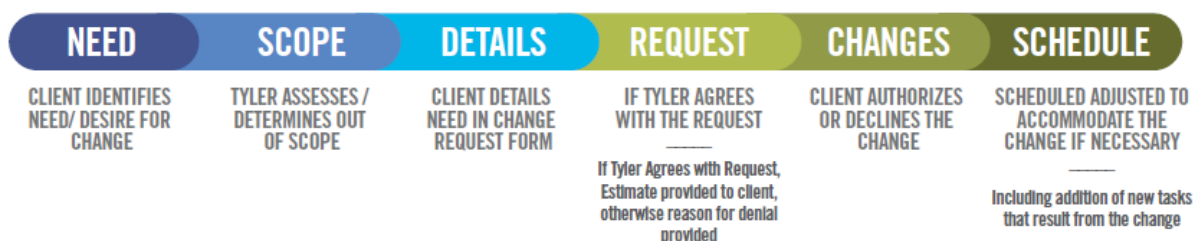
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the schedule, some

changes may result in less cost to County; for example, County may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to County, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

County will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and County). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each County office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the County will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining client feedback and approval on Project deliverables will be critical to the success of the Project. The County project manager will strive to gain deliverable and decision approvals from all authorized County representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each County department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The County shall have seven to ten (7-10) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the County does not provide acceptance or acknowledgement within seven to ten (7-10) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the County does not agree the particular Deliverable or Control Point meets requirements, the County shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The County shall then have five (5) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the County does not provide acceptance within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for County and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at County, but are roles defined within the Project. It is common for individual resources on both the Tyler and client project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Sponsor

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed in order to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying County's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to County's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with County management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items. As requested by the client, the Tyler Project Manager provides regular updates to the client Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by County project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.

- Collaborates with County project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between County and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to County any items that may impact the outcomes of the Project.
- Collaborates with County 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with County 's project manager(s) to set a routine communication plan that will aide all Project team members, of both County and Tyler, in understanding the goals, objectives, current status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides County through software validation process following configuration.
- Assists during Go-Live process and provides support until County transitions to Client Services.
- Facilitates training sessions and discussions with County and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).

- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

5.2 County Roles & Responsibilities

County resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 County Executive Sponsor

The County executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the County steering committee, project manager(s), and functional leads to make critical business decisions for County.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 County Steering Committee

The County steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the County project manager and Project as a whole through participation in regular internal meetings. The County steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The County steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - County Policies
 - Needs of other client projects

5.2.3 County Project Manager

County shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. County Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When County project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The client project manager(s) are responsible for reporting to client steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for County project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between County and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both County staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all County resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.

- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to County technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 County Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to County project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of County resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 County Power Users

- Participate in project activities as required by the project team and project manager(s).

- Provide subject matter expertise on County business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to County staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 County End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 County Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for County third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from County's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 County Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage County's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with County and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 County Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

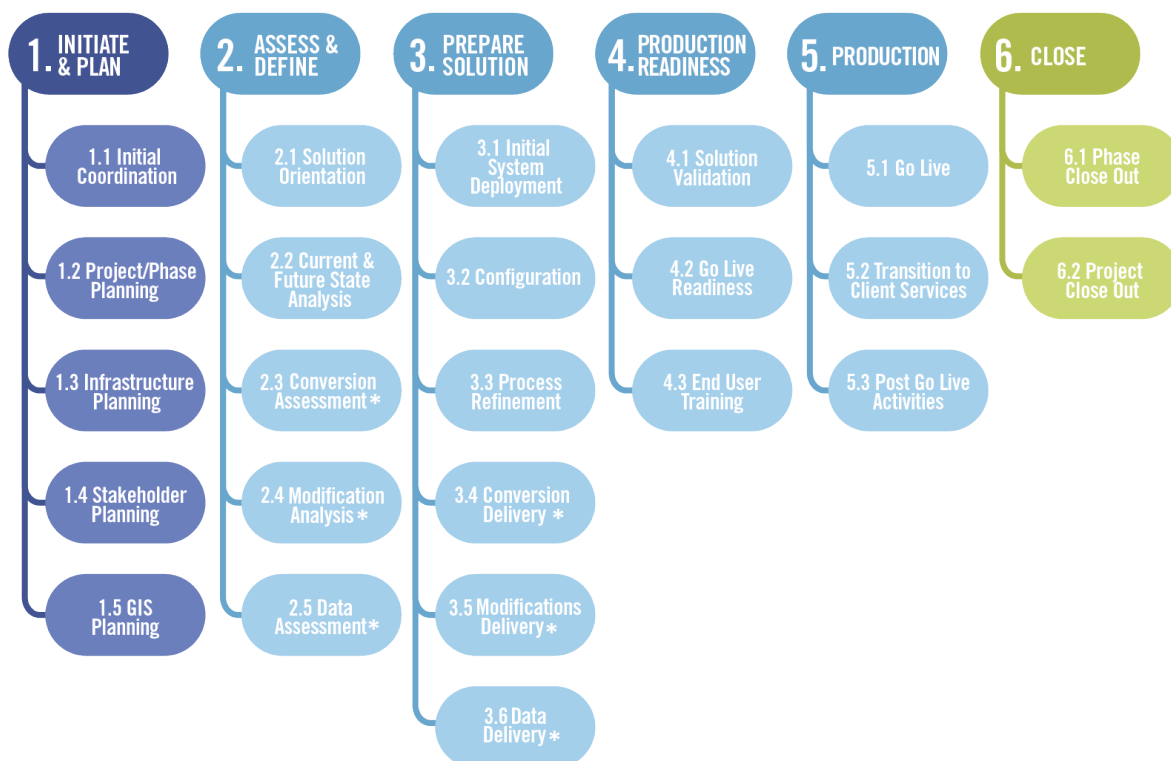
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by County.

Work Breakdown Structure (WBS)



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides County with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. County gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with County’s team. During this step, Tyler will work with County to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify client project team.

STAGE 1	Initial Coordination																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Client project team is assigned									A	I	R	I	I	I			
Provide initial project documents to County		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						

Create Project Portal to store project artifacts and facilitate communication		A	R																
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Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with County to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all County Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to County’s Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the County Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the client with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning	
	Tyler	Client

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	County provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- County has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train County to install License Software. The County is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure County’s infrastructure meets Tyler’s application requirements.
- Ensure County’s infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning
----------------	--------------------------------

	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

Work package assumptions:

- County will maintain environment (or virtual environment) for On-Premise deployments.

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the County Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the County team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler’s receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined

- Project governance defined
- Project portal made available to County
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current County business processes. This information will be used to identify and define business processes utilized with Tyler software. County collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on County team knowledge transfer such as: eLearning, documentation, or walkthroughs. The County team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler’s solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare County for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

County and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The County will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the client’s responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Client current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- County attendees possess sufficient knowledge and authority to make future state decisions.
- County is responsible for any documentation of current state business processes.
- Client is able to effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Complete Data Analysis/Mapping		A	R	C	C						I	C		C			I
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Client Source data
	Client Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Client Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with County representatives to identify business rules before writing the conversion.
- County subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the client against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler

Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- County is able to access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on Client Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Licensed Software is Installed on the Server(s)	Software is accessible
Licensed Software is Installed on Clients (if applicable)	Software is accessible
Installation Checklist/System Document	System Passes
Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current generally available version of the Tyler Licensed Software will be installed.
- County will provide network access for Tyler modules, printers, and Internet access to all applicable County and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with County to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. County collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate County SME how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Client configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. County is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the County users on how to execute processes in the system to prepare them for the validation of the software. County collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that County understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Client Responsible)			A	R							I	I		I			
Refine configuration (Tyler Responsible)			I	C							A	R		C			
Validate interface process and results			I	C			C				A	R		C			C
Update client-specific process			I	C							A	R		C			

documentation (if applicable)																	
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed client-specific process documentation (completed by County)	

Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the County’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the County will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the County to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified and ready for final pass

Work package assumptions:

- The County will provide a single file layout per source system as identified in the investment summary.

- The County subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The County project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the client team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the client to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that County verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure County organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation	
	Tyler	Client

<p>RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed</p>	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	County updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and County will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the client has considered its ability to successfully Go-Live. Issues and concerns will be discussed and mitigation options documented. Tyler and County will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness
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	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to County

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler’s responsibility to develop client specific business process documentation. Client-led training labs using client specific business process documentation if created by the client can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- County is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Client-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	County signoff that training was delivered

Work package assumptions:

- The County project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with County as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of County departments.
- County will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.

- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and County will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with County to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, County and Tyler will complete work assigned to prepare for Go-Live.

County provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, County manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with County during Go-Live activities. County transitions to Tyler software for day-to-day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Client data available in Production environment.

STAGE 5	Go-Live																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads

Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C					C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Client confirms data is available in production environment

Work package assumptions:

- County will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Client business processes required for Go-Live are fully documented and tested.
- The County Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The County Project Team and SME’s provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the County teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of County onto the Tyler Client Services team, who provides County with assistance following Go-Live, officially transitioning County to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to County teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Transfer client to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities	
	Tyler	Client

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler’s receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. County transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of County for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and County teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Client
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	
	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time County may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to County teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to County and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Client acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Close Stage is not dependent upon Tyler's receipt of this Stage Acceptance.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and County will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a number of assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The County Project Team will complete their necessary assignments in a mutually agreed upon timeframe in order to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the County project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, County is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring County to make process changes.
- County is responsible for defining, documenting and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, County is responsible for managing Organizational Change. Impacted Client resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted client resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- County resources will participate in scheduled activities as assigned in the Project Schedule.
- The County team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and County will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget and schedule) will be assessed and documented as part of the change control process.
- County will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- County makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- County will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- County will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- County is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with County representatives to identify business rules before writing the conversion. County must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The client will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.

- The County Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- Client is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- County will provide dedicated space for Tyler staff to work with County resources for both on-site and remote sessions. If Phases overlap, County will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- County will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

Infrastructure	The composite hardware, network resources and services required for the existence, operation and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. Conversion

9.1 Eagle Recorder Conversion Specification

The Eagle Recorder conversion includes converting data from a single database dump file into the Eagle Recorder application database. Data should be provided to Tyler as defined below. When providing data and images to Tyler also provide a data dictionary or mapping, including a key to associating images with a specific record in the database. Tyler will convert the data as closely as possible to how it appears in your current system, but Tyler will not normalize data.

When providing data and images to Tyler, include counts of each document type and a count of images.

The client will provide two sets or pulls of data and images to Tyler to be converted from their current system into Eagle Recorder. The first set is for a 'bulk' conversion, which is all records in your current system, through the date the extract of data from your legacy system is pulled. The second data set is called a 'gap' and contains the records from the last date you provided the bulk set to the last day of business processing/recording before Go Live, without any duplication or gaps records. In some cases, Tyler may require a complete pull of your entire system instead of a gap, if this approach is deemed more efficient it will be coordinated during the Initiate and Plan stage of the project. Each set of data and images is required to be provided in the same format each time the client provides data and images to Tyler.

9.1.1 Providing Data

The county is required to provide the data to Tyler in one of the following formats:

- A database dump file (*.dmp), accompanied by database definitions/mapping.
 - Microsoft SQL Server ®
 - Oracle ®

A delimited ASCII text file(s), including file layouts and/or each text file should contain a header row

- Pipe delimited
- Tab delimited
- All data for a specific record in the text file should be in a single line (ie. No line feeds)

9.1.2 Images

Tyler Technologies requires images to be in the following format:

- group IV Compression
- TIFF format (tagged image file format) and compliant with the TIFF 6.0 specification as defined at <http://partners.adobe.com/public/developer/en/tiff/TIFF6.pdf>
- Up to 300 DPI for land and vital records, up to 600 DPI for plat images
- black and white

- Single-page TIFF images should be stored with a file extension in *.001 - *.0NN format, where page 1 is .001, page 2 is .002, etc. Multi-page TIFF images should be stored in TIFF extensions such as *.tif. In both cases the * represents the document number.
- Images must be oriented correctly (right side) up
- Total combined size of all image files associated with a document can't exceed 65 Mb

If any images do not comply with the specifications, a change order and additional charges may be required to modify and properly convert those images.

Tiff images are the only images supported for Eagle Recorder. Due to normal operating system limitations, a directory/folder with more than 10,000 images without subfolders may cause performance issues in the conversion as well as the application.

As a standard, converted images are stored on the file system.

The county is responsible for providing the definition for how the images are linked to the record as well as ensuring that the above image requirements are met. The images must be available on the file system; if they are currently stored in a database, the county is responsible for extracting them to the file system.

The images must be placed on a location that is accessible by the application server. For maximum conversion performance, it is strongly encouraged that this be on a drive of the application server rather than another server on the network.

9.1.3 Redactions

Data and images can be redacted in two different ways depending on how redactions have previously been stored.

9.1.3.1 Option 1

When redactions are stored as overlays and information such as page, x, y coordinates, length and height of the redaction are available, Tyler will convert the redaction as an overlay. This means that only one copy of the image is converted, the redaction can be edited/moved and admins can see through the redaction while it shows as a red box to the public. This option is consistent with how redactions will be applied once live with Eagle Recorder. The client is responsible for providing the overlay information and how to access it; this overlay information must be stored in the same source data as the index data (i.e. in the database). The redaction information must be provided in an Oracle database, Access file, SQL Server database or text file. Providing redaction data as one file per image may incur additional charges.

9.1.3.2 Option 2

When redaction information as described above is not available but instead two copies of the image are stored, one with the redaction and one without, both would be converted. The redacted image would be converted as the primary attachment for the public to view. The unredacted image would be converted as the secondary attachment, which only Administrators can view. The redactions in this case would not be editable. With this option, the client is responsible for providing the redacted as well as the unredacted copy of the image and knowledge of how both would link to the index data.

Data layout for Option 1 – this is appended as a field within the same pipe file as the index data. The redaction information below needs to be on the same line as the rest of the index data for the document.

The redactions are imported at the same time as the index and images.

Redactions for multi-title documents must be identical for all records that are part of the multi-title document.

LAND RECORDS

Document Number	
Book/Page/Volume or Book/Page	
Recording Date	
Total Fees	
Recording Fee	
Transfer Tax	
Tax Rate Area	
PCOR Pages	
Document Date	
Return Address	
Requested By	
Grantor	
Grantee	
Parcel Number	
Related Data	
Grantor Address	
Grantee Address	
Treasurer Receipt	
Affidavit	
Excise Number	
Received Date	
Exempt Both	
Exempt State	
Failed Reason	
Submit Date	
Tracking Number	
Vendor	
Scan Date	
Scan Modification Date	
Scan Page County	
Lien Name	
Lien Address	
Transfer Tax State	
Transfer Tax County	
Number of Pages	
Flattened Stamp Date	
Flattened Stamp Pages	
Verification Date	
Verification User	
Modify By	

Modify Date	
Legal	
Situs	
Legal Remarks	
Submitter	
Location	
Housing State	
Housing Multi State	
Housing Multi County	
Housing County	
Index Error Notes	
Notes	Public
Notes Internal	
Legal Survey	
Company ID	
Order Number	
Vendor ID	
Consideration/Loan Amount/Sales Price	
Mortgage Tax	
Compliance Date	
Documentary Fee	
Previous Date	

BIRTH CERTIFICATES

Document Number	
Recording Date	
Book/Volume/Page or Book/Page	
Gender	
Deceased	
Amendment	
Notes	Public
Notes Internal	
Birth Date	
Number of Pages	
Name	
Parent1 Name	
Parent2 Name	
Death Date	
Amendment Date	
Amendment Comment	
Place of Birth	
Related Data	
Do Not Issue	

DEATH CERTIFICATES

Document Number	
-----------------	--

Recording Date	
Book/Volume/Page or Book/Page	
Name of Deceased	
Gender	
Amendment	
Notes	Public
Internal Notes	
Related Data	
Number of Pages	
Date of Death	
Date of Birth	
Parent1 Name	
Parent2 Name	
Amendment Date	
Amendment Comment	
Place of Death	
Location	
Return To	
Return Address	
Cause of Death	
Race	
Funeral Home	

MILITARY DISCHARGE

Document Number	
Recording Date	
Book/Volume/Page or Book/Page	
Document Date	
Return To	
Return Address	
Requested By	
Grantor (Veteran)	
Grantee (Military Branch)	
Discharge Date	

CONCEALED WEAPON

Document Number	
Recording Date	
Book/Volume/Page or Book/Page	
Issue Number	
Fingerprint Date	
Issue Date	
Application Date	
PASP Status	
Name	
Alias	

Date of Birth	
Gender	
Race	
Weight	
Height	
Eye Color	
Hair Color	
Place of Birth	
Country	
SSN	
Address	
Mailing Address	
County	
Phone Number	
Email	

NOTARY

Document Number	
Recording Date	
Book/Volume/Page or Book/Page	
Document Date	
Name	
Bond Number/Commission Number	
Bond Date/Commission Date	
Document Date	
Phone Number	
Status	
Expiration Date	
ID Type	
ID Number	
Signature	
Business Name	

MARRIAGE CERTIFICATE

Document Number	
Book/Volume/Page or Book/Page	
Recording Date	
Application Date	
Marriage Date	
Marriage County	
Married By/Officiant	
Married By/Officiant Address	
Party 1 Name	
Party 1 Date of Birth	
Party 1 Gender	
Party 1 Age	

Party 1 New Last Name	
Party 1 Number of this marriage	
Party 1 Previous Marriage	
Party 1 Marriage End Date	
Party 2 Name	
Party 2 Date of Birth	
Party 2 Gender	
Party 2 Age	
Party 2 New Last Name	
Party 2 Number of this marriage	
Party 2 Previous Marriage	
Party 2 Marriage End Date	
Marriage State	
Marriage City	
Return Date	
Phone Number	
Notes	Public
Notes Internal	
Related Data	
Party 1 Last Name at Birth	
Party 2 Last Name at Birth	
Number of Pages	
Party 1 Designation	
Party 2 Designation	
Waiver	
Return Address	
Party 1 Phone Number	
Party 2 Phone Number	
Party 1 Email	
Party 2 Email	
Party 1 Address	
Party 2 Address	
Party 1 ID Type	
Party 2 ID Type	
Party 1 ID Number	
Party 2 ID Number	
Expiration Date	

FICTITIOUS BUSINESS NAMES/ASSUMED NAMES

Document Number	
Recording Date	
Book/Volume/Page or Book/Page	
Total Fees	
Filing Type	
FBN Publication	
Publication Date	
Expiration date	
Related Data	

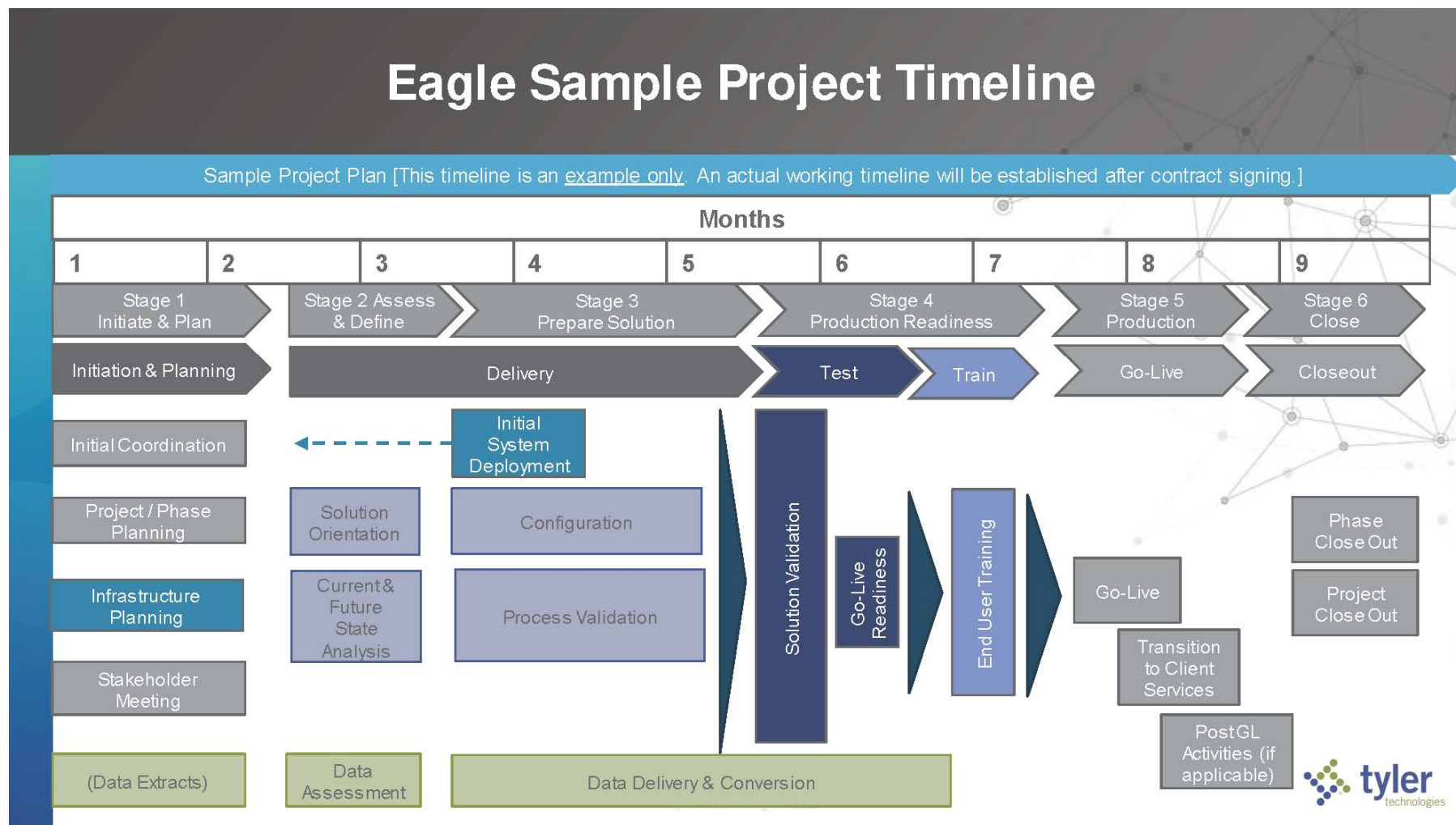
Business Name	
Registrant Name	
Grantee Address	
Registrant Type	
State of Incorporation	
Registrant Phone Number	
Withdrawal Date	
Withdrawal Publication Date	
Registrant Status	
Type	
Business Transacted	
Business Transacted Date	
Source	
ID Check	
Executed By	
LLC Title	
Signature	
Notes	Public
Notes Internal	
Number of Pages	

10. Additional Appendices

10.1 Intentionally left blank.

11. Project Timeline

11.1 Sample Eagle Timeline



The Client anticipates go-live by 6/30/2021. In order to meet the Client's anticipated go-live, the following are required:

- Post go-live conversion
- Client can select from existing Tyler Clerk Recorder forms.

The foregoing notwithstanding, the parties acknowledge that the project schedule is subject to change upon mutual agreement.



Exhibit E Insurance Requirements

During the course of performing services under this Agreement, Tyler shall procure and maintain the following levels of insurance.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non- owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Not required if consultant provides written verification it has no employees)*
4. **Technology Professional Liability Errors and Omissions Insurance, including Cyber Liability Coverage,** appropriate to Tyler’s profession and work hereunder, with limits not less than \$1,000,000 per occurrence.

If Tyler maintains broader coverage and/or higher limits than the minimums shown above, the Client requires and shall be entitled to the broader coverage and/or the higher limits maintained by Tyler. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Client.

Self-Insured Retentions

Self-insured retentions will be disclosed to the Client for the Client’s information upon request.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Tyler including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage

Tyler’s insurance is primary for claims under the CGL and Automobile policies that arise out of or relate to the Agreement and are between the Client and Tyler.

Notice of Cancellation

Tyler will provide the Client with notice of cancellation, non-renewal or reduction in our insurance coverages below the minimum requirements set forth herein within thirty (30) days thereof. Renewal



certificates of insurance will be provided as close as practicable to the date the applicable policy or policies is/are renewed.

Waiver of Subrogation

Tyler will agree to waive subrogation, but only on claims under our CGL or Automobile policies that arise out of or relate to the Agreement and are between Tyler and the Client, except to the extent the damage or injury is caused by the Client.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Client.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, Tyler must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

Verification of Coverage

Following the Effective Date, but prior to the commencement of services under this Agreement, Tyler shall furnish the Client with original Certificates of Insurance. However, failure to obtain the required documents prior to the work beginning shall not waive Tyler's obligation to provide them.

Subcontractors

Tyler shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Tyler shall ensure that the Client is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Changes to the insurance requirements set forth herein shall be by written amendment to this Agreement.



County of Inyo



County Administrator - Parks & Recreation

CONSENT - ACTION REQUIRED

MEETING: May 11, 2021

FROM: Leslie Chapman

SUBJECT: Authorize the issuance of blanket purchase order to Mission Janitorial and Abrasive Supplies for janitorial supplies

RECOMMENDED ACTION:

Request Board authorize increase in blanket purchase order, in the amount of \$5,000, for purchase of janitorial supplies from Mission Janitorial and Abrasive Supplies, which is in addition to the existing \$10,000 blanket purchase order.

SUMMARY/JUSTIFICATION:

Parks and Recreation currently has a blanket purchase order in the amount of \$10,000 to purchase janitorial supplies from Mission Janitorial and Abrasive Supplies. This fiscal year, due to COVID-19, Parks and Recreation has had the need to purchase more janitorial supplies for the Parks and Campgrounds than usual years. The Parks and Rec campgrounds have been very busy this year and has expended the \$10,000 to purchase supplies.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize the issuance of a blanket purchase order or modify the amount. In the event that blanket purchase orders are not issued, the procedure of preparing purchase orders for each individual purchase would be used.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Included in the Parks and Recreation budget 076900 for 2020/2021 fiscal year, object code 5311.

ATTACHMENTS:

APPROVALS:

Teresa Elliott

Created/Initiated - 4/28/2021

Teresa Elliott
Darcy Ellis
Teresa Elliott
Amy Shepherd
Leslie Chapman

Approved - 4/28/2021
Approved - 4/28/2021
Approved - 4/28/2021
Approved - 4/28/2021
Final Approval - 5/4/2021



County of Inyo



Health & Human Services - Behavioral Health

CONSENT - ACTION REQUIRED

MEETING: May 11, 2021

FROM: Lucy Vincent

SUBJECT: Approval of Contract between County of Inyo and Anne Sippi Clinic Treatment Group

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Anne Sippi Clinic Treatment Group of Bakersfield, CA for the provision of residential placement for adults conserved under Laterman Petris Short Act or other adults in need of this specialized high level of treatment, in an amount not to exceed \$74,000 for the period of July 1, 2021 through June 30, 2022, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign the contract and HIPAA Business Associate Agreement, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Anne Sippi Clinic Treatment Group provides specialized services that meet the recovery needs of persons with severe mental illness who are ready to step down from a locked facility to a less restrictive environment. These persons are often conserved under Laterman Petris Short (LPS) Act. The Anne Sippi transitional social rehabilitation program offers an array of services to support and encourage recovery, including a work experience program (in a ranch or urban setting). We are currently using this contract. The Anne Sippi program also meets the specific needs of persons with hearing impairments as well as severe mental illness. In the past, we have successfully placed several adults in this facility who then stepped down to living independently or with family members. The Department respectfully requests your Board's approval of the contract.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract. Appropriate placements are difficult to obtain and there is no guarantee that another facility that offers proper care will be found. The (conserved) adults would then remain in the locked psychiatric setting or may have repeated incarcerations.

OTHER AGENCY INVOLVEMENT:

Inyo County Courts

FINANCING:

100% Mental Health Realignment Funds (clients may be able to partially reimburse with SSI payments). This expense will be budgeted in Mental Health (045200) in Support & Care (5508). No County General Funds.

ATTACHMENTS:

1. Anne Sippi Clinic Treatment Group Contract FY2122

APPROVALS:

Lucy Vincent	Created/Initiated - 4/21/2021
Darcy Ellis	Approved - 4/21/2021
Lucy Vincent	Approved - 4/23/2021
Marilyn Mann	Approved - 4/25/2021
Melissa Best-Baker	Approved - 4/27/2021
Aaron Holmberg	Approved - 4/30/2021
Marshall Rudolph	Approved - 4/30/2021
Amy Shepherd	Approved - 4/30/2021
Marilyn Mann	Final Approval - 5/3/2021

**AGREEMENT BETWEEN COUNTY OF INYO
AND ANNE SIPPI CLINIC TREATMENT GROUP
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Residential treatment services of Anne Sippi Clinic Treatment Group of Bakersfield, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Gail Zwier Ph.D, whose title is: HHS Deputy Director of Behavioral Health. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from 7/1/2021 to 6/30/2022 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Seventy Four Thousand Dollars and no cents (\$ 74,000) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement

to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, and municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates, and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by

Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard, and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment D and with the provisions specified in that attachment.

9. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, certification and licensing regulations, and directions. Records shall be permanent, either typewritten or legibly written in ink and shall be kept on all patients accepted for treatment. All health records of discharged patients shall be completed and filed within thirty (30) days after termination of each episode of treatment and such records shall be kept for a minimum of seven (7) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 18, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054, and 75343. All psychologist records shall also be maintained on each patient for seven years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

13. PATIENTS RIGHTS.

Contractor shall comply with applicable patients' rights provisions in W&I Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code. Complaints by patients or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Rights Advocate, County or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, grievance and appeal forms and Inyo County Mental Health self-addressed envelopes.

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days' written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days' written notice of such intent to cancel to County.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County.

Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days' written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

19. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

23. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required or may desire, to make, shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties as follows:

County of Inyo	
<u>HHS-Behavioral Health</u>	Department
<u>1360 North Main Street</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Anne Sippi Clinic Treatment Group</u>	Name
<u>18200 Hwy 178</u>	Address
<u>Bakersfield, CA 93306</u>	City and State

25. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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**AGREEMENT BETWEEN COUNTY OF INYO
AND ANNE SIPPI CLINIC TREATMENT GROUP
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____

COUNTY OF INYO

By: _____
Signature

Type or Print Name

Dated: _____

CONTRACTOR

By: _____
Signature

Type or Print Name

Dated: April 20, 2021

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND ANNE SIPPI CLINIC TREATMENT GROUP
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: 7/1/2021 **TO:** 6/30/2022

SCOPE OF WORK:

See attached scope of work. Contractor is required to enter into a HIPAA Business Associate Agreement herein as attached.

**TRANSITIONAL SOCIAL REHABILITATION PROGRAM
SERVICES AND REQUIREMENTS
SCOPE OF WORK**

PROGRAM STANDARDS AND REQUIREMENTS

(A) To be certified as a Transitional Social Rehabilitation program shall provide:

- (1) Services that provide a therapeutic environment in which clients are supported in their efforts to acquire and apply interpersonal and independent living skills.**

The program shall also assist the client in developing a personal community support system to substitute for the programs supportive environment, to minimize the the risk of hospitalization, and enhance the capability for independent living upon discharge from the program.

The planned length of stay in the program shall be in accordance with the client's assessed need, with the goal of transitioning the client to a lower level care within one (1) year; however, a length of stay exceeding a maximum total of 18 months is optimal but not required.

The reasons for a length of stay beyond one (1) year shall be documented in the client's case record.

- (2) A minimum staffing ratio of at least one (1) full time equivalent direct care staff for each 2.5 clients served.**

Greater number of staff shall be present during times where there are numbers or clients in programmed activities.

Staff schedules shall be determined by the program based on the numbers of clients in the program during specific hours of the day, level of care provided by the program, and the range of services provided by the facility.

All scheduled hours in the facility shall be considered part of this required full-time equivalent staffing ratio.

SERVICE REQUIREMENTS

(A) Structured day and evening services shall be available seven (7) days a week. Services in all programs shall include but not limited to:

- (1) Individual and group counseling;**

(2) Crisis Intervention;

(3) Planned activities;

(4) Counseling with available members of the clients family, when indicated in the client's treatment/rehabilitation program plan;

(5) The development of the community support systems for clients to maximize their utilization of non-mental health community resources, including educational opportunities;

(6) Pre-vocational or vocational counseling;

(7) Client advocacy, including assisting clients to develop their own advocacy skills;

(8) An activity program that encourages socialization, program and community involvement, which links the client to resources that are available after leaving the program; and

(9) Use of the residential environment to assist clients in the acquisition testing, and or refinement of community living and interpersonal skills.

(B) In addition to the services in the Section (II A), Transitional Social Rehabilitation Programs shall provide services that emphasize the development of vocational skills and linkages to services offering employment or job placement.

III. MEDICAL REQUIREMENTS

Medical and psychiatric policies and practices of all programs shall be in writing and shall include, but not limited to:

(A) A plan for the monitoring of medications by a person licensed to prescribe or dispense prescription drugs;

(B) Screening for medical complications which may contribute to disability conducted by a physician, nurse practitioner or physician assistant and a plan for follow-up.

1. The screening for medical complications shall occur within 30-day calendar days prior to or

after admission.

2. If a client refuses screening for medical complications, the program shall document the refusal in the client case record.

(C) Client education, provided by a licensed program staff or licensed consultants, about the role of medications and their potential side effects, with the goal of client becoming responsible for his or her own medication;

(D) Entries in client case records indicating all prescribed and non-prescribed medications;

(E) Provisions for program staff to discuss medication issues with a person licensed to prescribe or dispense prescription drugs;

(F) Provisions for secure central storage of medication, including medication requiring appropriate refrigeration when necessary; and,

(G) Encouragement to clients, when part of the treatment/rehabilitation plan, to be personally responsible for holding, managing and safeguarding all of their medications.

IV. Treatment/Rehabilitation plan and document requirements

(A) Each program shall have an admission agreement, signed on entry by the client or an authorized representative, describing the services to be provided and the expectations and rights of client regarding house rules, client involvement in the program, and fees.

The client shall receive a copy of the signed admission agreement.

(B) There shall be written assessment of each client on admission that includes at the least:

- (1) Health and psychiatric histories;
- (2) Psychosocial skills;
- (3) Social support skills;
- (4) Current psychological, educational, vocational, and other functional limitations;
- (5) Medical needs, as reported;

A copy of each executed assessment shall be provided to the County's Placement Coordinator along with monthly invoicing.

(C) Program staff and client shall work together to develop a written treatment

rehabilitation plan specifying goals and objectives as well as identifying the staff and client responsibilities for their achievement.

Clients shall be involved in an ongoing review of progress towards reaching their established goals and be involved in the planning and evaluation of their treatment goals. The plan shall contain at least the following elements:

- (1) Statement of specific rehabilitation plan
- (2) Description of specific services to address identified treatment needs
- (3) Documentation of reviews by staff and client of the treatment/ rehabilitation plan
at least
every 30 days.
- (4) Anticipated length of stay needed to accomplish identified goals, and methods to
evaluate
the achievement of these goals.

(D) If an individual treatment/rehabilitation plan requires services to be provided by another or agency, there shall be documented evidence in the client's case record of communication between all persons responsible for the treatment /rehabilitation plan.

(E) The agency or program shall arrange for clients to attend community programs when needs are identified in the treatment/ rehabilitation plan that cannot be met by the facility, but can be met in the community

(F) The admission assessment, treatment/rehabilitation plan, and discharge summary shall be prepared by staff who has received training development and preparation of these documents.

1. Training provided for in this subsection shall consist of one or more of the following presentation methods:

- (a) Formal classroom instruction
- (b) Oral presentation ;
- (c) Videotape, film, or audiovisual presentation;
- (d) Audio-tape presentation; or
- (e) Performing the duties, on the job, under the direct supervision of the instructor.

(G) Admission and discharge criteria of all programs shall be written and shall be consistent with program goals.

(H) The program shall have written policies and procedures for orientating new clients to the facility programs.

(I) The range of services provided shall be discussed prior to the admission with the prospective client or an authorized representative so that program's services are clearly understood.

V. CLIENT INVOLVEMENT REQUIREMENTS

(A) Each client shall be involved in the development and implantation of his/her treatment/rehabilitation plan.

(B) Clients shall be involved, depending on capability, in the operation of the household. This shall include participation of the formulation and monitoring of house rules, as well as in the daily operation of the facility, including but not limited cooking, cleaning, menu planning and active planning.

(C) Clients shall be encouraged to participate in program evaluations and reviews.

VI. PHYSICAL ENVIRONMENT REQUIREMENTS

(A) The program shall meet of Section 5453 (a) of the Welfare and Institutions (W&I) Code.

(B) Program location shall allow for access by clients to community resources and public transportation.

VII. STAFF CHARACTERISTICS, QUALIFICATIONS AND DUTY REQUIREMENTS

(A) The program shall meet the staffing requirements of section 5453 (b) of the Welfare and Institutions Code.

(B) The program shall document the use of the multidisciplinary professional consultation and staff when necessary to meet the specific diagnostic and treatment needs of clients.

(C) Paraprofessionals and persons who have been clients of mental health services shall be utilized as volunteers in the program when consistent with the program design and services provided.

(D) All social rehabilitation facilities shall have a program director.

The program director shall be on the premises the number hours necessary to manage and administer the program component or the facility in compliance with applicable laws and regulations.

(E) The program director of a certified Transitional Residential Treatment Program or a Certified Long Term Residential Treatment Program shall have the following qualifications prior to employment:

(1) A Bachelor's Degree in Psychology, Social Work, or any other major which includes at least 24

semester units in one or more of the following subject areas:

- (a) Psychology
- (b) Social Work
- (c) Sociology
- (d) Behavioral Sciences
- (e) Psychiatric Nursing; and

(2) One (1) year of full-time work experience in community program that serves clients who have a mental illness.

Such experience must be in the direct provision of services to clients, of which four (4) months must be in a position of supervising direct care staff.

(3) As an alternative to the Bachelor's Degree and experience required in paragraphs (1) and (2) of this subsection, a total of three years of experience in providing direct services in the community to persons with mental illness, of which six (6) months must be in a position of supervising direct care staff, and graduation from high school or possession of a GED may be substituted.

(F) All direct care staff shall have graduated from high school or possess a GED and have a minimum of one (1) year full time experience, or its part-time equivalent, working in a program serving people with mental disabilities,

Such experience must be in direct provision of services to clients.

If the employee does not have the required experience, the program shall document a specific plan of supervision and in-service training for the employee to perform the job.

The plan should include but not be limited to the frequency and number of hours of training, the subjects to be covered, and a description of the supervision to be provided.

VII. ADMINISTRATIVE POLICES AND PROCEDURES

(A) The organizational entity legally responsible for program administration, under applicable law and regulation, shall:

- (1) Have written policies defining the purpose, goals, and services of the organization.

- (2) Establish and maintain financial records in accordance with generally accepted accounting principles and annual budget.

(B) Each program shall be directed by a designated individual who is responsible for its overall administration and management.

(C) Each residential program shall have an individual(s) designated as the administrator of the facility.

The program shall identify the qualifications, experience, skills and knowledge required of an individual who is designated the facility administrator.

These requirements shall at least satisfy the minimum requirements established by the Community Care Licensing Division of the Department of Social Services for this position.

(D) The agency of the program shall have a financial plan of operation that is consistent with the goals and purpose of the organization and in accordance with generally accepted accounting practices and legal requirements.

IX. OTHER REQUIREMENTS

The following will be required of residential facilities applying for certification as a Transitional Social Rehabilitation Facility. This will be an addition to the requirement as indicated above.

A. Staffing requirements

- (1) Facilities must have psychiatric professional licensed staff either through direct employment or contracted by the facility.

- (2) Facilities must have nursing staff.

- (3) Facilities must inform The County within 24 hours of any staff changes that may affect this contract.

(4) Facility will have adequate number of staff to monitor the clients during the sleeping hours.

(5) The content of group or individual sessions shall be within the scope of practice of the individual providing that service.

(6) Staff assigned to assist in physically restraining clients must receive prior training from appropriate agencies.

(7) Physical restraints placed on clients must be under direct supervision of a licensed mental health professional.

B. ADMINISTRATIVE REQUIREMENTS

(1) If the legal owner/administrator of the facility is a Corporation, notes from meetings may be requested by Department of Behavioral Health to the extent possible.

(2) Facilities shall have capabilities to transmit documents to and from the Department of Behavioral Health.

(3) Confidentiality of client's records shall be maintained at all times whether in written or verbal form in compliance with HIPPA and other federal, State or local regulations or statutes.

C. ADMINISTRATIVE COMPLIANCE

(1) Administrator of Transitional Facilities shall inform the designated case managers 30 days prior to the expiration of the Needs and Appraisal. The monthly invoicing that CONTRACTORS submit to COUNTY shall include a due date for each client's Needs and Appraisal.

(2) The Facility Treatment Plan shall be developed and implanted within five (5) days after the Needs and Appraisal is updated.

(3) The monthly summaries for each client must include progress notes from direct care staff, licensed clinicians and psychiatrists including medication information.

(4) The facility shall develop and implement documentation demonstrating the client's participation in activities provided by the facility.

(5) The facility shall maintain record of the training providing to clients including attendance of off-site day programs.

(6) Training activities as outlined for clients shall be limited and measurable.

(7) Training for clients shall developed with the goal of stabilizing the client in order to transition to a lower level. Any services and training provided by the facility shall be approved by the DBH designated case manager.

(8) Documentation shall be consistent with the goals identified in the Needs/Appraisal and Facility Treatment Plan.

(9) Monthly notes shall be made available to DBH staff review in a reciprocal manner between DBH and the contracted facility.

D. SPECIFIC SERVICES

(1) Training in hygiene and grooming may include hands-on assistance when needed.

(2) In cases of incontinence, clients shall be physically assisted if needed.

(3) Training in budgeting shall include clients keeping and maintaining records of transactions.

(4) Clients shall be afforded the opportunity to learn cooking skills under the direction of appropriate staff.

(5) Clients shall be encouraged o learn independent living skills with personal assistance when warranted.

(6) Facilities shall provide special diets are prescribed by treating physician.

(7) Clients shall be trained to access support systems in the community.

(8) Facilities shall develop and implement plans for community re-integration.

(9) Facilities shall provide individual sessions to assist clients to develop appropriate skills in social interactions using "Normal" settings.

(10) Efforts shall be made to normalize the client's living arrangements at all times.

(11) Training shall be provided to clients to use transportation systems.

(12) Training in medication shall be provided to clients by licensed staff.

(13) Individual sessions shall be implemented to counsel clients to attain general insight into their mental illness by licensed staff.

ADDITIONAL REQUIREMENTS

The Contractor for the Transitional Social Rehabilitation Program will provide services for clients who have severe and persistent mental illness who have experienced a decrease in social functioning to the extent that they are in a crisis or need a therapeutic community to facilitate movement to more independent living. The objectives of the program are to intervene in a crisis, support community integration, and serve as an alternative to hospitalization. The goal is to rehabilitate the client in order to decrease the need for future hospitalizations.

I. TRANSITIONAL PROGRAM

To be certified as a Transitional Social Rehabilitation Program, facility shall provide: A therapeutic residential community including a range of social rehabilitation activities for individuals who are in remission from an acute stage of illness, and interim support to facilitate movement towards the highest possible level of functioning. Clients may receive day, outpatient and other treatment services outside the transitional residence. The planned length of stay shall be in accordance with the client's assessed needs, but under no circumstances may the length of stay extend beyond 18 months.

Additional staff shall be on duty program hours to provide specialized services and structured evening services. When there is only one (1) staff on premises there needs to be staff on call who can report for duty within 60 minutes after being contacted if needed. The staffing ratio is one (1) full time staff to 2.5 clients. The Transitional program is designed for clients who are discharged from or are being admitted to State Mental Hospitals, IMDs or locked MHRCs.

II. ADMISSION CRITERIA

Transitional Social Rehabilitation Program is an intense, high expectation program designed to assist a person to develop self-help skills that will enable them to function independently in the community. The following is the admission criteria:

- 1. All clients must have received treatment or evaluation prior to admission and have a current open mental health chart with the county of record.**
- 2. All clients will have primary diagnosis of mental disability. (The psychiatric diagnosis must reflect a severe, persistent mental illness or a maladaptive reaction to a mental health crisis. The primary diagnosis cannot be dementia, mental retardation, or substance abuse/dependence).**

- 3. Clients must be between the ages of 18 and older.**
- 4. Clients must be recovered from acute psychiatric symptoms, such as being injurious to self or others, and/or destructive of property.**
- 5. Clients must be in need of residential treatment services to assist them gain the ability to function in a less restrictive living situation.**

COUNTY OF INYO
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity (“CE”), and Anne Sippi Clinic Treatment Group, referred to herein as Business Associate (“BA”). This Agreement is effective as of _____, (the “Agreement Effective Date”).

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health (“CIMH”), herein referred to as (“Contract”), some of which may constitute Protected Health Information (“PHI”) defined below.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

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

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

7. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. Effect on Contract

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY

County of Inyo

By: _____

Print Name: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE

Anne Sippi Clinic Treatment Group

By:  _____

Print Name: Nick Damian

Title: Chief Operations Officer

Date: 4-20-21

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND ANNE SIPPI CLINIC TREATMENT GROUP
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: 7/1/2021 **TO:** 6/30/2022

SCHEDULE OF FEES:

Daily rate of \$200.00 (Two Hundred) dollars per day.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND ANNE SIPPI CLINIC TREATMENT GROUP
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: 7/1/2021

TO: 6/30/2022

SEE ATTACHED INSURANCE PROVISIONS

Insurance Requirements Attachment

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$10,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Limit may be satisfied with a CGL policy as specified above with limits no less than \$2,000,000 per occurrence, plus an umbrella or following-form excess policy with limits no less than \$10,000,000 per occurrence.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$5,000,000 per accident for bodily injury and property damage. Limit may be reduced to \$1,000,000 if contractor will not be transporting patients outside of their facility.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Waiver of Subrogation. Consultant hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Consultant may acquire against Inyo County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Professional Liability (Errors and Omissions): appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

Cyber Liability Insurance: as required due to access and management of electronic medical records, with limits not less than **\$1,000,000** per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations related to electronic medical records, and shall include, but not be limited to, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private

Insurance Requirements Attachment

information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Insurance Requirements Attachment

Consultant shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-



County of Inyo



Health & Human Services - Behavioral Health

CONSENT - ACTION REQUIRED

MEETING: May 11, 2021

FROM: Lucy Vincent

SUBJECT: Approval of contract between the County of Inyo and I.D.E.A. Consulting

RECOMMENDED ACTION:

Request Board: A) declare I.D.E.A. Consulting of Davis, CA a sole-source provider of consulting services; B) approve the contract between the County of Inyo and I.D.E.A. Consulting of Davis, CA for the provision of consulting services in an amount not to exceed \$15,000 for the period of July 1, 2021 through June 30, 2022, contingent upon the Board's approval the Fiscal Year 2021-2022 Budget; and C) authorize the Chairperson to sign the contract and HIPAA Business Associate Agreement, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The Department requests this contract as a sole source contract due to the need for the specialized knowledge, experience and expertise brought by I.D.E.A. Consulting. Inyo County HHS Behavioral Health Division continues to benefit from the consultation and training services of Dr. Nancy Callahan and her staff at I.D.E.A. Consulting. The contract includes access to a Relias Learning Management System. Relias Learning access includes web-based training for staff and consumers. I.D.E.A. Consulting staff members ensure that there is access to the product, updating of the offerings and monitoring use and assignment of courses. The consultation has involved continued development of mandated behavioral health compliance and quality improvement policies, trainings and continuing education relevant to public behavioral health services. Dr. Callahan works with several small counties and has also been instrumental in the development of the MHSA plans written to meet the requirements of the Act as well as assisting with MHSA audits and reviews. MHSA funds make up approximately a third of the mental health budget.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could deny the contract and direct staff to identify other means to accomplish this task. This would limit access to expertise that has proven very valuable as well as cost-effective.

OTHER AGENCY INVOLVEMENT:

Stakeholders and partners include consumers of behavioral health services and their families as well as a wide

array of representatives of such entities as Schools, Law Enforcement, Senior Services providers, Courts, Probation, Health and Human Services, Ethnic-Specific groups, Development Disabilities, and Special Education.

FINANCING:

Mental Health funds, including MHSA CSS and PEI funds (in approved plan), and MediCal funds where appropriate. This expense will be budgeted in the Mental Health Budget (045200) in Professional Services (5265). No County General Funds.

ATTACHMENTS:

1. IDEA Consulting Contract No. 116 FY2122
2. Business Associate Agreement
3. Insurance Requirements

APPROVALS:

Lucy Vincent	Created/Initiated - 4/23/2021
Darcy Ellis	Approved - 4/26/2021
Lucy Vincent	Approved - 4/27/2021
Marilyn Mann	Approved - 5/3/2021
Melissa Best-Baker	Approved - 5/4/2021
Marshall Rudolph	Approved - 5/4/2021
Amy Shepherd	Approved - 5/4/2021
Marilyn Mann	Final Approval - 5/5/2021

AGREEMENT BETWEEN COUNTY OF INYO
AND IDEA CONSULTING
FOR THE PROVISION OF CONSULTING SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Consulting services of IDEA Consulting of Davis, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Gail Zwier Ph.D., whose title is: HHS Deputy Director Behavioral Health. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from 7/1/2021 to 6/30/2022 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Fifteen Thousand Dollars

(\$15,000) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

9. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

13. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

14. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

23. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo	
<u>HHS - Behavioral Health</u>	Department
<u>1360 North Main Street</u>	Address
<u>Bishop, California 93514</u>	City and State

Contractor:	
<u>IDEA Consulting</u>	Name
<u>2108 Alameda Avenue</u>	Address
<u>Davis, California 95616</u>	City and State

24. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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**AGREEMENT BETWEEN COUNTY OF INYO
AND IDEA CONSULTING
FOR THE PROVISION OF CONSULTING SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS _____ DAY OF _____, _____.

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: Nancy M. Callahan PhD
Signature

Print or Type Name

Nancy M Callahan, PhD
Print or Type Name

Dated: _____

Dated: 20 April 2021

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND IDEA CONSULTING
FOR THE PROVISION OF CONSULTING SERVICES**

TERM:

FROM: 7/1/2021 **TO:** 6/30/2022

SCOPE OF WORK:

SERVICES TO BE PERFORMED BY CONTRACTOR:

At the direction of Inyo County Behavioral Health, I.D.E.A. Consulting agrees to provide the following Quality Management (QM), Quality Improvement (QI) and compliance activities:

1. Conduct staff training activities in consultation with staff on a range of topics including Quality Management, documentation, and compliance activities.
2. Assist County Staff in the development and implementation of a compliance plan and related procedures. Provide training to staff on compliance plan components.
3. Provide consultation to County at County request for issues pertaining to Cultural Competence, Health Insurance Portability and Accountability Act, Quality Management, Quality Improvement, compliance and DHCS regulations.
4. Provide consultation and technical assistance as related to other County Mental Health special projects as requested by the local Mental Health Director.
5. Provide consultation and technical assistance as related to other special projects as requested by the local Mental Health Director related to the implementation of the Mental Health Act (MHSA).

On behalf of Inyo County Behavioral Health, I.D.E.A. Consulting agrees to provide services related to the Relias Learning online training program. This training program provides a web-based site for training of the Inyo County Behavioral Health workforce, and includes clinical and CEU courses related to mental health and substance abuse treatment. The Relias Learning program also includes a consumer access site for online courses reference library, and a health-related community resource list.

I.D.E.A. Consulting will fulfill the following activities on behalf of the Inyo County Behavioral Health Department (Department):

1. Provide service pursuant to the Relias Learning Membership Agreement, which includes both the workforce training site and the consumer access site;
2. Develop and maintain an I.D.E.A. Consulting workforce training site through Relias Learning to which the Department will have supervisory and other assigned access;
3. Perform administrative functions for the training site, including adding new content to the site, establishing user demographic fields, and managing the content of the site;
4. Collaborate with Inyo County Behavioral Health to develop appropriate training curricula and materials to best meet the needs of the Department's workforce; and
5. Provide usage reports and other tracking documentation on a regular basis.

The work under this Contract shall be quality and quantity that is acceptable to the County. Contractor is required to enter into a HIPAA Business Associate Agreement incorporated herein as attached.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND IDEA CONSULTING
FOR THE PROVISION OF CONSULTING **SERVICES****

TERM:

FROM: 7/1/2021

TO: 6/30/2022

SCHEDULE OF FEES:

Rate of Payment: Contractor shall be paid \$125.00 (One Hundred Twenty Five Dollars) per hour.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND IDEA CONSULTING
FOR THE PROVISION OF CONSULTING SERVICES**

TERM:

FROM: 7/1/2021 **TO:** 6/30/2022

SEE ATTACHED INSURANCE PROVISIONS

COUNTY OF INYO
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity (“CE”), and I.D.E.A. Consulting, referred to herein as Business Associate (“BA”). This Agreement is effective as of _____, (the “Agreement Effective Date”).

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health (“CIMH”), herein referred to as (“Contract”), some of which may constitute Protected Health Information (“PHI”) defined below.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

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

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

7. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. Effect on Contract

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY

County of Inyo

By: _____

Print Name: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE

IDEA Consulting

By: Nancy M. Callahan PhD

Print Name: Nancy M Callahan, PhD

Title: owner

Date: 20 April 2021

Attachment C: Insurance Requirements for HHS Provider Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, sexual misconduct, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The CGL policy shall contain, or be endorsed to contain, additional insured status as specified as follows.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. May be waived with signed letter on Contractor’s letterhead certifying that no vehicle or mobile equipment will be used in the execution of the agreement.

Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on Contractor’s letterhead certifying that Contractor has no employees.

Professional Liability: Insurance as appropriate to the Contractor’s profession (errors and omissions, medical malpractice, etc.), with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate. Professional liability insurance coverage is normally required if Contractor is provided a professional service regulated by the state; however, other professional contractors, such a computer software designers and claims administration providers, should also have professional liability. Check with Risk Management if PL is required.

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if Contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations

Attachment C: Insurance Requirements for HHS Provider Services

as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Check with Risk Management if CL is required.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Waiver of Subrogation

Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Claims Made Policies (should be applicable only to professional liability)

Attachment C: Insurance Requirements for HHS Provider Services

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-



County of Inyo



Probation

CONSENT - ACTION REQUIRED

MEETING: May 11, 2021

FROM: Jeffrey Thomson

SUBJECT: Healthy Communities of Southern Inyo County Contract FY 2021-2022 for Delinquency Prevention Program

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Healthy Communities of Southern Inyo County for a Delinquency Prevention Program for the period of July 1, 2021 to June 30, 2022 in an amount not to exceed \$31,840.00, contingent upon receipts from the California State Controller's Office and the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The total estimated allocation for FY 2021-2022 is \$53,067. The actual allocation received is contingent upon Legislative authorization and the appropriation of funds. Of the total, 60% is provided to Healthy Communities of Southern Inyo County for a delinquency prevention program, the remaining 40% is provided to the Inyo County Superintendent of Schools for an extended day program.

Healthy Communities provides constructive activities and programs of interest to all community youth, including those "at risk", that build self-esteem, good character and those that enhance job skills. Healthy Communities continues to find creative ways to keep youth from engaging in inappropriate behavior or illegal activities. Monies are only distributed upon receipt from the California State Controller's Office. In return, the Probation Department requires information from Healthy Communities of Southern Inyo County regarding their delinquency prevention programs. This information is used by the Probation Department to complete the annual report that is required by the Board of State and Community Corrections.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The money could be returned to the Board of State and Community Corrections. The Board of Supervisors could refuse to approve the contract and the money would automatically be returned. This is not recommended.

OTHER AGENCY INVOLVEMENT:

Healthy Communities of Southern Inyo County.

FINANCING:

The Revenue and Expenditure will be budgeted in the Fiscal Year 2021-2022 Probation Department Budget Unit 023000, Revenue: State Other Object Code 4489, Expenditure: Professional Services Object Code 5265.

ATTACHMENTS:

1. FY 21-22 Healthy Communities Contract

APPROVALS:

Krystal Leonard	Created/Initiated - 4/28/2021
Darcy Ellis	Approved - 4/28/2021
Krystal Leonard	Approved - 5/3/2021
Marshall Rudolph	Approved - 5/3/2021
Amy Shepherd	Approved - 5/3/2021
Sue Dishion	Approved - 5/4/2021
Aaron Holmberg	Approved - 5/6/2021
Krystal Leonard	Approved - 5/6/2021
Jeffrey Thomson	Final Approval - 5/6/2021

AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY
FOR THE PROVISION OF DELINQUENCY PREVENTION SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Delinquency Prevention services of Healthy Communities of Southern Inyo County of Lone Pine, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Jeffrey L. Thomson or his designee, whose title is: Chief Probation Officer. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2021 to June 30, 2022 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Thirty-one thousand eight hundred forty and no/100***** Dollars

(\$31,840.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

9. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

13. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

14. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

23. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo	
<u>Probation</u>	Department
<u>P.O. Box T</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Healthy Communities of So Inyo County</u>	Name
<u>P.O. Box 627</u>	Address
<u>Lone Pine, CA 93545</u>	City and State

24. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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**AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY**
FOR THE PROVISION OF DELINQUENCY PREVENTION **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 25 DAY OF April, 2021.

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Dated: _____

CONTRACTOR

By:  _____
Signature

Jaque Hickman
Print or Type Name

Dated: 4/25/2021

APPROVED AS TO FORM AND LEGALITY:

County Counsel



APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY FOR THE
PROVISION OF
DELINQUENCY PREVENTION SERVICES**

TERM:

FROM: July 1, 2021 **TO:** June 30, 2022

SCOPE OF WORK:

Healthy Communities of Southern Inyo County ("Contractor") is to maintain a Healthy Communities Program with the goal to increase the number of youth who are served by the Program.

Monies received from the State Controller's office fluctuate yearly due to the fact that monies distributed to the County are based off of Vehicle Licensing Fees collected during a twelve month period. The County realizes that the monies distributed to Healthy Communities may not fully fund a full-time Program Coordinator position and may be used for administrative overhead costs associated directly with Program activities. However, monies are to be used within a twelve (12) month period.

A Healthy Communities Program may include:

A Program Coordinator who creates and schedules Healthy Communities events, supervises program assistants and volunteers in carrying out Healthy Communities events, runs events in the absence of program assistants or volunteers; works with individuals in the community to assess and address needs of youth and adults in the community and enact programs to address those needs; works to increase the number of youths served by Healthy Communities; establishes partnerships with other organizations having the same goals and work with them to better serve the community; maintains Healthy Communities program budget and coordinates program fund raising through donations, grants and other revenue generating activities; acts as liaison to other civic groups to keep them informed of upcoming Healthy Communities activities and coordinates publicity for events; reports to the Healthy Communities Board on all aspects of Healthy Communities programs; and, runs monthly Healthy Communities meetings and keeps meeting minutes.

Administrative overhead costs, such as supplies, utilities bills, etc. which are directly related to the business operation of the Healthy Communities Program.

ATTACHMENT A

SCOPE OF WORK: (CONTINUED)

Distributions of JJCPA funds are **contingent** on the following reporting requirements as follows:

- 1) in order to be in compliance with State mandated reporting requirements, the following information, at a minimum, must be reported to the County by the Contractor:
 - a) Date of Event
 - b) Name of Event, using a consistent name or acronym throughout the reporting fiscal year (July through June)
 - c) Attendee's first and last name.
 - d) Attendee's age, listed in one (1) of three (3) categories: 0-9, 10-19, and 20 and older.
- 2) Healthy Communities is to report the information using an Microsoft Excel spreadsheet, spreadsheet is provided electronically, and each month's report is to be complete, meaning all events that occur in one month are to be included on one spreadsheet, no incomplete or partial months are to be reported.
- 3) It is *preferred* that Healthy Communities *report monthly*, due by the 15th of the following month; however, at the minimum quarterly, due by the 15th of the month following the quarter. The quarters are specified as:
 - a) Quarter 1 (July, August, September)
 - b) Quarter 2 (October, November, December)
 - c) Quarter 3 (January, February, March)
 - d) Quarter 4 (April, May, June)

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY
FOR THE PROVISION OF DELINQUENCY PREVENTION SERVICES**

TERM:

FROM: JULY 1, 2021 **TO:** JUNE 30, 2022

SCHEDULE OF FEES:

Notwithstanding paragraph 3.E., the County may pay the Contractor on a quarterly basis for the performance of work and in accordance with the report information schedule as described in Attachment A, contingent upon receipts from the California State Controller ' s Office. The estimated annual receipt is thirty-one thousand eight hundred forty and No/100 Dollars (\$31,840.00), an estimate based entirely on the forecasting of Vehicle License Fee (VLF) revenues.

Contractor shall use the funding to maintain a Healthy Communities Program with the goal to increase the number of youth who are served by the Program including but not limited to funding a part-time Program Coordinator position and administrative overhead costs directly related to Program activities. Monies received in accordance with this contract shall be used within the twelve (12) months of the contract period for the Contractor to qualify for the full funding of the estimated thirty-one thousand eight hundred forty and No/100 Dollars (\$31,840.00).

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY
FOR THE PROVISION OF DELINQUENCY PREVENTION SERVICES**

TERM:

FROM: JULY 1, 2021 **TO:** JUNE 30, 2022

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



County of Inyo



Probation

CONSENT - ACTION REQUIRED

MEETING: May 11, 2021

FROM: Jeffrey Thomson

SUBJECT: Inyo County Superintendent of Schools Contract FY 2021-2022 for an Extended Day Program

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Inyo County Office of Education for an Extended Day Program for the period of July 1, 2021 to June 30, 2022 in an amount not to exceed \$21,227.00, contingent upon receipts from the California State Controller's Office and the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The total estimated allocation for FY 2021-2022 is \$53,067. The actual allocation received is contingent upon Legislative authorization and the appropriation of funds. Of the total, 40% is provided to the Inyo County Superintendent of Schools for an extended day program, the remaining 60% is provided to Healthy Communities of Southern Inyo County for a delinquency prevention program.

Funds from the Juvenile Justice Crime Prevention Act will assist the County Community School in providing an extended day for the students to include behavioral, vocational and social skills training. Monies are only distributed upon receipt from the California State Controller's Office. In return, the Probation Department requires information from the Inyo County Superintendent of Schools regarding their use of funds as stated in the scope of work of the contract. This information is used by the Probation Department to complete the annual report that is required by the Board of State and Community Corrections.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The money could be returned to the Board of State and Community Corrections. The Board of Supervisors could refuse to approve the contract and the money would automatically be returned. This is not recommended.

OTHER AGENCY INVOLVEMENT:

Inyo County Superintendent of Schools.

FINANCING:

The Revenue and Expenditure will be budgeted in the Fiscal Year 2021-2022 Probation Department Budget Unit 023000, Revenue: State Other Object Code 4489, Expenditure: Professional Services Object Code 5265.

ATTACHMENTS:

1. FY 21-22 Office of Education Contract

APPROVALS:

Krystal Leonard	Created/Initiated - 4/28/2021
Darcy Ellis	Approved - 4/28/2021
Krystal Leonard	Approved - 5/3/2021
Marshall Rudolph	Approved - 5/3/2021
Amy Shepherd	Approved - 5/3/2021
Sue Dishion	Approved - 5/4/2021
Aaron Holmberg	Approved - 5/5/2021
Krystal Leonard	Approved - 5/6/2021
Jeffrey Thomson	Final Approval - 5/6/2021

AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF EXTENDED DAY PROGRAM SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Extended Day Program services of Inyo County Office of Education of Independence, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Jeffrey L. Thomson or his designee, whose title is: Chief Probation Officer. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2021 to June 30, 2022 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Twenty-one thousand two hundred twenty-seven and no/100***** Dollars

(\$21,227.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

9. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

13. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

14. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

23. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo	
<u>Probation</u>	Department
<u>P.O. Box T</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Inyo County Office of Education</u>	Name
<u>P.O. Box G</u>	Address
<u>Independence, CA 93526</u>	City and State

24. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF EXTENDED DAY PROGRAM SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS _____ DAY OF _____, _____

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Dated: _____

CONTRACTOR

By: 
Signature

Barry D Simpson
Print or Type Name

Dated: 5/4/21

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF EXTENDED DAY PROGRAM **SERVICES****

TERM:

FROM: JULY 1, 2021 **TO:** JUNE 30, 2022

SCOPE OF WORK:

Vocational Education – Extending the School Day

The Juvenile Justice Grant allows JKBS to have a full school day for at-risk students. The grant helps to fund instructors to teach a variety of elective/vocational classes and to provide additional one-on-one academic support during the afternoons.

Edgenuity/MAP Testing

Edgenuity is an online curriculum program that allows JKBS to offer a wider variety of courses to students. Most of the students who come to JKBS are credit deficient, by integrating Edgenuity into our regular curriculum; we are better able to meet the academic needs of the students.

MAP stands for Measures of Academic Progress. MAP is an online assessment that is aligned to the Common Core standards. These computerized tests are adaptive and offered in Reading, Language Usage, Science, and Mathematics. MAP assessments are given three times throughout the school year; the students are placed in " booster courses " in Reading and math in Edgenuity based on the testing results. This is proving invaluable in providing our students individualized extra support in core academic areas.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF EXTENDED DAY PROGRAM SERVICES**

TERM:

FROM: JULY 1, 2021 **TO:** JUNE 30, 2022

SCHEDULE OF FEES:

Notwithstanding paragraph 3.E., the County shall pay the Contractor on a quarterly basis, for the performance of work described in Attachment A, contingent upon receipts from the California State Controller ' s Office. The estimated annual receipt is Twenty-one Thousand Two Hundred Twenty-seven and No/100 Dollars (\$21,227.00), an estimate based entirely on the forecasting of Vehicle License Fee (VLF) revenues.

At the end of the contract period, the Contractor shall report to County the number of months during the contract period during which the Extended Day Program operated. The program shall have operated for six (6) months of the contract period for Contractor to qualify for the full/estimated annual Twenty-one Thousand Two Hundred Twenty-seven and No/100 Dollars (\$21,227.00) fee. If the program does not operate for six (6) months during the contract period, Contractor shall reimburse County in proportion of the six (6) month period during which the Extended Day Program did not operate.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF EXTENDED DAY PROGRAM SERVICES**

TERM:

FROM: JULY 1, 2021 **TO:** JUNE 30, 2022

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: May 11, 2021

FROM: Sally Faircloth

SUBJECT: Approve blanket purchase order spending authority for Public Works for the 20/21 Fiscal year payable to Grainger of Palatine, IL.

RECOMMENDED ACTION:

Request Board authorize issuance of a blanket purchase order for Fiscal Year 2020-2021 in an amount not to exceed \$25,000, payable to Grainger of Palatine, IL for the purchase of equipment and service items.

SUMMARY/JUSTIFICATION:

Public Works is a large department operating off of multiple budgets. According to the Inyo County Purchasing and Contracting Policy and Procedure Manual Section II, it states when the same vendor is used repetitively for similar service, the requesting department may be required to initiate a blanket purchase order. Public Works is requesting Board approval of the above blanket purchase order not-to-exceed amount of \$25,000, for the purchase of products and services for multiple budgets. This request is necessary for purchase of maintenance repair items, general operating expenses for county facilities and equipment for county vehicles.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On July 7, 2020, your board approved blanket purchase orders and spending authority for multiple vendors. Grainger was not on that list of vendors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to approve the blanket purchase order. However, this is not recommended as some of the items have been purchased and the others may need to be purchased for an emergency.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor's Office

FINANCING:

These invoices will be paid from multiple budgets, and object codes within our department budget authority. There is sufficient budget split between all Public Works divisions to make these payments.

ATTACHMENTS:

APPROVALS:

Sally Faircloth	Created/Initiated - 4/28/2021
Darcy Ellis	Approved - 4/28/2021
Sally Faircloth	Approved - 4/28/2021
Michael Errante	Approved - 4/29/2021
Breanne Nelums	Approved - 4/29/2021
Marshall Rudolph	Approved - 4/29/2021
Amy Shepherd	Approved - 4/29/2021
Michael Errante	Final Approval - 4/29/2021



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: May 11, 2021

FROM: Jared Sparks

SUBJECT: Award bid to LC Action Police Supply and authorize the purchase of Glock firearms.

RECOMMENDED ACTION:

Request Board: A) declare LC Action Police Supply of San Jose, CA the successful bidder for thirty-three (33) Glock pistols per Bid No. 2021-05; and B) authorize the purchase of thirty-three (33) Glock pistols from LC Action Police Supply of San Jose, CA in an amount not to exceed \$15,242.82.

SUMMARY/JUSTIFICATION:

The Sheriff's Office is in need of replacing our issued Glock duty pistols. Our current fleet of Glock pistols average about 20 years of time in service which far exceeds industry standards for replacement.

Your Board previously approved this project in the 20/21 fiscal budget in the amount of \$15,360.00.

We received two bids for this project. They were both the exact amount: \$15,242.82 from LC Action Police Supply and ProForce. We have used both vendors in the past with great success. ProForce has been awarded numerous unrelated purchases in recent past by the County. LC Action has not been awarded any business from the County in a few years. As such, I am requesting your Board: A) award the bid to LC Action Police Supply and authorize the purchase of thirty-three (33) Glock pistols per Bid No. 2021-05; and B) authorize the purchase of thirty-three (33) Glock pistols from LC Action Police Supply of San Jose, CA in an amount not to exceed \$15,242.82.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize the purchase and put off the replacement of duty pistols for another year. This option is not recommended as our current fleet of Glock pistols have reached the end of their service life and would need numerous replacement parts to keep them reliable.

OTHER AGENCY INVOLVEMENT:

Purchasing
Auditors Office
County Counsel

FINANCING:

This purchase will be made from the Sheriff's General 022700, in the Personal and Safety Equipment object code (5112).

ATTACHMENTS:

1. 2021-05 Bid Tab
2. LC Action Police Bid - 2021-05
3. ProForce Bid - 2021-05

APPROVALS:

Jared Sparks	Created/Initiated - 4/29/2021
Darcy Ellis	Approved - 4/29/2021
Jared Sparks	Approved - 5/6/2021
Marshall Rudolph	Approved - 5/6/2021
Amy Shepherd	Approved - 5/6/2021
Jeffrey Hollowell	Final Approval - 5/6/2021

COUNTY OF INYO BID TABULATION

Project Title & Bid No. 2021-05 Glock Handguns

Bid Opening Date: May 5, 2021

Location: County Admin Center

	BIDDER NAME	Bid Total
1.	LC Action Police Supply	\$15,242.82
2.	ProForce Law Enforcement	\$15,242.82
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Opened By: Darvy Ellis

Present: Monica Tinlin



COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES
TO BE DELIVERED TO:

INYO COUNTY – SHERIFF'S DEPARTMENT
550 SOUTH CLAY STREET
INDEPENDENCE, CA 93526

BILLING ADDRESS:

INYO COUNTY – SHERIFF'S DEPARTMENT
P.O. BOX 456
INDEPENDENCE, CA 93526

RETURN BIDS TO:

INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
P.O. DRAWER N
224 NORTH EDWARDS STREET
INDEPENDENCE, CA 93526

BID OPENING:

DATE: Wednesday, May 5, 2021 TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.
MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.
IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.
Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.

BID NO. 2021-05

- 13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS/HER BID:

DATED AT San Jose, CA (CITY & STATE)


April 22, 2021

CASH DISCOUNT TERMS 0% NET 45

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY LC ACTION POLICE SUPPLY

NAME OF COMPANY REPRESENTATIVE (PRINTED) Stacy Moore

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS 10880 N 1st St

CITY AND STATE San Jose CA 95112

PHONE NUMBER 408 294 2677

FAX NUMBER 408 294 1044



LC ACTION POLICE SUPPLY
 1088 N 1ST STREET
 SAN JOSE CA 95112
 Tel: 408-294-2677 / Fax 408-294-6444
 Email: Stacy@LCAction.com

Quotation

Date: April 22, 2021

State of CA SBE Certification # 1017260

To:
 COUNTY OF INYO - BOARD CLERK
 COUNTY ADMINISTRATIVE CENTER
 BID NO. 2021-05
 DUE- WEDNESDAY, MAY 5, 2021 B 3:30pm (PDT)

QUOTE VALID FOR 90 days

CUST #	QUOTED BY	EST. DELIVERY	F.O.B.	TERMS
	Stacy Moore	<i>60-90 days</i>		NET 45

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
10	G45 MOS GEN5 FIXED 9MM PISTOL PA455S202MOS GLOCK 17RD 5.5LB	429.00	4,290.00
10	G17 MOS GEN5 FIXED 9MM PISTOL PA175S202MOS GLOCK 17RD 5.5LB	429.00	4,290.00
10	G19 MOS GEN5 FIXED 9MM PISTOL PA195S202MOS GLOCK 15RD 5.5LB	429.00	4,290.00
3	G48 MOS AMGLO PA4850302FRMOSAB GLOCK PISTOL 9MM 4" BLK W/RAIL	425.49	1,276.47
			0.00
	<i>Bidding as specified on all line items</i>		0.00
	<i>EXACT items</i>		0.00
			0.00
			0.00



This bid was received on April 26
 2021 at 12 p.m.
 ATTEST: Clint Quilter, Administrative Officer
 and Clerk of the Board Inyo County, California
 By: *[Signature]* Assistant

SUBTOTAL	14,146.47
SALES TAX RATE %	7.750 %
SALES TAX	1,096.35
SHIPPING	<i>0</i>
TOTAL DUE	\$15,242.82

[Signature]
 Stacy Moore
 Inside Sales Rep

LC Action Police Supply

- TEN (10) – GLOCK MODEL G45 MOS 9MM PISTOL W/FIXED SIGHTS AND THREE (3) 17RD. MAGAZINES PER PISTOL
- TEN (10) – GLOCK MODEL G17 GEN5 MOS 9MM PISTOL W/FIXED SIGHTS AND THREE (3) 17RD. MAGAZINES PER PISTOL
- TEN (10) – GLOCK MODEL G19 GEN5 MOS 9 MM PISTOL W/FIXED SIGHTS AND THREE (3) 15RD. MAGAZINES PER PISTOL
- THREE (3) – GLOCK MODEL G48 MOS 9 MM PISTOL W/AMGLO BOLD NIGHT SIGHT AND TWO (2) 10RD. MAGAZINES PER PISTOL

For questions regarding specifications, please contact Jared Sparks at (760) 878-0325 or jsparks@inyocounty.us.

[Faint, illegible text, possibly a stamp or watermark]

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.

Subtotal	<u>14,146.47</u>
Sales Tax (7.75%)	<u>1096.35</u>
Shipping Charge	<u>0</u>
Total	<u>15,242.82</u>

Delivery will be made in 60-90 days after receipt of order.

Bid prices will remain valid and in effect through 60 days

Indicate any exception to the bid:

N/A

LC Action Police Supply
1088 North 1st Street
San Jose, CA 95112
PH (408) 294-2677 FAX (408) 294-6444
email: sales@lcaction.com



ADMINISTRATOR'S OFFICE COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0292 • FAX (760) 878-0456
CLINT QUILTER, COUNTY ADMINISTRATIVE OFFICER
e-mail: cquilter@inyocounty.us



DATE: April 20, 2021
TO: Prospective Vendor
FROM: Denelle Carrington, Inyo County Purchasing Department
RE: Bid No. 2021-05 – Glock Handguns
DUE DATE: Wednesday, May 05, 2021 by 3:30 p.m. (PST)

Please find enclosed a bid packet for your review. If your company would like to participate, please complete the enclosed Instructions & Conditions form and return in the enclosed envelope by the specified date. No faxes or emails will be accepted.

For questions about the specifications, please contact Jared Sparks at 760-878-0325 or jsparks@inyocounty.us

After the Board of Supervisors awards bid, vendor will be notified of successful bid by mail or email if provided.

COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES
TO BE DELIVERED TO:INYO COUNTY – SHERIFF'S DEPARTMENT
550 SOUTH CLAY STREET
INDEPENDENCE, CA 93526

BILLING ADDRESS;

INYO COUNTY – SHERIFF'S DEPARTMENT
P.O. BOX 456
INDEPENDENCE, CA 93526

RETURN BIDS TO:

INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
P.O. DRAWER N
224 NORTH EDWARDS STREET
INDEPENDENCE, CA 93526**BID OPENING: DATE: Wednesday, May 5, 2021 TIME: 3:30 P.M. (PDT)**

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.
MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.
IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.
Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
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6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.

- 13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS/HER BID:

DATED AT Prescott, Arizona _____(CITY & STATE)


April 29th _____, 2021

CASH DISCOUNT TERMS 0%/Net 30

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY: Proforce Law Enforcement

NAME OF COMPANY REPRESENTATIVE (PRINTED): Dan Rooney

COMPANY REPRESENTATIVE SIGNATURE: 

STREET ADDRESS: 2625 Stearman Rd.

CITY AND STATE: Prescott, Arizona

PHONE NUMBER: 928-776-7192

FAX NUMBER: 928-445-3468

- TEN (10) – GLOCK MODEL G45 MOS 9MM PISTOL W/FIXED SIGHTS AND THREE (3) 17RD. MAGAZINES PER PISTOL
- TEN (10) – GLOCK MODEL G17 GEN5 MOS 9MM PISTOL W/FIXED SIGHTS AND THREE (3) 17RD. MAGAZINES PER PISTOL
- TEN (10) – GLOCK MODEL G19 GEN5 MOS 9 MM PISTOL W/FIXED SIGHTS AND THREE (3) 15RD. MAGAZINES PER PISTOL
- THREE (3) – GLOCK MODEL G48 MOS 9 MM PISTOL W/AMGLO BOLD NIGHT SIGHT AND TWO (2) 10RD. MAGAZINES PER PISTOL

For questions regarding specifications, please contact Jared Sparks at (760) 878-0325 or jsparks@inyocounty.us.

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.

Subtotal	<u>\$14,146.47</u>
Sales Tax (7.75%)	<u>\$1,096.35</u>
Shipping Charge	<u>\$0.00</u>
Total	<u>\$15,242.82</u>

Delivery will be made in 120 _____ days after receipt of order.

Bid prices will remain valid and in effect through 12/31/2021 _____

Indicate any exception to the bid:

None



This bid was received on May 5
 20 21 at 11:11 a.m.
 ATTEST: Clint Quilter, Administrative Officer
 and Clerk of the Board Inyo County, California
 By [Signature] Assistant



County of Inyo



County Administrator - Emergency Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: May 11, 2021

FROM: Kelley Williams

SUBJECT: Two Letters of Support for the Cal FIRE - Fire Prevention Planning and Education Grants

RECOMMENDED ACTION:

Request Board: A) Review and provide input for the letters of support for two separate CalFire-Fire Prevention Grant Applications submitted by the Whitebark Institute on behalf of the Regional Forest and Fire Capacity Program East Subregion; and B) authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The Eastern California Water Association received a Sierra Nevada Conservancy (SNC) grant through the Regional Forest and Fire Capacity Program (RFFCP). The key goals of the RFFCP was to restore health and resilience to ecosystems at the regional scale for multiple benefits, including climate adaptations, and increase regional capacity to prioritize, develop, and implement landscape-level ecosystem health and wildfire resiliency projects that have broad support from stakeholders in the region.

Through the RFFCP, agencies and organizations from the three counties, (Inyo, Mono and Alpine) identified as the East Subregion, have been meeting regularly to collaborate and identify projects within their own jurisdictions, as well as identify "like" projects that can be addressed at a regional level.

As a result of the collaborative discussions between the RFFCP East Subregion stakeholders, 2 (two) Cal FIRE - Fire Prevention Grant applications, under two different categories, will be submitted on behalf of the RFFCP, by the non-profit agency Whitebark Institute (as the grant administrator and fiscal agent).

The Cal FIRE - Fire Prevention (education grant application) will support the project titled "Wildfire Prevention in the Eastern Sierra: Visitor Education and Outreach". The scope of this project will be a comprehensive region-wide education and outreach campaign focused on visitors and fire prevention. This will include printed materials, in-person outreach, social media, a website and more.

The Cal FIRE - Fire Prevention (planning grant application) will support the project titled "Enhancing Community Wildfire Protection Plans in Inyo County". The scope of this project includes the development of community wildfire protection plans submitted by the Inyo County communities of Independence and 40 Acres. Both of these communities have recently formed their own local Fire Safe Council and they are motivated to begin to work on identifying high risk projects within their small communities.

As the State of California moves into the assumption that this upcoming year will be another potentially dangerous wildfire season, it is important that the County acknowledges the hard work and dedication that many of the small local communities are putting into wildfire mitigation education and vegetation management activities.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve a letter in support of the Cal Fire - Fire Prevention Grants submitted on behalf of the RFFCP, by the Whitebark Institute. This option is not recommended. The RFFCP has held several stakeholder meetings to review and identify regional projects to be considered as viable for the Cal Fire - Fire Prevention Grants. Those stakeholders that were interested in submitting an application on behalf of their agency or community Fire Safe Council, agreed to do so through the Whitebark Institute, at a regional level approach, rather than compete against each other for the same funds. Approving these letters of support will show the County's continued support of the collaborative efforts of many agencies and communities throughout the region, in addressing wildfire preparedness and awareness.

OTHER AGENCY INVOLVEMENT:

Regional Forest and Fire Capacity Program, Cal Fire, USFS, BLM, LADWP, California Fire Safe Councils, local Fire Safe Councils, Mono County, Alpine County, Whitebark Institute, City of Bishop, Town of Mammoth Lakes, local Tribes, Inyo OES.

FINANCING:

There are no County of Inyo fiscal obligations associated with signing these letters of support. The Whitebark Institute will be the fiscal agent and grant administrator for the Cal FIRE Fire Prevention - Education and Planning Grants and the projects identified within the application..

ATTACHMENTS:

1. CALFIRE Whitebark Education - Support Letter
2. CALFIRE Whitebark Planning - Support Letter

APPROVALS:

Kelley Williams	Created/Initiated - 4/20/2021
Darcy Ellis	Approved - 4/20/2021
Kelley Williams	Approved - 5/4/2021
Marshall Rudolph	Approved - 5/4/2021
Amy Shepherd	Approved - 5/5/2021
Sue Dishion	Approved - 5/5/2021
Clint Quilter	Final Approval - 5/5/2021

<insert date here>

<insert letterhead here>

David Haas
Regional Forester
CAL FIRE
3800 North Sierra Way
San Bernardino, CA 92405
david.haas@fire.ca.gov

Dear Mr. Haas:

Please accept this letter on behalf of the Inyo County Board of Supervisors, as a sign of the County's continued support and commitment towards being proactive in raising awareness around the potential dangers and devastation surrounding wildfire.

Inyo County supports the "Wildfire Prevention in the Eastern Sierra: Visitor Education and Outreach" project that is written into the Cal FIRE-Fire Prevention Education Grant Application, submitted by the Whitebark Institute on behalf of the East Subregion Regional Forest and Fire Capacity Program (RFFCP).

The region wide stakeholder collaboration that occurred to develop this grant application project, shows the importance and urgency by all, in getting critical cohesive information and education out to the large amount of visitors that come to recreate in the Eastern Sierra every year.

The Eastern Sierra region is a year-round tourist destination, supporting rural communities via a robust recreation and tourism economy. In recent years, and particularly during the pandemic, visitation to the Eastern Sierra has grown immensely. Visitation in Inyo, Mono, and Alpine Counties – the areas covered by this proposal – tops four million people per year.

Dispersed camping is a particular concern for local communities as many of these campers are inexperienced and new to the activity and are unaware of the potential disastrous implications of unattended campfires. Because of their small size and proximity to open space, all communities in the Eastern Sierra are in the wildland-urban interface. The highest concentrations of dispersed campers are within two miles of communities. Although there is not a region-wide estimate of how many people participate in dispersed camping, in Inyo County's Alabama Hills alone, there were 100,000 dispersed campers in 2019. The recent Inyo County Onion Fire (April 2021), which was sparked by a campfire west of Independence, served as a stark reminder of the potential detrimental impacts high rates of visitation and dispersed camping can have on our region.

The capacity assessment undertaken by the RFFCP in 2020 found that, among the stakeholders interviewed, fire prevention education targeted at visitors was the top priority. If funded, this proposal would launch a region wide comprehensive visitor education and outreach campaign focused on fire prevention and dispersed camping etiquette. We believe that such education could play an important role in reducing the risk of wildfires to our communities.

Thank you for your consideration of this proposal.

Sincerely,

<Name>

<Organization>

<Contact Info>

<Date>

<insert letterhead here>

David Haas
Regional Forester
CAL FIRE
3800 North Sierra Way
San Bernardino, CA 92405
david.haas@fire.ca.gov

Dear Mr. Haas:

Please accept this letter on behalf of the Inyo County Board of Supervisors as indication of the County's support for the "Enhancing Community Wildfire Protection Plans in Inyo County" project. This project, which is written into the Cal FIRE-Fire Prevention Planning Grant Application, will be submitted by the Whitebark Institute on behalf of the East Subregion Regional Forest and Fire Capacity Program (RFFCP).

Supporting small communities as they develop plans for wildfire safety at their community level is an important step toward wildfire resiliency in the eastern Sierra Nevada.

Although the wildfire threat in the forests of the Eastern Sierra region usually draws most of the attention, fires in shrublands and woodlands have been more damaging to communities in recent years. Because of their small size and proximity to open space, all communities in the Eastern Sierra are by definition identified as within the wildland-urban interface (WUI). The 2015 Round Fire and 2020 Mountain View Fire (both in Mono County) leveled homes and displaced hundreds of people. Both of these were wind driven fires that rapidly spread through the valley, quickly engulfing shrubs and small trees.

In light of these events, more communities in the Eastern Sierra have recognized the need for community-level planning and prevention.

This proposal, if funded, would support the development of local community wildfire protection plans (CWPPs) in two Inyo County communities: Independence and 40 Acres. These communities have recently formed fire safe councils and are motivated to protect themselves against the potentially devastating impacts of wildfire. These local fire safe councils are led by dedicated groups of volunteers who coordinate the effort to create new organizations, find grant funding, and promote events in the communities. The CWPPs would shed light on the vulnerabilities of the communities to wildfire and would also identify activities and projects that could be implemented to protect homes and lives. This level of planning at the local community level also allows more flexibility when identifying and targeting specific risks within and around their communities, as well as open the door for additional grant funding opportunities.

Thank you for your consideration of this proposal.

Sincerely,

<Name>

<Organization>

<Contact Info >



County of Inyo



County Administrator - Personnel DEPARTMENTAL - ACTION REQUIRED

MEETING: May 11, 2021

FROM: Sue Dishion

SUBJECT: Adoption of Inyo County Probation Peace Officers Association MOU

RECOMMENDED ACTION:

Request Board ratify and approve the April 1, 2021 through March 31, 2024 Inyo County Probation Peace Officers Association Memorandum of Understanding and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Your Board has given direction regarding negotiations on the current contract with the Inyo County Probation Peace Officers Association. At this time, negotiations have concluded successfully with all parties agreeing on the Memorandum of Understanding.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the MOU and direct staff to re-negotiate the terms with ICPPOA.

OTHER AGENCY INVOLVEMENT:

Personnel Department
County Counsel
Inyo County Probation Peace Officers Association

FINANCING:

The increased expenditures will be absorbed in the affected Budget each Fiscal Year.

ATTACHMENTS:

1. ICPPOA Memorandum of Understanding 2021-2024

APPROVALS:

Denelle Carrington

Created/Initiated - 4/19/2021

Darcy Ellis
Sue Dishion
Marshall Rudolph
Amy Shepherd

Approved - 4/19/2021
Approved - 5/4/2021
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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF INYO
AND
THE INYO COUNTY PROBATION PEACE OFFICERS ASSOCIATION
April 1, 2021 - March 31, 2024**

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ARTICLE 1. RECOGNITION

The County of Inyo (hereinafter called the "County") has recognized the Inyo County Probation Peace Officers Association (hereinafter called the "Association") as the formally recognized employee organization of bargaining unit employees for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code section 3500, *et seq.* This Agreement applies to all employees in the Association bargaining unit.

The County recognizes the Association represents the following classifications under this MOU:

Deputy Probation Officers (I, II, III)
Rehabilitation Specialists
Senior Rehabilitation Specialists
Senior Rehabilitation Specialists II
Community Services Officers

ARTICLE 2. EFFECT OF PRIOR MEMORANDA OF UNDERSTANDING AND RESOLUTIONS

This Agreement supersedes all prior Memoranda of Understanding between the County and the Association, and Resolutions approving such prior Memoranda of Understanding.

ARTICLE 3. NON-DISCRIMINATION

Section 1. The County will recognize and will protect the rights of all employees hereby to join and/or participate in protected Association activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

Section 2. The County and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation. The County and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement to be in compliance with state or federal anti-discrimination laws.

Section 3. Whenever the masculine gender is used in this Agreement, it shall be understood to include the feminine gender.

ARTICLE 4. WORKDAY AND WORKWEEK

The work week begins at 0001 hours each Thursday and ends at 2400 hours the following Wednesday (one minute after 12 midnight Thursday through 12 midnight on Wednesday).

- a. Full time permanent employees on either a seven or eight hour daily work schedule will work five consecutive days, with two consecutive days off.
- b. Full time permanent employees on a four day, ten hour per day work schedule will work four consecutive days with three consecutive days off.

- c. The County Administrator may in his/her discretion based upon recommendation from a Department Head change work hours and/or work shifts on a temporary basis in such department or work unit thereof.

ARTICLE 5. OVERTIME AND COMPENSATORY TIME - FULL TIME PERMANENT

The County will comply with the Fair Labor Standards Act (FLSA) and shall compensate all full time nonexempt employees at the pay rate of time and one-half for all overtime hours worked. Time and one-half compensation shall be paid after 35 hours for those non-exempt full-time employees scheduled on a 35 hour work week. Time and one-half compensation will be paid after 40 hours for those full time non-exempt employees scheduled on a 40 hour work week. Non-exempt full time employees covered by this Agreement shall be compensated for authorized overtime at the rate of one and one-half (1-1/2) times his or her equivalent hourly rate of pay, when approved in advance by the department head.

- a. All overtime must be scheduled with the employee in advance, except in the case of an emergency or when reasonable, unforeseeable operational needs prohibit advance notice.
- b. Overtime may be converted to compensatory time off at the rate of time and one-half (1-1/2). The compensatory time may be banked as provided in paragraph e. below. The conversion of overtime shall be at the option of the employee. Overtime shall be paid in accordance with current procedures unless an employee requests compensatory time.
- c. Attachment "A" to this Agreement is a list of those positions exempt from overtime and compensatory time under FLSA. Positions on this list may be added to or deleted from in accordance with the definitions of the FLSA. If issues of dispute arise between the County and Association, a letter ruling will be sought from the U.S. Department of Labor, which administers FLSA, to determine if the position meets the appropriate criteria for inclusion or exclusion from the list.
- d. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* "Hours worked" does not include time for which persons are compensated, but do not actually work.

County will allow non-exempt full time employees to carry 120 hours of compensatory time on the books. Compensatory time will be placed on the books at the rate of one and one-half (1 1/2) hours for each approved overtime worked. When an employee leaves employment, any compensatory time remaining on the books will be paid at the employee's hourly rate. On two (2) occasions (December and July: First full pay period) an employee may elect to convert compensatory time into a cash payment, at the rate of pay, including retention incentive pay, up to a total of forty (40) hours of accrued compensatory time in a calendar year. (Example: member elects to covert thirty (30) hours in July; member can only convert ten (10) in December.)

See Appendix B for guidelines of cash in lieu of.

ARTICLE 6. STANDBY AND CALL-OUT COMPENSATION

- a. Stand-by Compensation. Employees requested by the department head to serve in an after-hours response capacity will receive \$ 75.00 for performing standby duties on each regularly

scheduled day and \$120.00 for performing stand-by duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Article 19 of this Agreement.

- b. Call-Out Compensation. Those employees who are eligible for overtime compensation and have ended their workday and have left their place of employment, but who have been requested to perform duties after normal working hours, will be compensated at the rate of time and one-half. If the time worked is less than two hours, the employee will receive two hours compensation minimum at the rate of time and one-half. Provided, however, if the employee is not required to leave the location at which he/she would otherwise remain (e.g. the employee takes a call at home, and/or makes calls from home) then the employee will receive time and one-half for the actual hours (calculated in 15 minute increments) worked. If the time worked is more than two hours, the employee will receive time and one-half for the actual hours or portions thereof worked.

These call-out provisions will apply to no more than two call-out instances per 12-hour period. Any call-out instance after the first two in a 12-hour period will be paid at normal overtime rates.

- c. An employee will be deemed to be on telephone standby if the employee's department head informs the employee that the employee may be subject to being called out during a certain period. A department cannot avoid payment under this Article by informing an employee he or she may be needed, but not formally placing the employee on standby.

ARTICLE 7. SALARIES

- a. Salary Increases: The salaries for employees represented by ICPPOA shall be increased from those set forth in Attachment B as follows:

Salaries for employees represented by ICPPOA shall be paid in accordance with Attachment A. COLA's will be determined by a 12-month period from the Riverside-San Bernardino-Ontario Consumer Price Index (CPI).

Effective 2021 the first pay period of July and each year after, members shall receive a COLA determined by the March to March CPI-W for Riverside-San Bernardino-Ontario, with a minimum of 0% to no more than 4%.

- b. Longevity Pay: The County will provide the following longevity increases after ten (10) years of consecutive service:

- 10 years – 2%
- 15 years – 2%
- 20 years – 2%
- 25 years – 2%

These increases will be based on employee start date. If the employee starts on the first through fifteenth of the month, the increase will begin the first of that month. If employee starts on the sixteenth through the thirty-first of the month, the increase will begin the first of the following month.

- c. Shift Differential: Employees working swing shifts (full shifts worked between 3:00 p.m. and 12:00 midnight) shall receive a shift differential of 2%. Those working graveyard shifts (full shifts worked between 12:00 a.m. and 8:00 a.m.) shall receive a shift differential of 4%.
- d. Transport Pay: Any employee whose shift is adjusted or changed to accommodate the County with a transport shall be paid an additional \$50.00 stipend for each transport. Employees who are working their regularly scheduled shift and complete a transport which takes them beyond their scheduled time off would not qualify for this stipend, however, they would be paid overtime consistent with Article 5.
- e. Bi-Weekly Pay Period: Employees covered by this Agreement shall be paid bi-weekly (every other Friday)

ARTICLE 8. PART-TIME BENEFITS

Section 1. The County will provide the following benefits at the following levels for the following classifications of part-time employees:

- a. Part-time, Non-benefited, Merit System Employees:
 - (1) Defined as employees working between 1 to 19.99 hours per week;
 - (2) Hired through County recruitment process;
 - (3) Appeal rights under Article XII, Disciplinary Actions and Appeals Procedures, of the Personnel Rules, shall be limited to an appeal to the County Administrative Officer, whose decision shall be final and binding; such employees shall not be entitled to appeal any disciplinary matters to the Hearing Officer or any other higher authority.
 - (4) Any hours worked in excess of 40 during the two week pay period will be paid at time and one-half.
 - (5) Such employees shall not receive any benefits, including but not limited to those benefits provided for in Articles 9, 10, 11, 16, 17, 18, or 20 of this Agreement or any other insurance, leave, or other benefits provided by the County to any other employees.
- b. Part-time, Benefited, No PERS Retirement, Merit System Employees:
 - (1) Defined as employees working between 20 to 29.00 hours per week;
 - (2) Employees hired through the County Recruitment process;
 - (3) Merit System employees with full appellate rights under the Personnel Rules;
 - (4) Employees shall be hourly employees and shall not receive any benefits provided for in Article 20 (PERS retirement benefits);
 - (5) Employees shall receive the following benefits:
 - a. The County will pay eighty percent (80%) contribution of the premium for employee only health benefits. (Employee has the option to purchase, at their own cost, dependent coverage).

- b. Employees shall receive prorated vacation (Article 17 hereof and Personnel Rule 813) and sick leave (Article 16 hereof and Personnel Rule 814). Proration shall be determined by the number of hours worked by the employees.
 - c. Any hours worked in excess of 60 during the two-week pay period, will be paid at time and one-half.
 - d. Employee moving from part-time status to full time status will be allowed portability of vacation and sick accruals based on the prorated budgeted position.
 - e. Employees shall be entitled to participate in the County Flexible Benefit Program, provided for in Article 10, herein.
 - f. Employees shall be entitled to participate in the County Deferred Compensation programs, provided for in Article 12, herein.
 - g. Except as specifically provided in sections (a) through (f) above, these employees shall receive no other benefits provided by the County to its other employees, including but not limited to any other insurance, leave or other benefits provided by the County to any other employees.
- c. Part-time, Prorated Benefits, Merit System Employees:
- (1) Defined as employees working between 30 to 39.99 hours per week, as determined by the Personnel Rules and Article 4, herein;
 - (2) Employees hired through County recruitment process and merit system employees;
 - (3) Employees will have fully paid health insurance as provided by the County to full time career employees;
 - (4) Employees will have prorated dental, vision, leave and retirement benefits. Proration will be determined by the number of hours worked by the employee;
 - (5) A non-exempt employees will be paid overtime and eligible for compensatory time for all hours worked in excess of 40 hours per week. Overtime payments and compensatory time will be provided in Article 5.

Section 2. The benefits and status provided to the employee classifications defined in Section 1, above, are subject to the following:

- a. The following are excluded from the above classifications and, therefore, not entitled to any benefits or status provided for in Section 1: Seasonal employees, temporary reserve officers, contract employees, GAIN, TANF (Welfare to Work), Title V or other workers placed through state or federal programs;
- b. In the event PERS reverses its current position concerning the validity of the County's hourly exclusion in its PERS contract, the County and Association shall meet-and-confer concerning the impact of such decision and the necessary changes to the benefits provided for in Section 1.

ARTICLE 9. INSURANCE BENEFITS

- a. The County shall continue to contract with the Public Employees Retirement System (PERS) for medical benefits during the term of this Agreement.
- b. County agrees to pay 80% of the premium of PERS Choice, PORAC or PERS Select Plans. Employee will be responsible for 20% of the premium. The maximum the County will contribute toward a different CalPERS plan other than listed above will be 80% of PERS Choice premium.
- c. Dental: County agrees to pay 100% of the monthly premium (for employee and dependents) for dental insurance during the term of this MOU. County agrees to provide through Delta Dental orthodontia benefits for adults and children, 50% benefit schedule; \$1,200 lifetime maximum.
- d. Optical: County agrees to pay 100% of the monthly premium (for employee and dependents) for optical insurance during the term of this MOU.
- e. Life: County agrees to pay 100% of the monthly premium for life insurance - \$20,000 term policy on employee during the term of this MOU.
- f. County will pay the following per pay period to each employee who has other medical coverage and has opted out of the County's medical plan:
 - Eligible for *employee only* coverage - \$92.31 per pay period
 - Eligible for *employee plus one* coverage - \$184.62 per pay period
 - Eligible for *family coverage* - \$276.93 per pay period
- g. Retirement Medical – At a mutually agreed upon date in the future as the County begins to make decisions on what to do for new hires, in concept, ICPPOA agrees with grandfathering existing, vested employees, and creating a pre-funded retiree health investment option for new hires with both the County and employees contributing, if allowable by law.

ARTICLE 10. FLEXIBLE BENEFIT PROGRAM

County will pay the administration fee for each employee who participates in flexible benefit program allowed by Section 125 of the Internal Revenue Code.

ARTICLE 11. SHORT-TERM DISABILITY PROGRAM

"Except as otherwise specified in Article 8, County will provide all eligible employees with a self-insured income protection plan for up to one (1) year for non-job-related disabilities preventing a person from working. County agrees to pay the applicable premium on behalf of the employee, as set forth in the County's Short-Term Disability Insurance Plan (as the same may be amended from time to time)." Any employee denied benefits under this provision may file a grievance pursuant to Article XIII of the County Personnel Rules and may have the matter heard only up to the level of the County Administrative Officer. The benefit will be as set forth in the Short Term Disability Program.

ARTICLE 12. DEFERRED COMPENSATION

County will provide deferred compensation programs for employees.

ARTICLE 13. REASONABLE ACCESS, CONTRACTING OUT

Reasonable Access - The practice will continue, which allows ICPPOA Officers and Representatives reasonable access to County work locations, facilities, equipment and other County resources.

Contracting Out – The County agrees to address contracting out of County Services in accordance with all applicable laws.

ARTICLE 14. CAREER LADDER PROCESS

As outlined in Personnel Rules 5.19, Career Ladder, a career ladder is a term used to define movement through a job series without posting of the position (e.g. Probation Officer I-III) as the employee acquires additional skills, responsibilities and experience. Career ladder advancements do not require a vacant position. Job titles or positions within a job series constitute distinct classifications.

5.19 Career Ladders. Due to the nature of some classifications, various County positions have been assigned career ladders through the classification plan. These progressions are part of a job series and identified in the applicable job descriptions. Each rung on the career ladder represents a distinct classification.

The County shall modify the Rehabilitation Specialist Series to be a career ladder from Rehabilitation Specialist II to Senior Rehabilitation. Deputy Probation Officer I-III will be designated as a career ladder series.

- Advancement from a I to II
 - Employee who meets the minimum requirements for the II level, and who also receives a rating of “satisfactory” (employee must receive a three (3) [meets] or higher in every individual rating criteria) on the first annual evaluation report will advance to a level II.

- Advancement from a II to III and III to IV

Employee must meet the minimum qualifications for the next level in the career ladder.

- Employee must receive a minimum overall rating of “Meets Expectations” in all categories on their most recent annual performance evaluation report.

Should the employee meet expectations in every category in their current positions, the Department shall conduct a skills assessment based on the minimum qualifications of the next position on the ladder to determine whether the employee is eligible to move to the next level. This assessment shall be shared with the employee. Should the employee not be ready, they shall be eligible for assessment again at their next evaluation.

Department Head must provide written documentation that moving the employee to the higher level will benefit the efficiency and functioning of the Department. A copy of the document must be signed by the Department Head and employee, and

transmitted to Personnel with the request for inclusion in the employee's personnel file.

ARTICLE 15. EMPLOYEE TRAINING AND TUITION PROGRAM

The County will reimburse educational expenses in accordance with "Employee Training and Tuition Assistance Program Policy." The County will also continue to reimburse all costs for licenses and certification used in the course of employment.

ARTICLE 16. SICK LEAVE

- a. Each employee shall accrue 4.62 hours of sick leave per pay period, for a total of 120 hours per year. There is no limit on the amount of sick leave that may be accrued.
- b. The County recognizes that the ICPPOA membership has created a sick leave pool for use by those members who have exhausted all of their accrued leave (flex, vacation, sick and CTO) due to a non-industrial illness or injury. Any ICPPOA member in good standing may request hours from the sick leave pool by submitting a written request to the ICPPOA Board of Directors. Once approved the ICPPOA president will notify the County Administrative Officer. An employee may only receive a cumulative total of one hundred and sixty (160) hours during a twelve-month period.
- c. Any employee may donate up to a maximum of unused sick leave to the sick leave bank. Employees will have two fifteen (15) day windows of opportunity (January 16-31 and July 16-31) to contribute to the sick leave bank.
- d. Employees who retire from the County may convert all unused sick leave into service credit.

ARTICLE 17. VACATION LEAVE

An employee may accrue a maximum of 280 vacation hours.

- a. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the 280-hour cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his/her supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 280-hour cap; (2) the alternative vacation must be scheduled and taken by the employee within six months; and (3) the County Administrative Officer approves the arrangement, which approval will not be unreasonably denied.
- b. The County Administrative Officer may approve requests for vacation in excess of 20 consecutive work days based on extenuating circumstances.

ARTICLE 18. FLEXIBLE LEAVE

The County shall grant employees 40 hours of Flexible Leave hours each fiscal year.

Flexible leave will be granted each July 1 and must be exhausted by the following June 30. Flexible leave will not carry over from one fiscal year to the next. However, if an employee believes there are extenuating circumstances that made it impossible for him/her to utilize flexible leave within the fiscal year,

the employee must make a written request to the County Administrative Officer stating the reasons flexible leave should be carried over to the next fiscal year. If the County Administrative Officer approves the request, flexible leave shall be carried over.

Flexible leave will not be paid should an employee terminate, for any reason, from County services.

An employee requesting flexible leave shall give a minimum of 48 hours' notice to his/her supervisor. A request to take flexible leave may be denied due to the operational needs of the employee's department.

New employees, upon appointment, shall be granted a prorated number of flexible leave days as follows:

July 1-October 31	Five (5) days
November 1 - February 28	Three (3) days
March 1 - June 30.....	One (1) day

ARTICLE 19. HOLIDAYS

- a. Recognized Holidays. County holidays are as follows:

January 1 (New Year's Day)
Third Monday in January (MLK Day)
Third Monday in February (President's Birthday)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
November 11 (Veteran's Day)
Thanksgiving Day
Friday immediately following Thanksgiving Day
December 24 or December 31
December 25 (Christmas Day)

- b. Additional Provisions. Any employee who works in a facility which operates seven (7) days a week and who works on a County recognized holiday, shall be paid at double time and one-half their regular rate, *i.e.* pay for 20 hours on an 8-hour work day. If a holiday falls on the employee's day off, payment will be made at straight time with no additional day off.

ARTICLE 20. RETIREMENT PROVISIONS

- a. County agrees to provide 2% at 55 full formula PERS retirement for miscellaneous members.
- b. County agrees to pay the member's contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.
- c. Full-time employees shall pay their own contribution for both Social Security and Medicare through payroll deductions.
- d. PERS benefit to miscellaneous employees shall consist of:
1. Final compensation to be based on highest one year's salary;

2. Include post-retirement survivor allowance;
 3. Allow 260 days of accrued sick leave to be added to service credit;
 4. Employer Paid Member Contribution (EPMC)
 5. All other provisions as amended in the County PERS contract.
- e. New PERS members hired after January 2013 will fall under PEPR. Employees will receive 2% @ 62 PERS Formula and will be required to pay at least 50% of normal cost.

ARTICLE 21. PERSONNEL RULES

The Personnel Rules are hereby incorporated by reference.

ARTICLE 22. EMPLOYEE ASSISTANCE PROGRAM

The County will provide an Employee Assistance Program.

ARTICLE 23. TRAVEL PAY

County will use the Internal Revenue Service (IRS) policy regarding reimbursement of travel pay. If the IRS rates increase, the County reimbursement rates will increase in the same amount as the IRS rates. Should the IRS rates decrease or undergo fundamental changes, renegotiations between the County and the Association on travel pay will occur.

ARTICLE 24. EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITY

Section 1. Dues Deductions. The County agrees to deduct association dues from the wages of all ICPPOA members who have filed a written authorization with the association. The County will begin dues deductions at the beginning of the pay period after notice is provided by the Association and will transmit these funds to the Association in a manner which is mutually agreed to. If at any time an employee requests the County stop deducting association dues from their pay checks, the County will refer said employee to the Association.

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues. When an employee is in a non-pay status for an entire pay period, no deduction will be made to cover the pay period. In the case of an employee who is in a non-pay status during part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this circumstance, all other legal and required deductions (including health care deductions) have priority over Association dues.

Section 2. Indemnification. The county will not be responsible or liable for any claims, causes of action, or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the County to transmit to the Association monies deducted from the employees pursuant to this Article.

Section 3. ICPPOA Release Time. County will release with pay ICPPOA Board of Directors or other ICPPOA members (maximum seven (7) employees) assigned to established ICPPOA committees, from their normal duties to conduct legitimate and reasonable Association business. An employee must request, in advance, release time which may be denied due to the operational needs of the department.

Granting of Release time is conditioned upon ICPPOA providing to the County a minimum of thirty (30) days' notice for any meeting or training that will require members to be away from work in excess of three (3) hours. ICPPOA and Personnel will work together to assure that such meetings or training will not adversely impact departments. Department heads will discuss with the Personnel Office any difficulties concerning ICPPOA release time prior to discussing such matters with the ICPPOA Board or any member of the ICPPOA Board.

ARTICLE 25. OUT OF CLASSIFICATION PAY

Any employee assigned work in a higher classification will have his/her salary increased by a minimum of 5% or be increased to the higher classification for the time worked, whichever is greater, after five (5) working days, effective the first day worked.

ARTICLE 26. FLSA EXEMPT

Attachment A lists those classifications, which are FLSA exempt.

ARTICLE 27. PROBATION PERIOD

All employees under this MOU will serve a 12-month probationary period:

ARTICLE 28. UNIFORMS

Section 1. The following uniform allowance applies only to full-time Probation Officer and Rehabilitation Specialist, who are required to wear a full uniform. Part time employees not required to wear a full uniform shall be provided required clothing by the department.

- a. The uniform allowance shall be \$800.00 per year for the cleaning, replacement and maintenance of clothing.
- b. This allowance shall be paid per pay period in the amount of \$30.77.
- c. All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the employee. The determination of replacement or repair will be made by the department. Normal wear and tear of clothing articles is not included.

New employees only will receive a \$200.00 advancement of uniform allowance, non-accountable plan, to be paid through payroll. This \$200.00 advancement is to come from the current \$800.00 annual payment, whereby a new employee's uniform allowance shall be reduced for the proration of the advance payment to \$23.08 per pay period for the first year of employment

Section 2. The County shall provide all other employees covered by this Agreement who are required to wear a uniform, the necessary uniforms and will provide for the laundering for such uniforms. Laundering services will be provided directly through the County. Employees who elect to launder the uniforms through other means will do so at their own expense. The above is provided in lieu of a uniform allowance. The County shall provide the employees a list of the required uniforms.

ARTICLE 29. SPECIAL ASSIGNMENT PAY

Any Probation Officer assigned to a recognized special assignment by the Chief or his designee shall be paid an additional 5% of their base pay for so long as they serve in such assignment. To qualify as a recognized special assignment the employee would have to complete a minimum of 40 hours of training in a specific field such as narcotics, sex crimes, crimes against children, etc.

- a. Up to one (1) Deputy Probation Officer II assigned to provide other employees with Weaponless Defense Training (WDT) shall receive an additional five percent (5%) of his/her base pay.
- b. Up to one (1) Deputy Probation Officer II assigned as a Firearms Instructor shall receive an additional five percent (5%) of his/her base pay.
- c. Employees who successfully demonstrate the ability to provide bilingual services to the public in the languages designated below shall be compensated as follows:

Spanish I – Those who can communicate with the public = (2%) of their base rate of pay

Spanish II – Those who interview and interrogate = (3%) of their base rate of pay

Spanish III – Those who speak, read, and write = (5%) of their base rate of pay

Upon passing the testing procedure administered by Human Resources, Department Heads will assign the level which they qualify to the employee.

Employees shall receive Spanish III compensation upon successfully passing of an exam that tests their oral communication skills, reading and writing ability.

The Association agrees to limit the number of paid Spanish speakers to four (4)

ARTICLE 30. PERFORMANCE EVALUATIONS

Association will use county approved evaluation forms.

ARTICLE 31. DRUG-FREE WORKPLACE/DOT DRUG TESTING POLICY

The County will enforce the Alcohol and Drug Abuse policy as amended September, 1991.

ARTICLE 32. MATERNITY LEAVE OF ABSENCE

Maternity leave is governed by Personnel Rule 10.2

ARTICLE 33. TUITION REIMBURSEMENT

The County will reimburse educational expenses in accordance with the tuition reimbursement program. The County will also continue to reimburse all costs for licenses and certifications used in the course of employment.

ARTICLE 34. SMOKING

There shall be no vaping, smoking or chewing of tobacco in any County facility or County vehicle. Employees vaping and/or smoking on County property shall smoke in designated smoking areas, which areas will be agreed to by the County and Association.

ARTICLE 35. MISTAKEN OVERPAYMENTS

Should any employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deductions from the pay of the employee in question up to the amount of overpayment. However, not more than 10% of any such employee's net pay shall be deducted from any one paycheck for this purpose. Notwithstanding this, employee will have the option of 10%-25% being deducted from any one paycheck.

ARTICLE 36. LETTER OF REPRIMAND

Any employee who receives a letter of reprimand shall be entitled to submit a written response thereto, which shall be placed in such employee's personnel file, along with the written reprimand. While the employee may discuss a reprimand with the Director of Personnel Services, who shall have the authority to remove the letter, there shall be no right to grieve or appeal any reprimand, warning, or counseling nor shall there be any formal hearings or review procedures concerning any reprimand, warning, or counseling.

ARTICLE 37. AUTHORIZED AGENTS

Authorized agents, for the purpose of administering the terms and provisions of the Memorandum of Understanding shall be:

- A. Representing the County
County Administrative Officer
P.O. Box N
Independence, CA 93526
- B. President ICPPOA
P.O. Box 153
Bishop, CA 93515
- C. Agent
Mastagni, Holstedt, Amick, Miller, Johnsen & Uhrhammer
1912 I Street
Sacramento, CA 95814

ARTICLE 38. SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

Section 1. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel resolutions, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

Section 2. The parties acknowledge that the Board of Supervisors will adopt this Agreement by Resolution and that said Resolution shall remain in full force and effect during the life of this Memorandum of Understanding.

ARTICLE 39. NO STRIKE-NO LOCKOUT

Section 1. The Association, its officers, agents, representatives, and/or members agree that during the term of this MOU they will not cause or condone any strike, walkout, slowdown, sickout or any other job action by withholding or refusing to perform services.

Section 2. The County agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the County in the exercise of its rights as set forth in any of the provisions of the MOU or applicable ordinance or law.

Section 3. Any employee who participates in any conduct prohibited in Section 1 above may be subject to disciplinary action up to and including discharge.

Section 4. In the event that any one or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in Section 1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

ARTICLE 40. EMERGENCY WAIVER

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the County Administrative Officer or his designee so declares, any provisions of this Agreement, which restricts the County's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the Association shall have the right to meet and confer with the County regarding the impact on employees of the suspension of these provisions of this Agreement and any Personnel rules and policies.

ARTICLE 41. SEPARABILITY

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect.

ARTICLE 42. WAIVER

Section 1. The parties mutually agree that, except as specifically provided herein, neither party shall seek to negotiate or bargain with reference to wages, hours, or terms and conditions of employment, regardless of whether covered by this MOU or in the negotiations or mediation leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations or mediation leading to this MOU. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet-and-confer about any matter during the term of this MOU.

Section 2. The parties shall reopen any provision of this MOU for the purpose of complying with any final order of a federal or stand agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in order to comply with state or federal laws.

Section 3. The parties acknowledge that this MOU shall not be in force and effect until ratified by the Association and adopted by the Board of Supervisors of the County of Inyo.

ARTICLE 43. MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be in force from April 1, 2021 through March 31, 2024. The County will provide each employee represented by the Association with a copy of this and all subsequent MOUs.

ARTICLE 44. RATIFICATION AND EXECUTION

The County and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the Board of Supervisors of the County of Inyo. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the County and Association, and entered into this day 4th of May 2021.

COUNTY OF INYO:

Jeff Griffiths
Chairperson

INYO COUNTY PROBATION
PEACE OFFICERS ASSOCIATION



Penny Brown
ICPPOA President



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: May 11, 2021

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Board of Supervisors Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the Board of Supervisors meeting of May 4, 2021.

SUMMARY/JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 5/5/2021
Final Approval - 5/5/2021



County of Inyo



Treasurer-Tax Collector

CORRESPONDENCE - INFORMATIONAL - NO ACTION REQUIRED

MEETING: May 11, 2021

FROM: Alisha McMurtrie

SUBJECT: Treasury Status Report for Quarter Ending 3-31-2021

RECOMMENDED ACTION:

Review Treasury Status Report for the Quarter Ending March 31, 2021 and direct any questions to the County Treasurer.

SUMMARY/JUSTIFICATION:

The report is provided pursuant to the provisions of Section 53646(b) of the Government Code. The primary purposes of the report are to disclose the following:

- the investments and deposits of the treasury;
- the cost basis and market values of the investments;
- compliance to the County Investment Policy;
- the weighted average of the investments; and
- the projected ability of the treasury to meet the expected expenditure requirements of the treasury's pooled participants for the next six months

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

Pursuant to Section 53646(g) of the Government Code, copies of this report, while no longer mandated, will continue to be provided to the members of the Treasury Oversight Committee.

FINANCING:

N/A

ATTACHMENTS:

1. Treasury Status Report

APPROVALS:

Alisha McMurtrie
Darcy Ellis
Alisha McMurtrie

Created/Initiated - 4/28/2021
Approved - 4/28/2021
Final Approval - 4/28/2021

COUNTY OF INYO
TREASURER-TAX COLLECTOR
168 NORTH EDWARDS STREET
POST OFFICE DRAWER O
INDEPENDENCE, CA 93526-0614
(760) 878-0312 • (760) 878-0311 FAX



ALISHA McMURTRIE
TREASURER-TAX COLLECTOR

TO: Honorable Members of the Inyo County Board of Supervisors
FROM: Alisha McMurtrie, Treasurer-Tax Collector
SUBJECT: Report of the Status of the Inyo County Treasury as of: March 31, 2021
DATE: April 15, 2021

The following status report of the County Treasury as of 03-31-2021 is provided pursuant to the provisions of Section 53646(b) of the Government Code.

The attached copy of the "Treasurer's Daily Reconciliation" provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets and by issuer for securities.

The attached copy of the custody statement from TRACKER, a Division of C2, LLC reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 862 days.

The latest PARS/OPEB investment statement is attached for reference.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County's monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's PARS relationship for our OPEB investment began in June 2010. To date: the PARS balance as of:03/31/2021 was \$9,473,073.94 (Principal: \$9,396,160.62 plus Contributions: \$00.00 plus Interest: \$79,238.97 less Fees: \$-2,325.65)

C: Members of the Inyo County Treasury Oversight Committee

TREASURER'S DAILY RECONCILIATION			
For the Business Day of			
3/31/2021			
AUDITOR BALANCES:			
Beginning "Claim on Cash in Treasury"		\$180,469,172.42	
Deposit Authorizations		\$1,578,490.39	
Checks Paid on:	03/30/21	(\$289,574.99)	
Journal Entry:		\$0.00	
Outgoing Debits:		(\$3,194,757.48)	03-31-2021 SEE ATTACHED EXHIBIT "A" FOR OUTGOING WIRE DETAILS
Ending "Claim on Cash in Treasury" \$178,563,330.34			
TREASURER BALANCES:			
CASH ON HAND:			
	Drawer	\$163.83	
	Vault	\$9,300.00	
CHECKS ON HAND:			
	Date:		
	Date:		
	Date:		
BANK ACCOUNTS:			
Union Bank - General Account.		\$2,723,426.20	
Eastern Sierra Community Bank - Gen		\$2,729,998.11	
El Dorado #2107 - Directs Account		\$11,067.45	
El Dorado #9703 - Cash Account		\$100,530.75	
INVESTMENTS:			
			<i>Agency Limit</i>
Local Agency Investment Fund	\$45,000,000.00		50,000,000
UBS Money Market	\$2,500,000.00	1.40%	of 10.00%
Local Agencies	\$699,641.12	0.39%	of 100.00%
Federal Agencies	\$98,961,224.00	55.42%	of 100.00%
Federal Agencies-Treasury Notes/Bonds	\$0.00	0.00%	of 100.00%
Commercial Paper	\$15,984,177.22	8.95%	of 15.00%
Corporate Obligation	\$0.00	0.00%	of 30.00%
CDs	\$8,680,000.00	4.86%	of 30.00%
Grand TTL Investments	\$171,825,042.34		
NOTES			
Maturities > 1 Year	\$94,900,641.12	53.15%	of 60.00%
GRAND TOTAL TREASURY BALANCE:		\$177,399,528.68	
RECONCILIATION			
Treasury Over/Short:		(\$1,163,801.66)	
Explanation:	(\$1,089,123.13)	03/31/21 REMOTE DEPOSIT IN TRANSIT	
	(\$74,678.53)	03/31/21 REMOTE DEPOSIT IN TRANSIT - 03/30/21	
		(\$1,163,801.66)	

Prepared By: *Melissa Chapman*

Inyo County
Portfolio Holdings
Compliance Report | by Investment Policy
Report Format: By Transaction
Group By: Asset Category
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 3/31/2021

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
Certificate of Deposit - 30 %								
BMO HARRIS BANK NA 1.05 4/23/2021	05581W7G4	04/24/2020	1.050	250,000.00	250,000.00	250,000.00	04/23/2021	23
Privatebank & Trust 1.5 5/26/2021	74267GVG9	05/26/2016	1.500	248,000.00	248,000.00	248,000.00	05/26/2021	56
UBS Bank UT 1.65 6/7/2021	90348JAR1	06/07/2016	1.650	248,000.00	248,000.00	248,000.00	06/07/2021	68
Mercantil Commercial FL 1.65 6/24/2021	58733ACY3	06/24/2016	1.650	248,000.00	248,000.00	248,000.00	06/24/2021	85
Apex Bank 1.5 10/12/2021	03753XAQ3	10/12/2016	1.500	248,000.00	248,000.00	248,000.00	10/12/2021	195
Discover Bank DE 1.75 11/2/2021	254672M39	11/02/2016	1.750	245,000.00	245,000.00	245,000.00	11/02/2021	216
Jefferson Financial LA 2.2 11/22/2021	474067AJ4	11/22/2017	2.200	248,000.00	248,000.00	248,000.00	11/22/2021	236
State Bank India NY 2.35 2/24/2022	8562846J8	02/24/2017	2.350	248,000.00	248,000.00	248,000.00	02/24/2022	330
United Community Bank GA 2.05 3/1/2022	90984P5A9	03/01/2017	2.050	248,000.00	248,000.00	248,000.00	03/01/2022	335
Belmont Savings Bank MA 2.15 3/21/2022	080515BV0	03/20/2017	2.150	248,000.00	248,000.00	248,000.00	03/21/2022	355
American Express UT 2.45 4/5/2022	02587DN38	04/05/2017	2.450	248,000.00	248,000.00	248,000.00	04/05/2022	370
TOWNBANK 1.15 4/29/2022	89214PCQ0	04/29/2020	1.150	250,000.00	250,000.00	250,000.00	04/29/2022	394
BERKSHIRE BANK 1 10/20/2022	084601XL2	04/24/2020	1.000	250,000.00	250,000.00	250,000.00	10/20/2022	568
MERRICK BANK 1.75 11/29/2022	59013KEA0	11/29/2019	1.750	248,000.00	248,000.00	248,000.00	11/29/2022	608
Mountain America UT 2.4 11/30/2022	62384RAD8	11/30/2017	2.400	248,000.00	248,000.00	248,000.00	11/30/2022	609
Morgan Stanley Bank UT 2.65 2/8/2023	61747MJ77	02/08/2018	2.650	248,000.00	248,000.00	248,000.00	02/08/2023	679
ALLY BANK 0.9 3/13/2023	02007GMY6	03/12/2020	0.900	248,000.00	248,000.00	248,000.00	03/13/2023	712
GREENSTATE CREDIT UNION 0.4 8/18/2023	39573LAP3	08/18/2020	0.400	248,000.00	248,000.00	248,000.00	08/18/2023	870
ENERBANK USA 1.8 11/22/2023	29278TMN7	11/27/2019	1.800	248,000.00	248,000.00	248,000.00	11/22/2023	966
Citibank National SD 3.4 1/9/2024	17312QZ36	01/09/2019	3.400	245,000.00	245,000.00	245,000.00	01/09/2024	1,014
AMERICAN COMMERCE BANK 0.9 3/27/2024	02519TBA3	03/27/2020	0.900	248,000.00	248,000.00	248,000.00	03/27/2024	1,092
MEDALLION BANK 1.2 4/30/2024	58404DGU9	04/30/2020	1.200	250,000.00	250,000.00	250,000.00	04/30/2024	1,126
MORGAN STANLEY PRIVATE BANK NA 1.9 11/20/2024	61760A3B3	11/27/2019	1.900	248,000.00	248,000.00	248,000.00	11/20/2024	1,330
LIVE OAK BANKING COMPANY 1.85 11/27/2024	538036GU2	11/27/2019	1.850	248,000.00	248,000.00	248,000.00	11/27/2024	1,337

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
VIRIVA FCU 1.85 11/27/2024	92823NAA9	11/27/2019	1.850	248,000.00	248,000.00	248,000.00	11/27/2024	1,337
CELTIC BANK 1.85 11/27/2024	15118RTC1	11/27/2019	1.850	248,000.00	248,000.00	248,000.00	11/27/2024	1,337
SOMERSET TRUST CO 1 3/19/2025	835104BZ2	03/19/2020	1.000	248,000.00	248,000.00	248,000.00	03/19/2025	1,449
FLAGSTAR BANK 1.15 4/29/2025	33847E3D7	04/29/2020	1.150	245,000.00	245,000.00	245,000.00	04/29/2025	1,490
CENTERSTATE BANK 1.25 4/30/2025	15201QDE4	04/30/2020	1.250	250,000.00	250,000.00	250,000.00	04/30/2025	1,491
PACIFIC WETERN BANK 1.25 4/30/2025	69506YRL5	04/30/2020	1.250	250,000.00	250,000.00	250,000.00	04/30/2025	1,491
LUANA SAVINGS BANK 0.6 5/8/2025	549104PQ4	05/08/2020	0.600	245,000.00	245,000.00	245,000.00	05/08/2025	1,499
EAST BOSTON SAVINGS BANK 0.45 8/12/2025	27113PDP3	08/12/2020	0.450	248,000.00	248,000.00	248,000.00	08/12/2025	1,595
1ST FINANCIAL BANK USA 0.45 8/19/2025	32022RNT0	08/19/2020	0.450	248,000.00	248,000.00	248,000.00	08/19/2025	1,602
FIRST CAROLINA BANK 0.45 8/20/2025	31944MBB0	08/20/2020	0.450	248,000.00	248,000.00	248,000.00	08/20/2025	1,603
NORTHEAST COMMUNITY BANK 0.45 8/20/2025	664122AF5	08/20/2020	0.450	248,000.00	248,000.00	248,000.00	08/20/2025	1,603
Sub Total / Average Certificate of Deposit - 30 %			1.495	8,680,000.00	8,680,000.00	8,680,000.00		859
Commercial Paper - 15 %								
NATIXIS NY 0 7/28/2021	63873JUU2	03/12/2021	0.090	6,000,000.00	5,997,930.00	6,000,000.00	07/28/2021	119
MUFG BANK LTD 0 10/4/2021	62479LX42	01/08/2021	0.200	5,000,000.00	4,992,527.78	5,000,000.00	10/04/2021	187
NATIXIS NY 0 12/17/2021	63873JZH6	03/26/2021	0.170	5,000,000.00	4,993,719.44	5,000,000.00	12/17/2021	261
Sub Total / Average Commercial Paper - 15 %			0.150	16,000,000.00	15,984,177.22	16,000,000.00		185
Federal Agencies - 100 %								
FNMA 1.25 5/6/2021	3135G0K69	05/16/2016	1.418	2,000,000.00	1,983,900.00	2,000,000.00	05/06/2021	36
FNMA 1.5 5/26/2021	3136G3PR0	05/26/2016	1.500	2,000,000.00	2,000,000.00	2,000,000.00	05/26/2021	56
FHLB 1.875 11/29/2021	3130AABG2	11/30/2016	2.115	2,000,000.00	1,977,324.00	2,000,000.00	11/29/2021	243
FFCB 2.8 12/17/2021	3133EJ3B3	12/17/2018	2.800	5,000,000.00	5,000,000.00	5,000,000.00	12/17/2021	261
FFCB 2.3 6/7/2023-21	3133EKNY8	06/07/2019	2.300	2,000,000.00	2,000,000.00	2,000,000.00	06/07/2023	798
FFCB 1.68 11/22/2023-21	3133ELAN4	11/22/2019	1.680	2,000,000.00	2,000,000.00	2,000,000.00	11/22/2023	966
FFCB 1.2 4/1/2024-21	3133ELVA9	04/01/2020	1.200	2,000,000.00	2,000,000.00	2,000,000.00	04/01/2024	1,097
FHLB 0.74 4/29/2024-21	3130AJJR1	04/29/2020	0.740	3,000,000.00	3,000,000.00	3,000,000.00	04/29/2024	1,125
FHLMC 0.5 6/24/2024-21	3134GV2J6	06/24/2020	0.500	3,000,000.00	3,000,000.00	3,000,000.00	06/24/2024	1,181
FHLB 0.55 7/30/2024-20	3130AJUN7	07/30/2020	0.550	3,000,000.00	3,000,000.00	3,000,000.00	07/30/2024	1,217
FFCB 0.44 11/4/2024-21	3133EMFP2	11/04/2020	0.440	3,000,000.00	3,000,000.00	3,000,000.00	11/04/2024	1,314
FFCB 0.47 1/27/2025-21	3133EMER9	10/27/2020	0.470	3,000,000.00	3,000,000.00	3,000,000.00	01/27/2025	1,398
FNMA 0.75 6/11/2025-21	3136G4WG4	06/11/2020	0.750	3,000,000.00	3,000,000.00	3,000,000.00	06/11/2025	1,533
FNMA 0.7 7/21/2025-21	3136G4ZG1	07/21/2020	0.700	4,000,000.00	4,000,000.00	4,000,000.00	07/21/2025	1,573
FNMA 0.625 7/21/2025-22	3136G4ZJ5	07/21/2020	0.625	4,000,000.00	4,000,000.00	4,000,000.00	07/21/2025	1,573
FHLMC 0.68 7/21/2025-21	3134GV2N7	07/21/2020	0.680	2,000,000.00	2,000,000.00	2,000,000.00	07/21/2025	1,573

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
FFCB 0.53 8/12/2025-22	3133EL3P7	08/12/2020	0.530	4,000,000.00	4,000,000.00	4,000,000.00	08/12/2025	1,595
FHLMC 0.625 8/19/2025-21	3134GWQN9	08/19/2020	0.625	3,000,000.00	3,000,000.00	3,000,000.00	08/19/2025	1,602
FNMA 0.56 8/21/2025-23	3136G4N74	08/21/2020	0.560	3,000,000.00	3,000,000.00	3,000,000.00	08/21/2025	1,604
FFCB 0.55 9/16/2025-21	3133EL7K4	09/16/2020	0.550	5,000,000.00	5,000,000.00	5,000,000.00	09/16/2025	1,630
FHLMC 0.625 9/23/2025-20	3134GWP75	09/23/2020	0.625	5,000,000.00	5,000,000.00	5,000,000.00	09/23/2025	1,637
FHLMC 0.6 9/30/2025-21	3134GWTG1	09/30/2020	0.600	5,000,000.00	5,000,000.00	5,000,000.00	09/30/2025	1,644
FFCB 0.52 10/21/2025-21	3133EMDZ2	10/21/2020	0.520	3,000,000.00	3,000,000.00	3,000,000.00	10/21/2025	1,665
FFCB 0.53 10/22/2025-21	3133EMEC2	10/22/2020	0.530	3,000,000.00	3,000,000.00	3,000,000.00	10/22/2025	1,666
FNMA 0.58 10/28/2025-22	3135GA2A8	11/17/2020	0.580	3,000,000.00	3,000,000.00	3,000,000.00	10/28/2025	1,672
FNMA 0.55 11/4/2025-22	3135GA2N0	11/04/2020	0.550	5,000,000.00	5,000,000.00	5,000,000.00	11/04/2025	1,679
FHLMC 0.6 11/12/2025-21	3134GXBM5	11/17/2020	0.600	3,000,000.00	3,000,000.00	3,000,000.00	11/12/2025	1,687
FHLMC 0.62 12/1/2025-21	3134GXDM3	12/01/2020	0.620	4,000,000.00	4,000,000.00	4,000,000.00	12/01/2025	1,706
FHLB 0.7 3/16/2026-22	3130ALEP5	03/16/2021	0.700	5,000,000.00	5,000,000.00	5,000,000.00	03/16/2026	1,811
FHLB 1.07 3/30/2026-21	3130ALS96	03/30/2021	1.070	3,000,000.00	3,000,000.00	3,000,000.00	03/30/2026	1,825
Sub Total / Average Federal Agencies - 100 %			0.855	99,000,000.00	98,961,224.00	99,000,000.00		1,385
Local Agency Investment Fund - \$ 50M								
LAIF LGIP	LAIF4000	09/30/2018	0.357	45,000,000.00	45,000,000.00	45,000,000.00	N/A	1
Sub Total / Average Local Agency Investment Fund - \$ 50M			0.357	45,000,000.00	45,000,000.00	45,000,000.00		1
UBS Money Market - 10 %								
UBS Financial MM	MM9591	06/30/2018	0.010	2,500,000.00	2,500,000.00	2,500,000.00	N/A	1
Sub Total / Average UBS Money Market - 10 %			0.010	2,500,000.00	2,500,000.00	2,500,000.00		1
Total / Average			0.678	171,180,000.00	171,125,401.22	171,180,000.00		862

COUNTY OF INYO
PARS OPEB Trust Program

Account Report for the Period
3/1/2021 to 3/31/2021

Clint Quilter
County Administrative Officer
County of Inyo
P.O. Drawer N
Independence, CA 93526

Account Summary

Source	Beginning Balance as of 3/1/2021	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 3/31/2021
OPEB	\$9,396,160.62	\$0.00	\$79,238.97	\$2,325.65	\$0.00	\$0.00	\$9,473,073.94
Totals	\$9,396,160.62	\$0.00	\$79,238.97	\$2,325.65	\$0.00	\$0.00	\$9,473,073.94

Investment Selection

Source

OPEB Moderate HighMark PLUS

Investment Objective

Source

OPEB The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	0.84%	2.22%	32.12%	9.62%	9.42%	7.48%	6/16/2010

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees