



**STATE OF CALIFORNIA, COUNTY OF SIERRA  
BOARD OF SUPERVISORS  
AGENDA  
REGULAR MEETING**

**Lee Adams, District 1**

P.O. Box 1 - Downieville, CA 95936 - 530-289-3506 - supervisor1@sierracounty.ca.gov

**Lila Heuer, District 2**

P.O. Box 485 - Sierra City, CA 96125 - 916-580-5608 - lheuer@sierracounty.ca.gov

**Paul Roen, Chair, District 3**

P.O. Box 43 - Calpine, CA 96124 - 209-479-2770 - supervisor3@sierracounty.ca.gov

**Terry LeBlanc, District 4**

P.O. Box 387 - Loyalton, CA 96118 - 707-489-0314 - tleblanc@sierracounty.ca.gov

**Sharon Dryden, Vice-Chair, District 5**

P.O. Box 246 - Loyalton, CA 96118 - 530-913-9218 - sdryden@sierracounty.ca.gov

The Sierra County Board of Supervisors will meet in regular session commencing at 9:00 a.m. on January 20, 2026, at 105 Beckwith Street, Social Hall, Loyalton, CA. This meeting will be recorded for posting on the Board of Supervisors' website at [www.sierracounty.ca.gov](http://www.sierracounty.ca.gov).

**This meeting will be open to in-person attendance and available to the public via teleconference.**

**The public may observe and provide public comments by using the Teams options below:**

**By Phone: 1-323-892-2486**

**Access Code: 943 996 596#**

**By PC: <https://tinyurl.com/01202026-BOS>**

**NOTICE**

Accommodations for individuals with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof, can be made with the Clerk of the Board and CA Relay Services 711 prior to the meeting. The Clerk of the Board may be reached at 530-289-3295 or at the following addresses:

Heather Foster  
Clerk of the Board of Supervisors  
100 Courthouse Square, Room 11  
P.O. Drawer D  
Downieville, CA 95936  
[clerk-recorder@sierracounty.ca.gov](mailto:clerk-recorder@sierracounty.ca.gov)

All items posted on the agenda, including under correspondence, may be acted upon by the Board

of Supervisors. However, matters under committee reports and department manager's reports may be briefly addressed by the Board or Staff, but no action or discussion shall be undertaken on any item not appearing on the posted agenda. (GC 54954.2)

The Board of Supervisors may hold a Closed Session as the agenda schedule permits.

## **REGULAR AGENDA**

### **1. 9:00 A.M. STANDING ORDERS**

- Call to Order
- Pledge of Allegiance
- Roll Call
- Approval of Consent Agenda, Regular Agenda and Correspondence to be addressed by the Board

### **2. PUBLIC COMMENT OPPORTUNITY**

Matters under the jurisdiction of the Board not on this posted agenda may be addressed by the general public during the Public Comment Opportunity time. No action may be taken or substantive discussion pursued on matters not on the posted agenda. Public comment is regulated by the Sierra County Board of Supervisors' Rules and Procedures. You may obtain a copy of the Public Comment rules from the Clerk. The Board limits public comment to three minutes per person and not more than three individuals addressing the same subject.

### **3. COMMITTEE REPORTS & ANNOUNCEMENTS**

Board members will report on committee meetings and/or activities. Board members or members of the public may ask questions for clarification but no action will be taken.

### **4. DEPARTMENT MANAGERS' REPORTS & ANNOUNCEMENTS**

Department Managers may provide brief reports on activities within their departments. Board members or members of the public may ask questions for clarification but no action will be taken.

### **5. FOREST SERVICE UPDATE**

Update by District Ranger on items that may affect the County of Sierra.

### **6. AUDITOR - TONY MILLER**

- 6.A. Discussion/action regarding establishing a satellite office for the County Auditor's Office at the Sierraville School, and authorization to advertise vacant positions with the assigned duty station to be either the Downieville office or the Sierraville School.

Documents:

[Auditors Office - Satellite Location.pdf](#)

- 6.B. Discussion and authorization for the County Auditor to advertise and fill an existing vacancy at the Senior Accountant or Chief Deputy Auditor level.

Documents:

**7. BEHAVIORAL HEALTH - SHERYLL PRINZ-MCMILLAN**

- 7.A. Authorization to pay an outstanding invoice to Wellspace Hospital in the amount of \$9,554.54 for client services rendered from March through April 2025.

Documents:

[Wellspace Invoice.pdf](#)

- 7.B. Agreement between the California Mental Health Services Authority (CalMHSA) and County of Sierra for participation in External Quality Review and Performance Improvement Projects, in an amount not to exceed \$17,280 for Fiscal Year 2025/2026.

Documents:

[CalMHSA EQRO.pdf](#)

- 7.C. Agreement between the California Mental Health Services Authority (CalMHSA) and County of Sierra for participation in the Healthcare Effectiveness Data and Information Set (HEDIS) program, in an amount not to exceed \$17,280, for Fiscal Year 2025/2026.

Documents:

[CalMHSA HEDIS.pdf](#)

**8. PUBLIC WORKS/TRANSPORTATION**

- 8.A. Continued discussion and direction regarding the acceptance of green waste and burn policies at the County's solid waste transfer sites.

Documents:

[Solid Waste Transfer Sites - GW.pdf](#)

**9. BOARD OF SUPERVISORS**

- 9.A. Discussion/action regarding transferring excess funds from the County's self-insured programs through Trindel, and adoption of a resolution authorizing the Auditor to make changes to the 2025/2026 Final Budget. (CHAIR ROEN)

Documents:

[County Self-Insurance Excess Funds.pdf](#)

- 9.B. Discussion, clarification, and possible action regarding the current soft hiring freeze. (CLERK OF THE BOARD)

Documents:

[Soft Hiring Freeze.pdf](#)

- 9.C. Discussion and possible action regarding the Grand Jury's request for dedicated meeting spaces and an increase to the current Grand Jury meeting rate. (CHAIR ROEN)

Documents:

[Grand Jury Meeting Space and Rate Increase Request.pdf](#)

9.D. Resolution proclaiming January 2026 as Grand Jury Awareness Month. (CHAIR ROEN)

Documents:

[Grand Jury Awareness Month.pdf](#)

**10. TIMED ITEMS**

10.A. 10:00 AM 211 DISASTER RELATED-REFERRAL SERVICES

Discussion/approval of agreement between the County of Sierra, through its Public Health Department, and Nevada-Sierra Connecting Point Public Authority for the provision of 211 disaster-related referral services in Sierra County, for the term February 1, 2026, through January 31, 2027, with a one-time implementation cost of \$8,000, an annual cost of \$3,000, and additional fees associated with major incident or disaster activation; and adoption of a resolution authorizing the Auditor to make certain changes to the 2025/2026 Final Budget to fund said services.

Documents:

[211 Connecting Point.pdf](#)

10.B. 10:30 AM NEW 2026 PROBATION LAWS

Discussion regarding new 2026 adult and juvenile probation laws.

Documents:

[2026 NEW PROBATION LAWS.pdf](#)

**11. CLOSED SESSION**

11.A. Closed session pursuant to Government Code Section 54956.9(d)(2) - conference with legal counsel - anticipated litigation - 1 case.

Documents:

[Closed Session - Anticipated Litigation.pdf](#)

11.B. Closed session pursuant to Government Code section 54957 – Public Appointment or Employment – Director of Transportation.

Documents:

[Closed Session - Public Employment - DOT.pdf](#)

11.C. Closed session pursuant to Government Code section 54957 – Public Appointment: Interim County Assessor.

Documents:

[Closed Session - Public Employment.pdf](#)

## 12. CONSENT AGENDA

Items placed on the Consent Agenda are of a routine and non-controversial nature and are approved by a blanket roll call vote. At the time the Consent Agenda is considered, items may be deleted from the Consent Agenda by any Board member or Department Manager and added to the Regular Agenda directed by the Chairman.

- 12.A. Agreement between the California Mental Health Services Authority (CalMHSA) and County of Sierra for participation in county use of specialized training material, in an amount not to exceed \$5,000, from February 1, 2026, through June 30, 2028. (BEHAVIORAL HEALTH)

Documents:

[CalMHSA Training.pdf](#)

- 12.B. Ratification of the revised job description for the Director of Public Works and Transportation. (PERSONNEL)

Documents:

[Director of Public Works-Transportation JD.pdf](#)

- 12.C. Authorize payment to R & J Joy, Inc. dba Joy Engineering for 487.78 tons of 3/4 AB rock base for disaster recovery project 83115, FEMA disaster 4699, in an amount not to exceed \$9,102.70. (PUBLIC WORKS)

Documents:

[Joy Engineering Invoice - 2023 Storm Disaster, FEMA 4699 item.pdf](#)

- 12.D. Addendum to Agreement 2022-019 between the County of Sierra and Tyler Technologies, Inc. for the implementation of electronic recording services, including a one-time cost of \$6,395 and ongoing annual costs of \$3,995. (CLERK-RECORDER)

Documents:

[Addendum to Tyler SAAS Agm.pdf](#)

**ADJOURNMENT** - To next regular meeting on February 3, 2026

### **Disclosure of Campaign Contributions (Gov. Code section 84308)**

Members of the Board of Supervisors are disqualified and not able to participate in any agenda item involving contracts (other than competitively bid, labor, or personal employment contracts), franchises, discretionary land use permits and other entitlements if the Board member received more than \$250 in campaign contributions from the applicant or contractor, an agent of the applicant or contractor, or any financially interested participant who actively supports or opposes the County's decision on the agenda item since January 1, 2023. Members of the Board of Supervisors who have received, and applicants, contractors or their agents who have made, campaign contributions totaling more than \$250 to a Board member since January 1, 2023, are required to disclose that fact for the official record of the subject proceeding. Disclosures must include the amount of the campaign contribution and identify the recipient Board member and may be made either in writing to the Clerk of the Board of Supervisors prior to the subject hearing or by verbal disclosure at the time of the hearing.

**SIERRA COUNTY BOARD OF SUPERVISORS'  
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

<b>MEETING DATE:</b>  <b>DEPARTMENT:</b>  <b>PHONE NUMBER:</b>  <b>REQUESTED BY:</b>	<b>TYPE OF AGENDA ITEM:</b> REGULAR          CONSENT          TIMED  <b>SUPPORTIVE DOCUMENT ATTACHED:</b> RESOLUTION          MEMO AGREEMENT          OTHER _____
<b>AGENDA ITEM:</b>	
<b>BACKGROUND INFORMATION:</b>	
<b>FUNDING SOURCE:</b> <b>GENERAL FUND IMPACT:</b>	<b>OTHER FUND:</b> <b>AMOUNT: \$</b>
<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  YES          NO  TYPE OF EMPLOYEE	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b>  YES          NO  <b>IS A BUDGET TRANSFER REQUIRED?</b>  YES          NO
<b>SPACE BELOW FOR CLERK'S USE</b>	
<b>BOARD ACTION:</b>  APPROVED                  APPROVED AS AMENDED  ADOPTED                  ADOPTED AS AMENDED  DENIED                  OTHER  NO ACTION TAKEN	<b>SET PUBLIC HEARING FOR:</b> _____ <b>DIRECTION TO:</b> _____ <b>REFERRED TO:</b> _____ <b>CONTINUED TO:</b> _____ <b>AUTHORIZATION GIVEN TO:</b> _____
<b>BOARD VOTE:</b> BY CONSENSUS AYES: ABSTAIN: NOES: ABSENT:	RESOLUTION 2026- _____ AGREEMENT 2026- _____ ORDINANCE _____
<b>COMMENTS:</b>	

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**SIERRA COUNTY BOARD OF SUPERVISORS'  
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

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<b>AGENDA ITEM:</b>	
<b>BACKGROUND INFORMATION:</b>	
<b>FUNDING SOURCE:</b> <b>GENERAL FUND IMPACT:</b>	<b>OTHER FUND:</b> <b>AMOUNT: \$</b>
<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  YES          NO  TYPE OF EMPLOYEE	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b>  YES          NO  <b>IS A BUDGET TRANSFER REQUIRED?</b>  YES          NO
<b>SPACE BELOW FOR CLERK'S USE</b>	
<b>BOARD ACTION:</b>  APPROVED                  APPROVED AS AMENDED  ADOPTED                  ADOPTED AS AMENDED  DENIED                  OTHER  NO ACTION TAKEN	<b>SET PUBLIC HEARING FOR:</b> _____ <b>DIRECTION TO:</b> _____ <b>REFERRED TO:</b> _____ <b>CONTINUED TO:</b> _____ <b>AUTHORIZATION GIVEN TO:</b> _____
<b>BOARD VOTE:</b> BY CONSENSUS  AYES:  ABSTAIN:  NOES:  ABSENT:	RESOLUTION 2026- _____ AGREEMENT 2026- _____ ORDINANCE _____
<b>COMMENTS:</b>	

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

# MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Tony Miller, County Auditor

**DATE:** January 13, 2026

**ITEM:** Discussion and authorization for the County Auditor to advertise and fill an existing vacancy at the Senior Accountant or Chief Deputy Auditor level.

**BACKGROUND:** The Chief Deputy Auditor retired in November 2025. The Board subsequently authorized filling the vacant position at the Accountant III level. Since the retirement of the Chief Deputy Auditor, it has been determined that filling the position at a higher level more accurately reflects the operational needs and responsibilities historically associated with the role.

Based on salary and benefit information reviewed, the following cost estimates apply:

**Annual Wages and Benefits (Full Fiscal Year):**

- Senior Accountant (Step A–C): \$128,203.36 – \$139,995.04
- Chief Deputy Auditor (Step A–C): \$153,142.72 – \$167,459.94

**Estimated Wages and Benefits for the Remaining Four Months of the Current Fiscal Year:**

- Senior Accountant (Step A–C): \$51,452.18 – \$55,391.96
- Chief Deputy Auditor (Step A–C): \$59,925.10 – \$64,732.27

When compared to the previously authorized Accountant III level, the full-year cost increase associated with hiring at the Senior Accountant or Chief Deputy Auditor level is estimated at approximately \$30,000 annually, depending on final placement within the salary range.

For the remainder of the current fiscal year, the cost impact is expected to be largely neutral. The position was originally budgeted for approximately seven months at the lower level; however, filling the position for approximately four months at a higher level results in a practical offset for Fiscal Year 2025–26.

Looking forward, the long-term fiscal impact beginning in future fiscal years is anticipated to result in an increase of approximately \$20,000 to \$50,000 annually, depending on the classification and step at which the position is filled.

Authorization to recruit and hire at the Senior Accountant or Chief Deputy Auditor level will provide the Auditor with flexibility to attract qualified candidates and ensure continuity of operations within the Auditor's Office.

**RECOMMENDED ACTION:**

Authorize the County Auditor to advertise and fill an existing vacancy at the Senior Accountant or Chief Deputy Auditor level.

**SIERRA COUNTY BOARD OF SUPERVISORS'  
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

<p><b>MEETING DATE:</b> 1/20/2026</p> <p><b>DEPARTMENT:</b> Behavioral Health</p> <p><b>PHONE NUMBER:</b> 530-993-6717</p> <p><b>REQUESTED BY:</b> Sheryll Prinz-McMillan</p>	<p><b>TYPE OF AGENDA ITEM:</b></p> <p><input checked="" type="checkbox"/> REGULAR    <input type="checkbox"/> CONSENT    <input type="checkbox"/> TIMED</p> <hr/> <p><b>SUPPORTIVE DOCUMENT ATTACHED:</b></p> <p><input type="checkbox"/> RESOLUTION    <input checked="" type="checkbox"/> MEMO</p> <p><input type="checkbox"/> AGREEMENT    OTHER _____</p>
<p><b>AGENDA ITEM:</b></p> <p>Authorization to pay an outstanding invoice to Wellspace Hospital in the amount of \$9,554.54 for client services rendered from March through April 2025.</p>	
<p><b>BACKGROUND INFORMATION:</b></p> <p>See attached memo</p>	
<p><b>FUNDING SOURCE:</b> 8150000</p> <p><b>GENERAL FUND IMPACT:</b> NO ADDITIONAL</p>	<p><b>OTHER FUND:</b></p> <p><b>AMOUNT:</b> \$9,554.54    N/A</p>
<p><b>ARE ADDITIONAL PERSONNEL REQUIRED?</b></p> <p><input type="checkbox"/> YES    <input checked="" type="checkbox"/> NO</p> <p>TYPE OF EMPLOYEE NONE</p>	<p><b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b></p> <p><input checked="" type="checkbox"/> YES    <input type="checkbox"/> NO</p> <p><b>IS A BUDGET TRANSFER REQUIRED?</b></p> <p><input type="checkbox"/> YES    <input type="checkbox"/> NO</p>
<p><b>SPACE BELOW FOR CLERK'S USE</b></p>	
<p><b>BOARD ACTION:</b></p> <p><input type="checkbox"/> APPROVED                      <input type="checkbox"/> APPROVED AS AMENDED</p> <p><input type="checkbox"/> ADOPTED                         <input type="checkbox"/> ADOPTED AS AMENDED</p> <p><input type="checkbox"/> DENIED                            <input type="checkbox"/> OTHER</p> <p><input type="checkbox"/> NO ACTION TAKEN</p>	<p><b>SET PUBLIC HEARING FOR:</b></p> <p>_____</p> <p><b>DIRECTION TO:</b> _____</p> <p><b>REFERRED TO:</b> _____</p> <p><b>CONTINUED TO:</b> _____</p> <p><b>AUTHORIZATION GIVEN TO:</b> _____</p>
<p><b>BOARD VOTE:</b>                      <input type="checkbox"/> BY CONSENSUS</p> <p>AYES:</p> <p>ABSTAIN:</p> <p>NOES:</p> <p>ABSENT:</p>	<p>RESOLUTION 2026-_____</p> <p>AGREEMENT 2026-_____</p> <p>ORDINANCE _____</p>
<p><b>COMMENTS:</b></p>   	

_____ CLERK OF THE BOARD	01/20/2026 DATE
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# Memorandum

**To:** Sierra County Board of Supervisors

**From:** Sheryll Prinz-McMillan, Behavioral Health Director

**Reference:** Agenda Item

**Date of Memo:** December 19, 2024

**Date of Board Meeting:** January 7, 2025

**Requested Action:** Authorization to pay an outstanding invoice to Wellspace Hospital in the amount of \$9,554.54 for client services rendered from March through April 2025.

**Mandated by:** N/A

## Funding

**Budgeted?** Yes  No

<b>Revenue</b>	\$ 9,554.54	<b>8150000 Realignment Funds SUD</b>
<b>Expenses</b>	\$ 9,554.54	
<b>Difference</b>	0	

## Background Information:

In March and April 2025, a Behavioral Health substance abuse client was admitted to Wellspace Hospital. At the time, Behavioral Health had active agreements with Wellspace. However, billing for this client was sent to an outdated county email address, and staff did not receive the invoice until it was significantly past due. The services are covered under contract 2024-106 for the 2024/2025 fiscal year, but payment will be made in the 2025/2026 fiscal year. In collaboration with the Auditor's Department, it was determined that Board approval is required for these invoices. Behavioral Health has sufficient funds in the Realignment SUD account.

**The invoice is not attached to this item due to confidentiality.**

**Alternatives or impacts of disapproval:** Sierra County will go into collections for the services and a long-term partnership will be dissolved creating access challenges.

**AGREEMENT FOR  
PROFESSIONAL  
SERVICES**

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and

WELLSPACE HEALTH  
"CONTRACTOR"

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

**OPERATIVE PROVISIONS**

**1. SERVICES.**

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

**2. TERM.**

Commencement Date: July 1, 2024

Termination Date: June 30, 2025

**3. PAYMENT.**

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

**4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.**

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A.4".

**5. ADDITIONAL PROVISIONS.**

Those additional provisions unique to this Agreement are set forth in Attachment "C".

**6. GENERAL PROVISIONS.**

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions. The HIPAA Business Associates Agreement, Attachment F is incorporated by this reference.

**7. DESIGNATED REPRESENTATIVES.**

The Behavioral Health Clinical Director of Sierra County Human Services or Designee is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. A. Jonathan Porteus, PhD, Chief Executive Officer, is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

**8. ATTACHMENTS.**

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment C-1 Additional Provisions SUBG
- Attachment C-2 Additional Provisions DHCS DMC
- Attachment D - General Provisions
- Attachment E - Form of Invoice
- Attachment F - Business Associate Agreement
- Attachment G - Special Terms and Conditions

**9. AGREEMENT DATE.** The Agreement Date is July 1, 2024 as approved by the Sierra County Board of Supervisors.

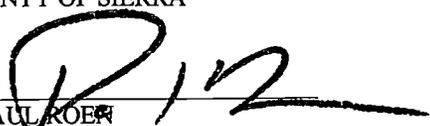
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"

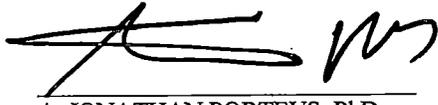
"CONTRACTOR"

COUNTY OF SIERRA

By

  
PAUL ROEM

Chair, Board of Supervisors

  
A. JONATHAN PORTEUS, PhD  
Chief Executive Officer

ATTEST:

APPROVED AS TO FORM:

  
HEATHER FOSTER  
Clerk of the Board

  
RHETTA VANDER PLOG  
County Counsel

## ATTACHMENT A

### A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

**CONTRACTOR** shall provide Clinically Managed Low-Intensity Residential Services (ASAM 3.1) to certain county residents who have been determined by authorized Sierra County Behavioral Health staff, to be in need of treatment of chemical dependency. Such services shall be provided in accordance with the Program Guidelines prepared by the California Department of Health Care Services.

Clinically Managed Low-Intensity Residential Service are defined for the purpose of this contract as a residential facility that provides 24 hour structure with trained personnel with at least 5 hours of clinical service a week and prepare for outpatient treatment. This residential facility provides food, shelter and certain services in a supportive non-drinking or substance using environment for the recovering individual.

The services include but are not limited to:

1. Room and board
2. Group sessions oriented towards addressing issues with substance use disorder.
3. Individual counseling and care coordination.
4. Liaison on behalf of client in utilizing county and private services
5. Other program services in agreement with the purposes and standards as set forth by the California Department of Health Care Services Program Guidelines
6. Administrative services as required by the same State Guidelines

**CONTRACTOR** shall provide Clinically Managed High-Intensity Residential Services (ASAM 3.5) to certain county residents who have been determined by authorized Sierra County Behavioral Health staff, to be in need of treatment of chemical dependency. Such services shall be provided in accordance with the Program Guidelines prepared by the California Department of Health Care Services.

Clinically Managed High-Intensity Residential Service are defined for the purpose of this contract as a residential facility that provides 24 hour care with trained counselors to stabilize multi-dimensional imminent danger and prepare for outpatient treatment. This residential facility provides food, shelter and certain services in a supportive non-drinking or substance using environment for the recovering individual.

The services include but are not limited to:

1. Room and board
2. Group sessions oriented towards addressing issues with substance use disorder.
3. Individual counseling and care coordination.
4. Liaison on behalf of client in utilizing county and private services
5. Other program services in agreement with the purposes and standards as set forth by the California Department of Health Care Services Program Guidelines
6. Administrative services as required by the same State Guidelines

**CONTRACTOR** shall provide Clinically Managed Residential Withdrawal Management Services (ASAM 3.2) who have been determined by authorized Sierra County Behavioral Health staff to be in need of treatment of chemical dependency. Such services shall be provided in accordance with the Program Guidelines prepared by the California Department of Health Care Services Programs.

Clinically Managed Residential Withdrawal Management services are defined for the purpose of this contract as moderate withdrawal but needs 24-hour support to complete withdrawal management and increase likelihood of continuing treatment or recovery. This residential facility provides food, shelter and certain services in a supportive non-drinking or substance using environment for the recovering individual

The services include but are not limited to:

1. Individual counseling oriented towards addressing issues with substance use disorder.
2. Individual counseling and care coordination.
3. Liaison on behalf of client in utilizing county and private services
4. Other program services in agreement with the purposes and standards as set forth by the California Department of Health Care Services Program Guidelines
5. Administrative services as required by the same State Guidelines

It is understood that the COUNTY of Sierra Substance Use Disorder Programs will pay for services provided to persons who have been screened, evaluated and for whom a treatment plan has been developed, in accordance with this Agreement. It is further understood that the COUNTY will reimburse CONTRACTOR for medical treatment and/or prescriptions for those clients who are indigent and ineligible for Medi-Cal only with written prior authorization by the Behavioral Health Director or designated assistant.

CONTRACTOR shall implement a process improvement project as outlined in the Network Improvement of Addiction Treatment (NIATx) model, targeting at least one of the following four NIATx aims:

- Reduced waiting times
- Reduced no-shows
- Increased admissions
- Increased continuation in treatment

**CLIENT RECORDS:**

Contractor shall maintain adequate records on each individual client which shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and contain all data necessary in reporting to the California Department of Health Care Services Programs, including records of client's interviews and progress notes. All records shall be retained by Contractor for ten (10) years or one (1) year beyond the client's reaching majority. These records will be maintained in the strictest confidence in accordance with Division 10.5 Section 11812 of the Health and Safety Code and W&I Code, Section 14124.1. County shall have access to Contractor client records at all times.

Contractor shall maintain complete financial records that clearly reflect the cost of each type of service for which payment is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of services rendered. The Contractor will retain all financial records for at least ten (10) years. County shall have access to these records.

The California Department of Health Care Services Programs, the Behavioral Health Department within the County and/or their appropriate audit agencies shall have the right to inspect or otherwise evaluate the quality, appropriateness and timeliness of services performed and inspect any books and/or records of the Contractor which pertain to the terms and conditions of this Agreement.

**A.2. TIME SERVICES RENDERED.**

During the Contract period.

**A.3. MANNER SERVICES ARE TO BE PERFORMED.**

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

**A.4. FACILITIES FURNISHED BY COUNTY.**

None

**ATTACHMENT B  
 PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

**B.1 BASE CONTRACT FEE.**

Residential Services

Residential Level 3.1 (Daily Rate)	\$214.50
Residential Level 3.5 (Daily Rate)	\$258.50
Withdrawal Management Level 3.2 (Daily Rate)	\$302.50
Care Coordination (15 Minute Rate)	\$48.90

CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. Request for payment shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within sixty (60) days after the Invoice is approved by the County Contract Administrator. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed \$60,000.00 without an amendment to this Agreement approved by the Sierra County Board of Supervisors.

**B.2 MILEAGE.** N/A

**B.3 TRAVEL COSTS.** N/A

**B.4 AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended in writing by both parties in advance of performing additional services.

**B.5 SPECIAL CIRCUMSTANCES.** Additional costs may be incurred up to a maximum of \$500 with approval of the Director of Sierra County Human Services or his/her designee for this agreement.

**B.6 MAXIMUM CONTRACT AMOUNT.** The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	\$60,000.00
B.2	Mileage	N/A
B.3	Travel Costs	N/A
B.4	Authorization Required	N/A
B.5	Special Circumstances	\$500.00
	<b>MAXIMUM CONTRACT AMOUNT</b>	<b>\$60,500.00</b>

**1. Compensation.**

a. Prior to commencement of services, Contractor shall provide a valid, current taxpayer ID number to Sierra County Auditor/Controller at (530) 289-3273. County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract.

**2. Billing.**

Contractor shall bill County for services provided under this Contract as follows: For all services in a calendar month, Contractor shall invoice County by the 10th day of the following calendar month.

**3. Documentation.**

Contractor shall provide, documentation pertaining to client services provided during the month in the form of a monthly progress report sent to the County on the first of each month. The report shall highlight client scheduled attendance, level of participation, treatment plan or updates and continuum/transition plan. When continuing services or extensions are determined medically necessary by a physician based on section 51303, (past 90 days for

residential or 6 months for outpatient) the contractor shall send a written request for extension with updated treatment plan and goals during the extension and a medical necessity form from the physician staffing the identified need.

**4. Payments.**

- a. County shall, within sixty (60) days following receipt of a correct monthly invoice meeting all criteria in this Contract, pay the undisputed charges on the invoice. If there are any disputed charges on the invoice, County shall include the explanation of the nature of the dispute with the payment for the undisputed charges and will provide Contractor with a Notice of Adverse Beneficiary Determination, if applicable. The parties shall exchange any information needed to resolve the dispute within a reasonable time.

**5. Audit Risk.**

- a. In the case that Contractor-provided services are billed by the County to Medi-Cal, Contractor agrees to accept risk for Medi-Cal exceptions related to deficiencies in documentation or any other areas of responsibility to County to the extent allowed by law. Contractor further agrees to be responsible for reimbursing County any revenues to be paid to the State or Federal government, including but not limited to exceptions resulting from Medi-Cal audit, or as identified through utilization review and medical review by insurance carriers or other auditors. Said reimbursements shall include all lost revenues, damages of any kind, costs and attorney fees incurred by the County, and other charges assessed against the County to the full extent allowed by law.
- b. Furthermore, as per County Provider Problem Resolution & Appeal Processes (Outpatient), County shall provide Contractor a process for appealing or disputing Medi-Cal exceptions or deficiencies demonstrated specifically attributable to Contractor by the County. Reimbursement to the County by Contractor shall not be required until the completion of the appeal or dispute resolution process.

**6. County may deduct any such funds from other payments to Contractor if County includes a description of the basis for the deduction with its payment. Withholding Payment.**

- a. In addition to withholding payment due to disputed charges on a Drug Medi-Cal Monthly Summary Invoice, County shall have the right to withhold payment to Contractor under the following conditions:
  - 1) Contractor has not documented or has not sufficiently documented Contractor's services according to client records standards of the industry and any special requirements needed by third party payors or federal or state funding agencies.
  - 2) Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews and/or reviews of records in any form of information storage.
  - 3) Contractor has failed to sufficiently itemize or document the itemized Drug Medi-Cal Monthly Summary Invoice.
  - 4) When, in the opinion of the County and expressed by the County to Contractor in writing, the Contractor's performance, in whole or in part, has not been sufficiently documented.

**ATTACHMENT C**  
**ADDITIONAL PROVISIONS**

The treatment facility shall have the capability of entering treatment data pertaining to treatment provided to Sierra County residents at the facility into the State of California Department of Health Care Services Programs (DHCS) treatment data system. The treatment facility will enter all data pertaining to the client(s) treatment episode(s) into the CalOMS State of California Department of Health Care Services Programs (DHCS) treatment data system, in accordance with state requirements.

The treatment facility shall submit a Drug and Alcohol Treatment Access Report (DATAR) report by the 10<sup>th</sup> of the month following the report activity month in an electronic copy format as provided by DHCS. Contractor must report to [DHCSPerinatal@dhcs.ca.gov](mailto:DHCSPerinatal@dhcs.ca.gov) when they reach or exceed 90 percent of their dedicated capacity within seven days of reaching capacity.

Contractor shall: (i) establish written policies and procedures consistent with the control requirements set forth below; (ii) monitor for compliance with the written procedures; and (iii) be accountable for audit exceptions taken by DHCS for any failure to comply with these requirements:

- a. HSC Division 10.5, Part 2 commencing with Section 11760, State Government's Role to Alleviate Problems Related to the Inappropriate Use of Alcoholic Beverages and Other Drug Use.
- b. HSC Division 10.5, Part 2, Chapter 7.1 Certification of Alcohol and Other Drug Programs commencing with Section 11832.
- c. CCR, Title 9, Division 4, commencing with Chapter 1 (herein referred to as Title 9).
- d. Government Code (GC), Title 2, Division 4, Part 2, Chapter 2, Article 1.7, Federal Block Grant Funds.
- e. GC, Title 5, Division 2, Part 1, Chapter 1, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, commencing with Section 53130.
- f. United State Code (USC), Title 42, Chapter 6A, Subchapter XVII, Part B, Subpart ii, commencing with Section 300x-21, Block Grants for Prevention and Treatment of Substance Use.
- g. Code of Federal Regulations (CFR), Title 45, Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- h. Title 5, CFR Part 96, Block Grants.
- i. Title 42, CFR Part 2, Confidentiality of Substance Use Disorder Patient Records.
- j. Title 42, CFR, Part 8, Medication Assisted Treatment for Opioid Use Disorders.
- k. CFR, Title 21, Chapter II, Drug Enforcement Administration, Department of Justice.
- l. State Administration Manual (SAM), Chapter 7200, General Outline of Procedures.

Contractors that provide outpatient SUD treatment services shall obtain Alcohol and Other Drug (AOD) Program Certification by January 1, 2025 through DHCS' Licensing and Certification Division. This new requirement has been set forth in accordance with a recent update to Cal. Health & Safety Code § 11832 for all outpatient SUD treatment programs that provide SUD treatment services.

Contractors shall comply with the AOD Program Certification Standards for all outpatient Substance Use Disorder (SUD) treatment programs. Alcohol and other Drug Program Certification Standards

**Americans with Disabilities Act**

Contractor agrees to ensure that deliverables developed and produced, pursuant to this agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as

amended (29 U.S.C. §794 (d), and regulations implementing that as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

**Restriction on Salaries**

CONTRACTOR agrees that no part of any federal funds provided under this Contract shall be used by the CONTRACTOR to pay the salary and wages of an individual at a rate in excess of Level II of the Executive Schedule, as found online at: [https://grants.nih.gov/grants/policy/salcap\\_summary.htm](https://grants.nih.gov/grants/policy/salcap_summary.htm)

CONTRACTOR's SUD Medical Director shall receive 5 hours of continuing medical education in addiction medicine annually in accordance with 22 CCR § 51341.1 (b) (28) (A) (iii).

**42 CFR 54 – Charitable Choice regulations applicable to States receiving Substance Abuse Prevention and Treatment Block Grants and/or Projects for Assistance in Transition from Homelessness Grants 54.1 - 54.13**

**54.9 Assurances and State oversight of the Charitable Choice requirements**

In order to ensure that States receiving grant funding under the SAPT block grant and PATH formula grant programs comply with the SAMHSA Charitable Choice provisions and provide oversight of religious organizations that provide substance abuse services under such programs, States are required as part of their applications for funding to certify that they will comply with all of the requirements of such provisions and the implementing regulations under this part, and that they will provide such oversight of religious organizations.

**54.12 Treatment of intermediate organizations.**

If a nongovernmental organization (referred to here as an “intermediate organization”), acting under a contract or other agreement with the Federal Government or a State or local government, is given the authority under the contract or agreement to select nongovernmental organizations to provide services under any applicable program, the intermediate organization shall have the same duties under this part as the government. The intermediate organization retains all other rights of a nongovernmental organization under this part and the SAMHSA Charitable Choice provisions.

**Federal and State Regulations**

When a request for Covered Services is made by an eligible beneficiary, Contractor shall initiate services with reasonable promptness. Contractor shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding wait times and appointments.

Contractor shall comply with all terms and conditions of this Contract and all pertinent state and federal laws and regulations.

**Services Sites**

1. Contractor shall obtain and maintain DMC certification of the site(s) at which services are provided or may be provided as required by the California Department of Health Care Services (DHCS).
2. Contractor site(s) where DMC services are provided must be certified in accordance with Drug Medical regulations and the Americans with Disabilities Act (ADA) and an official fire clearance must be present at each site.
3. Contractor shall provide the services required by this Contract during hours that are in the best interest of County's clients and, within this parameter, Contractor may determine the appropriate availability and hours of its operations.

4. Contractor agrees to provide all necessary tools, equipment, materials, and supplies necessary for the performance of the services under this Contract. Contractor shall also be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, bonds or taxes required of or imposed against Contractor and all other Contractor's costs of doing business. County shall not be responsible for any expenses incurred by Contractor in performing services for County.

#### **Reporting**

1. Contractor shall establish and maintain, at Contractor's cost, a computer system fully compliant with HIPAA transactions and Codeset standards as well as the DHCS CalOMS Data Collection standards, as necessary, for the submission of information required under the terms and conditions of this Contract, including, but not limited to the submission of CalOMS treatment admission and discharge data, including client demographic data.
2. Contractor will be responsible for the accuracy of all data and information which Contractor provides to County or State, ensuring that all services are performed appropriately within the Federal, State, and County guidelines, regulations, code, statutes, and law, including, but not limited to administration, utilization review, documentation, and staffing.
3. Contractor shall be solely liable and responsible for all data and information submitted by Contractor to County or State in support of claims for services that may be based on data and information submitted by Contractor. Contractor shall process all service data requests within the time frame prescribed by the County and/or State. County shall have no liability for Contractor's failure to comply with County and/or State time frames.
4. Upon request by County, Contractor shall provide to County within seven (7) days of the request, any and all client progress report(s), along with County authorization form(s) properly executed by the client(s).

#### **Auditing**

1. Contractor shall maintain an audit file of all records pertaining to this Contract for a period of five years after the duration date of this Contract, or until final resolution of any audits, whichever occurs later.
2. Contractor agrees to maintain and preserve, until three years after termination of agreement and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.
3. County will periodically evaluate Contractor's program units of service for the purpose of assessing the reasonableness of the County's payment for services provided. Contractor will be provided reasonable notice if additional contractual and/or service delivery issues are to be reviewed. Contractor is expected to prepare and provide to County the necessary reports and other analysis to adequately explain Contractor's use of funds.

## Exhibit C-1 Additional Provisions SUBG

### 1. Additional Restrictions

This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Agreement in any manner.

### 2. Hatch Act

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

### 3. No Unlawful Use or Unlawful Use Messages Regarding Drugs

County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, county agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

### 4. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

### 5. Debarment and Suspension

County shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The County shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001. If a county subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

### 6. Restriction on Purchase of Sterile Needles

No SUBG funds made available through this Agreement shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. DHCS has allowed SUBG funds to support existing Syringe Services Programs (SSP) or to establish new SSPs; reference Enclosure 5 for allowable costs related to SSP. **No federal funds can be used to purchase sterile needles or syringes.**

### 7. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Agreement is subject to HIPAA, county shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit E, DHCS and county shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit E for additional information.

#### A. Trading Partner Requirements

1. No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition, or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).
2. No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).
3. No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).
4. No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

#### B. Concurrence for Test Modifications to HHS Transaction Standards

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, county agrees that it will participate in such test modifications.

#### C. Adequate Testing

County is responsible to adequately test all business rules appropriate to their types and specialties. If the county is acting as a clearinghouse for enrolled providers, county has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

#### D. Deficiencies

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the county is acting as a clearinghouse for that provider. When county is a clearinghouse, county agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

#### E. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.

#### F. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Agreement. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

#### 8. Nondiscrimination and Institutional Safeguards for Religious Providers

County shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

#### 9. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.

#### 10. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Agreement shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at: <https://thinkculturalhealth.hhs.gov/clas/standards>

#### 11. Intravenous Drug Use (IVDU) Treatment

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

#### 12. Tuberculosis Treatment

County shall ensure the following related to Tuberculosis (TB):

- A. Routinely make available TB services to individuals receiving treatment.
- B. Reduce barriers to patients' accepting TB treatment.
- C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

#### 13. Trafficking Victims Protection Act of 2000

County and its subcontractors that provide services covered by this Agreement shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

#### 14. Tribal Communities and Organizations

County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the county geographic area. County shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the county.

#### 15. Marijuana Restriction

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. §75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

#### 16. Participation of County Behavioral Health Director's Association of California

The County AOD Program Administrator shall participate and represent the county in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services. The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

#### 17. Adolescent Best Practices Guidelines

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure The Adolescent Best Practices Guidelines can be found at:  
[https://www.dhcs.ca.gov/Documents/CSD\\_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOC TOBER2020.pdf](https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOC TOBER2020.pdf)

#### 18. Byrd Anti-Lobbying Amendment (31 USC 1352)

County certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. County shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

#### 19. Nondiscrimination in Employment and Services

County certifies that under the laws of the United States and the State of California, county will not unlawfully discriminate against any person.

#### 20. Federal Law Requirements:

A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

B. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

D. Age Discrimination in Employment Act (29 CFR Part 1625).

E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

F. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

H. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

I. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.

J. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

K. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

L. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

21. State Law Requirements:

A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

C. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

D. No federal funds shall be used by the county or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the county or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

22. Additional Restrictions

A. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

B. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Agreement in any manner.

23. Information Access for Individuals with Limited English Proficiency

A. County shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

B. County shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

24. Subcontract Provisions

County shall include all of the foregoing Part II general provisions in all of its subcontracts. These requirements must be included verbatim in contracts with subrecipients and not through documents incorporated by reference.

Exhibit C-2 Additional Provisions (DHCS – DMC)

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by Congress, or any statute enacted by Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. No Unlawful Use or Unlawful Use Messages Regarding Drugs

The Contractor agrees that information produced through these funds, and which pertains to drug- and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug- and alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, the Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

C. Noncompliance with Reporting Requirements

The Contractor agrees that DHCS has the right to withhold payments until the Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III – Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

D. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Contract is subject to HIPAA, the Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and the Contractor shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit F for additional information.

1. Trading Partner Requirements

a) No Changes. The Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Department of Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

b) No Additions. The Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

c) No Unauthorized Uses. The Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 CFR 162.915 (c)).

d) No Changes to Meaning or Intent. The Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

The Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, The Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

The Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, the Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

#### 4. Deficiencies

The Contractor agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, then the Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

#### 5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

#### 6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

#### E. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, Division 4, Chapter 8 (Document 3H).

#### F. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each DMC provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

#### G. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 USC 7104(g)), as amended by section 1702 of Pub. L. 112-239.

#### H. Tribal Communities and Organizations

The Contractor shall regularly assess (e.g. review population information available through Census Bureau, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

#### I. Perinatal Practice Guidelines

The Contractor will follow the guidelines in Document 1G, "Perinatal Practice Guidelines," in developing and implementing perinatal treatment and recovery programs funded under this Exhibit, until new Perinatal Practice Guidelines are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

J. Adolescent Substance Use Disorder Best Practices Guidelines

The Contractor will follow the guidelines in Document 1V, "Adolescent Substance Use Disorder Best Practice Guidelines," in developing and implementing youth treatment programs funded under this Exhibit. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

K. Nondiscrimination in Employment and Services

By signing this Contract, the Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, the Contractor will not unlawfully discriminate against any person.

L. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act of 1990 (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246, 42 USC 2000e et seq., and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

M. State Law Requirements:

1. Fair Employment and Housing Act (Government Code, section 12900 et seq.) and the applicable regulations promulgated thereunder (2 Cal. Code Regs. 10000 et seq.).

2. Title 2, Division 3, Part 1, Chapter 1, Article 9.5 of the Government Code, commencing with section 11135.
3. Title 9, Division 4, Chapter 8 of the Cal. Code Regs., commencing with Section 13060.
4. No state, federal, or County Realignment funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
6. Welfare & Institution Code sections 14184.402, 14184.403 and 14059.5.

N. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

P. Other services approved by a State Plan amendment or waiver authorizing federal financial participation.

Q. Subcontract Provisions

The Contractor shall include the foregoing Part II general provisions in all of its subcontracts.

The Contractor shall comply with 45 CFR 162.410(a)(1). For purposes of this paragraph, a covered health care provider shall have the same definition as a covered entity set forth in 45 CFR 160.103.

Contractor must be DMC certified prior to the Contractor delivering DMC services under this Contract at the provider sites.

Contractor providing perinatal DMC services must comply with the requirements contained in Title 22, Section 51341.1, Services for Pregnant and Postpartum Women.

Contractor providing covered services are to be licensed, registered, DMC enrolled, and/or approved in accordance with applicable laws and regulations. Contractor shall comply with the following regulations and guidelines, including, but not limited to:

- a) Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8.
- b) Title 22, California Code Regulations (Cal. Code Regs.), Sections 51341.1, 51490.1, and 51516.1, (Document 2C).
- c) Minimum Quality Treatment Standards, (Document 2F(a)).
- d) Title 9, Cal. Code Regs., Div. 4, Chapter 4, Subchapter 1, Sections 10000, et seq.
- e) Title 22, Cal. Code Regs., Div. 3, Chapter 3, Sections 51000, et seq.

In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.

f) All federal and State civil rights laws prohibiting the unlawful discrimination of individuals on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

**ATTACHMENT D  
GENERAL PROVISIONS**

**D.1 INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

**D.1.1** CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

**D.1.2** CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

**D.1.3** CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

**D.1.4** CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

**D.1.5** The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

**D.1.6** The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

**D.1.7** COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

**D.1.8** The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

**D.1.9** CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

**D.2 LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

**D.3 CHANGE IN STATUTES OR REGULATIONS.** If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

**D.4 TIME.** CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

**D.5 INSURANCE.**

**D.5.1** Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

Yes **D.5.1.1** Commercial general liability insurance that includes coverage for premises liability, products and completed operations, contractual liability, personal injury and advertising liability, abuse, molestation, sexual actions, and assault and battery, with minimum coverage amounts for bodily injury or property damage of not less than one million (\$1,000,000) per occurrence. CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

Yes **D.5.1.2** Commercial or business automobile liability insurance covering all owned vehicles, hired or leased vehicles, non-owned vehicles, and borrowed and permissive uses, with minimum coverage amounts for bodily injury or property damage of not less than one million dollars (\$1,000,000) per occurrence.

Yes **D.5.1.3** Workers' compensation insurance, as required by law. Notwithstanding subdivision (b) of section 3700 of the Labor Code, a certificate of self-insurance obtained pursuant to that subdivision does not satisfy this requirement.

Yes **D.5.1.4** Employer's liability insurance, with minimum coverage amounts for bodily injury or disease of not less than one hundred thousand dollars (\$100,000) per occurrence.

Yes **D.5.1.5** Professional liability and errors and omissions insurance that includes an endorsement for contractual liability, with minimum coverage amounts of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. If applicable, the contract shall include an endorsement for defense and indemnification of any government entity with which the licensee has contracted.

**D.5.2** The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

**D.5.3** In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

**D.5.4** The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

**D.5.5** The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject

to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

**D.5.6** Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

County of Sierra  
Auditor/Risk-Manager  
P.O. Drawer 425  
Downieville, CA 95936

**D.5.7** CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

**D.5.8** COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

**D.5.9** Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

**D.6 INDEMNITY.** CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors.

**D.7 CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

**D.8 ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

**D.9 PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

**D.10 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

**D.11 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

**D.12 TAXES.** CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

**D.13 TERMINATION.** COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

**D.13.1.1** CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

**D.13.1.2** COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed One Thousand Dollars (\$1,000). Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

**D.13.2** CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

**D.14 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

**D.15 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**D.16 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

**D.17 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

**D.18 ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

**D.19 MINOR AUDITOR REVISION.** In the event the Sierra County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

**D.20 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**D.21 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

**D.21.1 NUMBER AND GENDER.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**D.21.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**D.22 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**D.23 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**D.24 MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**D.25 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**D.26 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**D.27 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**D.28 VENUE.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Sierra, State of California.

**D.29 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**D.30 CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

**D.31 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.

**D.32 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

**D.33 CORPORATE AUTHORITY.** If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

**D.34 CONFLICT OF INTEREST.**

**D.34.1 LEGAL COMPLIANCE.** CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

**D.34.2 ADVISEMENT.** CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

**D.34.3 ADMONITION.** Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

**D.35 NONDISCRIMINATION.** During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing

Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

**D.36 DRUG-FREE WORK PLACE.** By signing this contract the County certifies that the County will comply, and require that subcontractors comply, with the requirement of the Drug-Free Work Place Act of 1990 (*Government Code* Section 8350 et seq.) and will provide a drug-free work place.

**D.37 JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

**D.38 TAXPAYER I.D. NUMBER.** The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

**D.39 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":  
Board of Supervisors  
County of Sierra  
Post Office Drawer D  
Downieville, CA 95936

With a copy to:  
Sierra County Human Services  
P.O. Box 265  
Loyalton, CA 96118

If to "CONTRACTOR":  
WellSpace Health  
A. Jonathan Porteus, PhD  
Chief Executive Officer  
1500 Expo Parkway  
Sacramento, CA 95815



**SIERRA COUNTY**

**Business Associates Agreement**

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This Agreement is entered into this 1st day of July, 2024, by and between the County of Sierra doing business by and through the Sierra County Department of Health and Human Services (collectively referred to herein as the "County" and WellSpace Health, referred to herein as the "Business Associate")

**Recitals**

**WHEREAS**, County has heretofore or contemporaneously with the execution of this Agreement entered into an Agreement for Professional Services (the "Professional Services Agreement") whereby Business Associate provides certain services to County and its clients and citizens which involves the access and use of certain information pertaining to individuals which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-101 (referred to herein as "HIPAA") and the regulations adopted pursuant to the Act; and

**WHEREAS**, pursuant to the Professional Services Agreement County will make available and/or transfer to Business Associate, and/or Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the County; and

**WHEREAS**, such information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including without limitation, 45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 – 1320d-8] and the terms of this Agreement, or more stringent provisions of the law of the State of California.

**NOW THEREFORE**, In consideration of the obligations, benefits and compensation provided to Business Associate under the provisions of the Professional Services Agreement and in order to ensure that said Agreement remains valid and complies with HIPAA, the parties agree as follows:

1. As used herein and with reference to the obligations under HIPAA, Protected Health Information ("PHI") shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials of any nature or form, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or 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 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. PHI shall include but not be limited to individually identifiable information received from or on behalf of the County as more fully defined in 45 CFR § 164.501, and any amendments thereto.
2. County shall provide to Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.
3. Business Associate agrees that it shall not receive, create, use or disclose PHI except as follows:
  - a. (1) solely for meeting its obligations as set forth in the Professional Services Agreement and any other agreements between the Parties evidencing their business relationship or  
(2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent

- with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;
- b. If necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, PHI may only be disclosed to another person/entity for such purposes if:
    - Disclosure is required by law; or
    - Where Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
    - Person agrees to notify Business Associate of any breaches of confidentiality;
  - c. To permit Business Associate to provide data aggregation services relating to the health care operations of the County.
4. Business Associate and County agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.
  5. Business Associate will establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI.
  6. Business Associate agrees that it shall immediately report to County any unauthorized uses/disclosures of which it becomes aware, and shall take all reasonable steps to mitigate the potentially harmful effects of such breach.
  7. Business Associate hereby indemnifies County and agrees to hold County harmless from and against any and all losses, expense, damage or injury that County may sustain as a result of, or arising out of, Business Associate's, or its agent's or subAgreementor's, unauthorized use or disclosure of PHI.
  8. Business Associate shall carry comprehensive general liability insurance.
  9. Business Associate shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior notice to County of any subcontractors or agents who are to be given access to PHI.
  10. Business Associate shall make all PHI and related information in its possession available as follows:
    - a. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524 and any subsequent amendments to the regulations;
    - b. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528 and any subsequent amendments to the regulations.
  11. Business Associate shall make PHI available to County to fulfill County's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by County, incorporate any amendments or related statements into the information held by Business Associate and any subcontractors or agents.

12. Business Associate agrees to make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of County available to the U.S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the privacy regulations, and any amendments thereto.
13. Upon termination of this Agreement, Business Associate agrees, at the option of County, to return or destroy all PHI created or received from or on behalf of County. Business Associate agrees that it will not retain any copies of PHI except as required by law. If PHI is destroyed, Business Associate agrees to provide County with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, Business Associate agrees to extend the protections of this Agreement to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.
14. The PHI and any related information created or received from or on behalf of County is and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.
15. Notwithstanding anything in this Agreement to the contrary, County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties if County determines that Business Associate has violated any material term of this Agreement. If County reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, County gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to County that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties. In the event of termination as described in this Paragraph, County shall have the right to contract for replacement service through another entity or provider, with Business Associate responsible for paying any difference in cost.
16. Notwithstanding any rights or remedies under this Agreement or provided by law, County retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Business Associate, any of its subcontractors or agents, or any third party who has received PHI from Business Associate.
17. This Agreement shall be binding on the parties and their successor, but neither party may assign the agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
18. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.
19. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.
20. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To County: County of Sierra  
Department of Human Services  
P.O. Box 265  
Loyalton, CA 96118

To Contractor: WellSpace Health  
A. Jonathan Porteus, PhD  
1500 Expo Parkway  
Sacramento, CA 95815

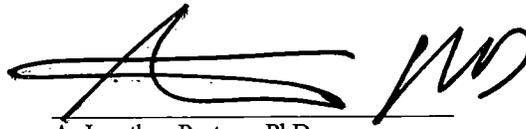
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

“COUNTY”

“CONTRACTOR”

COUNTY OF SIERRA

  
Paul Roen, Chair  
Sierra County Board of Supervisors

  
A. Jonathan Porteus, PhD  
Chief Executive Officer  
WellSpace Health

ATTEST:

APPROVED AS TO FORM:

  
Heather Foster  
Clerk of the Board

  
Rhett Vander Ploeg  
County Counsel

## Special Terms and Conditions

### Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal

Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

#### **Travel and Per Diem Reimbursement**

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

## **Procurement Rules**

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

### **a. Equipment/Property definitions**

Wherever the term equipment and/or property is used, the following definitions shall apply:

(1) **Major equipment/property:** A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

**b. Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

**c. Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

(1) Equipment/property purchases shall not exceed \$50,000 annually.

To secure equipment/property above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

(2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

**Equipment/Property Ownership / Inventory / Disposition**

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

- (1) Reporting of Equipment/Property Receipt - DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager.

- (2) Annual Equipment/Property Inventory - If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

- (b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

- (c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

- c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.

e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

**g. Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in

effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

**Automobile Liability Insurance**

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
- [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).
  - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
  - [3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

### **Subcontract Requirements**

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) DHCS may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,

(b) A State college or State university from any State,

(c) A Joint Powers Authority,

(d) An auxiliary organization of a California State University or a California community college,

(e) A foundation organized to support the Board of Governors of the California Community Colleges,

(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

(g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,

(h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>

b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.

- e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services: "(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

#### **Income Restrictions**

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

#### **Audit and Record Retention**

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and

interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)

d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

(2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular threeyear period, whichever is later.

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

#### **Site Inspection**

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

#### **Termination**

##### **a. For Cause**

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may

require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State shall pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

**b. For Convenience**

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least ninety (90) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

**Intellectual Property Rights**

**a. Ownership**

(1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital

images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.

(4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

**b. Retained Rights / License Rights**

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other

Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**c. Copyright**

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**d. Patent Rights**

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

**e. Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or thirdparty's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

**f. Warranties**

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.

(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) DHCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**g. Intellectual Property Indemnity**

(1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the

representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

(2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes noninfringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

#### **h. Federal Funding**

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

#### **i. Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

#### **Air or Water Pollution Requirements**

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

#### **Prior Approval of Training Seminars, Workshops or Conferences**

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

#### **Confidentiality of Information**

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

### **Financial and Compliance Audit Requirements**

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
- (1) **If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement;** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or
- (2) **If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement,** the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or
- (3) **If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90) and expends \$750,000 or more in Federal awards,** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
- (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
- (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- (4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and

Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for Audit of Government Organizations, Programs, Activities and Functions, better known as the "yellow book".

#### **Debarment and Suspension Certification**

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.
  - (6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
  - (7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

#### **Smoke-Free Workplace Certification**

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are

constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

#### **Officials Not to Benefit**

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

#### **Public Communications**

"Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

A. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."



# Memorandum

**To:** Sierra County Board of Supervisors  
**From:** Sheryll Prinz-McMillan, Behavioral Health Director  
**Reference:** Agenda Item  
**Date of Memo:** 1/9/2026  
**Date of Board Meeting:** 1/20/2026

**Requested Action:** Agreement between the California Mental Health Services Authority (CalMSHA), and the County of Sierra for participation in external quality review and performance improvement projects, in an amount not-to-exceed \$17,280.00 for the FY for the term of 2025/2026 reporting year.

**Mandated by:** N/A

## Funding

**Budgeted?** Yes X No

<b>Revenue</b>	\$ 17,280.00	
<b>Expenses</b>	\$ 17,280.00	
<b>Difference</b>	0	

## Background Information:

The California Mental Health Services Authority (CalMHSA) is a collaborative agency established by California counties to partner with the state in improving behavioral health care for all residents.

CalMHSA pools resources, builds partnerships, and applies technical expertise for the benefit of counties. It develops strategies and programs to enhance community mental health, encourage innovation, and better serve vulnerable populations.

As part of the Mental Health Plan, the State of California has established additional regulations for Behavioral Health Departments. An External Quality Review Organization (EQRO) is required to conduct reviews using performance improvement project matrices. The EQRO evaluates the quality and timeliness of mental health plans, with a focus on specialty mental health services. These reviews result in performance improvement projects, which are initiatives designed to enhance specific administrative or clinical performance and improve access to and quality of services. EQRO reviews include site visits, focus groups, and data analysis. Mental Health Plans must maintain at least two active performance improvement projects at all times, addressing both clinical and non-clinical areas. The Compliance Committee and the Behavioral Health Advisory Board will play key roles in this external quality review and in guiding the PIPs.

**Alternatives or impacts of disapproval:** Non-compliance in the Mental Health Plan. Furthermore, the State of California has shifted from non-compliance to enforcement, now permitting financial sanctions on counties.

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
PARTICIPATION AGREEMENT  
HEDIS PERFORMANCE MEASUREMENT  
MEASUREMENT YEAR 2025/REPORTING YEAR 2026

COVER SHEET

Sierra County (“Participant”) desires to participate in the HEDIS Performance Measurement Program (“Program”) offered by the California Mental Health Services Authority (“CalMHSA”) on the terms provided in this Participation Agreement (“Agreement”). Participant acknowledges that the Program also will be governed by CalMHSA’s Joint Powers Agreement and its Bylaws, as well as the terms of the JPA-Business Associate Agreement executed between the parties, which is incorporated herein by reference. The Agreement is effective on January 1, 2025, through December 31, 2029 (“Term”). The following exhibits are attached and form part of this Agreement:

- Exhibit A Detailed Program Description, Requirements, Restrictions
- Exhibit B General Terms and Conditions

1. **Summary of Program:** CalMHSA is offering the following Program to Counties:

This is a multi-year Agreement to support counties in the calculation, reporting, and monitoring of Behavioral Health Accountability Set (“BHAS”) measures under the Program. The Agreement will be amended annually to include new and/or updated reporting requirements for subsequent Measurement Years. Currently this Agreement only addresses the deliverables associated with Measurement Year 2025/Reporting Year 2026. Participants have the option of selecting a Simple or Enhanced deliverable bundle, as described below, depending on their county’s needs.

2. **Funding:** The Program requires the following funding and payments:

Participant will pay a fixed fee for Services delivered in the total amount of \$17,280.00. CalMHSA will invoice Participant directly for the Services. Fifty percent (50%) of the total fee shall be due and payable upon execution of this Agreement, which amount shall be non-refundable, and the remaining fifty percent (50%) shall be due and payable upon completion of the Services delivered. Payment for all invoices shall be made within thirty (30) days of receipt.

Authorized Signatures:

**CalMHSA**

Signed: \_\_\_\_\_ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: \_\_\_\_\_

**Participant:**

Signed: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

Title: Board of Supervisors/ CAO Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

Title: County Counsel Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

Title: Director of Behavioral Health Date: \_\_\_\_\_

## Participation Agreement

### EXHIBIT A – Detailed Program Description, Obligations, Restrictions

#### Detailed Program Description:

The Program will support the Participant in meeting the BHAS Healthcare Effectiveness Data and Information Set (“HEDIS”) reporting requirements for Measurement Year (“MY”) 2025/Reporting Year (“RY”) 2026.

This Agreement will be amended on an annual basis to add information regarding and/or Services related to future Measurement Years. In keeping with HIPAA and National Committee of Quality Assurance (“NCQA”) HEDIS reporting compliance regulations and data retention guidelines, all data received by CalMHSA through this Agreement will be retained by CalMHSA for a period not to exceed six years after the Measurement Year in which the data is received. All data will be destroyed after it has been retained for six years.

#### MY25/Ry 26 Required BHAS Measures\*:

##### Mental Health Plan (“MHP”) Measures:

- Follow-Up After Emergency Department for Mental Illness (“FUM”);
- Follow-Up After Hospitalization for Mental Illness (“FUH”);
- Use of First Line Psychosocial Care for Children and Adolescents on Antipsychotics (“APP”);
- Adherence to Antipsychotic Medications for Individuals with Schizophrenia (“SAA”).

##### Drug Medi-Cal Organized Delivery System (“DMC-ODS”) Measures:

- Follow-Up After Emergency Department Visit for Alcohol and Other Drug Abuse or Dependence (“FUA”);
- Pharmacotherapy of Opioid Use Disorder (“POD”);
- Use of Pharmacotherapy for Opioid Use Disorder (“OUD”);
  - SAMHSA is the measure steward.
- Initiation and engagement of Substance Use Disorder Treatment (“IET”).

**\*Please Note:** CalMHSA will only calculate the measures that are required reporting for the Participant’s Behavioral Health Plan.

#### Obligations:

##### CalMHSA shall:

- Be certified as an NCQA-Certified Vendor for all NCQA MY 25 measures/Ry 26.
- Produce HEDIS measures results based on MY 2025 specifications using data provided by the Participant.
- Accept required data files from Participant via secure file transfer.

- Complete all deliverables included with the purchase of a Simple or Enhanced Bundles for MY 2025/R Y 2026 as detailed in Table 1, below.
- For Participants utilizing SmartCare:
  - Extract relevant MMEF, MHP and DMC-ODS services and/or 837 claims data from SmartCare EHR.

<b>TABLE 1</b>			
<b>Included in the following Bundles:</b>	<b>Deliverables #</b>	<b>Deliverable Title</b>	<b>Description</b>
<ul style="list-style-type: none"> <li>○ Simple</li> <li>○ Enhanced</li> </ul>	1	MY25 HEDIS/R Y 26 Audit Support	<p>CalMHSA will apply certified logic to data provided by the Participant to calculate the required BHAS measures for annual EQRO audit deliverables and DHCS requirements. CalMHSA will produce and submit the following deliverables directly to the EQRO and will also share with the Participant:</p> <ul style="list-style-type: none"> <li>• Preliminary and final rates via an aggregated Rate Reporting Template (“RRT”)</li> <li>• Member-level details (“MLD”) files used for primary source verification. “MLD” files will also be shared directly with the county via secure file share.</li> <li>• Back-end table screenshots of selected EQRO cases for primary source verification (front-end EHR screenshots are not included in this offering).</li> </ul>
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**Participant shall:**

- Provide required data for HEDIS analysis as described in the table below.
  - For the highest percent data completion on Plan Data Feed, counties should submit monthly Plan Data Feed files.
- Submit files in the table below without a nested folder structure.
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- Agree to be bound by the terms of the NCQA End User License Agreement (“EULA”) available at <https://wpcdn.ncqa.org/www-prod/wp-content/uploads/End-User-License-Agreement-Measure-Cert.pdf>. By signing this Agreement, Participant acknowledge that it has read, understood, and agrees to be bound by such EULA, including any updates thereto.
- Grant CalMHSA the right to use any data provided or generated in accordance with the terms of the applicable Business Associate Agreement.
- Communicate all questions and concerns to CalMHSA via [ManagedCare@calmhsa.org](mailto:ManagedCare@calmhsa.org).

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\*MY25 Data Time Period: Services & eligibility data from January 1, 2024 through December 31, 2025. Under this PA, counties may submit data outside of this date range, in order to prepare for MY26 calculations.

**Program Restrictions:**

- Timelines and technical requirements may need adjusting due to unique circumstances.

**Participation Agreement**  
**EXHIBIT B - General Terms and Conditions**

**I. Definitions**

The following words, as used throughout this Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
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**II. Responsibilities**

- A. Responsibilities of CalMHSA:
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**III. Amendment.** This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by an authorized representative of both parties.

**IV. Withdrawal, Cancellation, and Termination**

- A. Participant may withdraw from the Program and terminate the Agreement upon six (6) months' written notice to CalMHSA, to the attention of the Executive Director. Notice shall be deemed served on the date of mailing.
- B. CalMHSA may terminate, cancel, change, or limit the Program due to circumstances, including but not limited to, lack of County participation, government restrictions, issues with vendors or their services/platforms/products, lack of funding, governmental funding changes, inability to provide the Program due to vendor(s), regulatory changes, force majeure, or other issues.
- C. If applicable, upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising under the Program shall be returned to Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for any portal or platform, ongoing services etc. are not subject to such reversion (subject to applicable laws). Unused funds that were paid for by a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed to a particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them per the Program.

**V. Fiscal Provisions.** Participant will pay a fixed fee for Services delivered in the total amount of \$17,280.00. CalMHSA will invoice Participant directly for the Services. Fifty percent (50%) of the total fee shall be due and payable upon execution of this Agreement, which amount shall be non-refundable, and the remaining fifty percent (50%) shall be due and payable upon completion of the Services delivered. Payment for all invoices shall be made within thirty (30) days of receipt of the applicable CalMHSA invoice.

Deliverable Bundle	Cost	Select Bundle with X
MHP Simple Bundle	\$17,280.00	X
MHP Enhanced Bundle	\$25,920.00	
<b>Total</b>	<b>\$17,280.00</b>	

**VI. Indemnification.**

- A. Indemnification.** To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney’s fees, arising out of or resulting from the indemnifying party’s negligence or willful conduct in the performance of its obligations under this Agreement, including the performance of the other’s subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.
- B. No Responsibility for Mental Health Services.** CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, “mental health services”). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant’s acts or omissions in connection with the provision of mental health services.

**VII. Notice**

All notices under this Participation Agreement shall be provided by personal delivery, nationally recognized courier service or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid; AND by email. All notices shall be provided to the respective party at the addresses and email addresses set forth below and shall be deemed received upon the relevant party’s receipt.

Either party may change its designee for notice by giving notice of the same and their relevant address information.

**If to CalMHSA:**

Name: Brandon Connors	Position: Director of Contract Management & Legal Counsel
Address: 1610 Arden Way, Suite 175 Sacramento, CA 95815	Telephone: (888) 210-2515
Email: brandon.connors@calmhsa.org	
CC Email to Name: Randall Keen, Manatt	Email: RKeen@manatt.com

**If to Participant:**

Name: \_\_\_\_\_ Position: Director of Mental Health

11639-SIE-QM-25\_26  
HEDIS Performance Measurement  
Sierra County  
January 9, 2026

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

CC Email to Name: \_\_\_\_\_

Email: \_\_\_\_\_

**SIERRA COUNTY BOARD OF SUPERVISORS'  
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

<p><b>MEETING DATE:</b> 1/20/2026</p> <p><b>DEPARTMENT:</b> Behavioral Health</p> <p><b>PHONE NUMBER:</b> 530-993-6717</p> <p><b>REQUESTED BY:</b> Sheryll Prinz-McMillan</p>	<p><b>TYPE OF AGENDA ITEM:</b></p> <p><input checked="" type="checkbox"/> REGULAR    <input type="checkbox"/> CONSENT    <input type="checkbox"/> TIMED</p> <hr/> <p><b>SUPPORTIVE DOCUMENT ATTACHED:</b></p> <p><input type="checkbox"/> RESOLUTION    <input checked="" type="checkbox"/> MEMO</p> <p><input checked="" type="checkbox"/> AGREEMENT    OTHER _____</p>
<p><b>AGENDA ITEM:</b></p> <p>Agreement between the California Mental Health Services Authority (CalMHSA) and County of Sierra for participation in the Healthcare Effectiveness Data and Information Set (HEDIS) program, in an amount not to exceed \$17,280, for Fiscal Year 2025/2026.</p>	
<p><b>BACKGROUND INFORMATION:</b></p> <p>See attached memo.</p>	
<p><b>FUNDING SOURCE:</b> 0515670</p> <p><b>GENERAL FUND IMPACT:</b> NO ADDITIONAL</p>	<p><b>OTHER FUND:</b></p> <p><b>AMOUNT:</b> \$                      N/A</p>
<p><b>ARE ADDITIONAL PERSONNEL REQUIRED?</b></p> <p><input type="checkbox"/> YES    <input checked="" type="checkbox"/> NO</p> <p>TYPE OF EMPLOYEE NONE</p>	<p><b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b></p> <p><input checked="" type="checkbox"/> YES    <input type="checkbox"/> NO</p> <p><b>IS A BUDGET TRANSFER REQUIRED?</b></p> <p><input type="checkbox"/> YES    <input checked="" type="checkbox"/> NO</p>
<p><b>SPACE BELOW FOR CLERK'S USE</b></p>	
<p><b>BOARD ACTION:</b></p> <p><input type="checkbox"/> APPROVED                      <input type="checkbox"/> APPROVED AS AMENDED</p> <p><input type="checkbox"/> ADOPTED                        <input type="checkbox"/> ADOPTED AS AMENDED</p> <p><input type="checkbox"/> DENIED                            <input type="checkbox"/> OTHER</p> <p><input type="checkbox"/> NO ACTION TAKEN</p>	<p><b>SET PUBLIC HEARING FOR:</b></p> <p>_____</p> <p><b>DIRECTION TO:</b> _____</p> <p><b>REFERRED TO:</b> _____</p> <p><b>CONTINUED TO:</b> _____</p> <p><b>AUTHORIZATION GIVEN TO:</b> _____</p>
<p><b>BOARD VOTE:</b>                      <input type="checkbox"/> BY CONSENSUS</p> <p>AYES:</p> <p>ABSTAIN:</p> <p>NOES:</p> <p>ABSENT:</p>	<p>RESOLUTION 2026-_____</p> <p>AGREEMENT 2026-_____</p> <p>ORDINANCE _____</p>
<p><b>COMMENTS:</b></p>   	

\_\_\_\_\_  
CLERK OF THE BOARD

01/20/2026  
\_\_\_\_\_  
DATE

# Memorandum

**To:** Sierra County Board of Supervisors  
**From:** Sheryll Prinz-McMillan, Behavioral Health Director  
**Reference:** Agenda Item  
**Date of Memo:** 1/9/2026  
**Date of Board Meeting:** 1/20/2026

**Requested Action:** Agreement between the California Mental Health Services Authority (CalMSHA), and the County of Sierra for participation in the healthcare effectiveness data and information set (HEDIS), in an amount not-to-exceed \$17,280.00 for the FY for the term of 2025/2026 reporting year.

**Mandated by:** N/A

## Funding

**Budgeted?** Yes X No

	Yes X	No
<b>Revenue</b>	\$ 17,280.00	
<b>Expenses</b>	\$ 17,280.00	
<b>Difference</b>	0	

## Background Information:

The California Mental Health Services Authority (CalMHSA) is a collaborative agency established by California counties to partner with the state in improving behavioral health care for all residents.

CalMHSA pools resources, builds partnerships, and applies technical expertise for the benefit of counties. It develops strategies and programs to enhance community mental health, encourage innovation, and better serve vulnerable populations.

The State of California has introduced additional regulations for Behavioral Health Departments. Participation in the Healthcare Effectiveness Data and Information Set (HEDIS) and the External Quality Review Organization (EQRO) is now a state requirement. HEDIS is a set of performance measures that provides a standardized method for evaluating and comparing the quality of care delivered by health plans and organizations. It includes 87 measures across six domains, covering quality assessment, benchmarking, quality improvement, and regulatory compliance. While HEDIS originated in healthcare, it has now expanded to Behavioral Health with new regulatory changes in 2025. CalMHSA is the organization that most counties are using for the HEIDIS measures.

**Alternatives or impacts of disapproval:** Non-compliance in the Mental Health Plan. Furthermore, the State of California has shifted from non-compliance to enforcement, now permitting financial sanctions on counties.

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
PARTICIPATION AGREEMENT  
HEDIS PERFORMANCE MEASUREMENT  
MEASUREMENT YEAR 2025/REPORTING YEAR 2026

COVER SHEET

Sierra County (“Participant”) desires to participate in the HEDIS Performance Measurement Program (“Program”) offered by the California Mental Health Services Authority (“CalMHSA”) on the terms provided in this Participation Agreement (“Agreement”). Participant acknowledges that the Program also will be governed by CalMHSA’s Joint Powers Agreement and its Bylaws, as well as the terms of the JPA-Business Associate Agreement executed between the parties, which is incorporated herein by reference. The Agreement is effective on January 1, 2025, through December 31, 2029 (“Term”). The following exhibits are attached and form part of this Agreement:

- Exhibit A Detailed Program Description, Requirements, Restrictions
- Exhibit B General Terms and Conditions

1. **Summary of Program:** CalMHSA is offering the following Program to Counties:

This is a multi-year Agreement to support counties in the calculation, reporting, and monitoring of Behavioral Health Accountability Set (“BHAS”) measures under the Program. The Agreement will be amended annually to include new and/or updated reporting requirements for subsequent Measurement Years. Currently this Agreement only addresses the deliverables associated with Measurement Year 2025/Reporting Year 2026. Participants have the option of selecting a Simple or Enhanced deliverable bundle, as described below, depending on their county’s needs.

2. **Funding:** The Program requires the following funding and payments:

Participant will pay a fixed fee for Services delivered in the total amount of \$17,280.00. CalMHSA will invoice Participant directly for the Services. Fifty percent (50%) of the total fee shall be due and payable upon execution of this Agreement, which amount shall be non-refundable, and the remaining fifty percent (50%) shall be due and payable upon completion of the Services delivered. Payment for all invoices shall be made within thirty (30) days of receipt.

Authorized Signatures:

**CalMHSA**

Signed: \_\_\_\_\_ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: \_\_\_\_\_

**Participant:**

Signed: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

Title: Board of Supervisors/ CAO Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

Title: County Counsel Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

Title: Director of Behavioral Health Date: \_\_\_\_\_

## Participation Agreement

### EXHIBIT A – Detailed Program Description, Obligations, Restrictions

#### Detailed Program Description:

The Program will support the Participant in meeting the BHAS Healthcare Effectiveness Data and Information Set (“HEDIS”) reporting requirements for Measurement Year (“MY”) 2025/Reporting Year (“RY”) 2026.

This Agreement will be amended on an annual basis to add information regarding and/or Services related to future Measurement Years. In keeping with HIPAA and National Committee of Quality Assurance (“NCQA”) HEDIS reporting compliance regulations and data retention guidelines, all data received by CalMHSA through this Agreement will be retained by CalMHSA for a period not to exceed six years after the Measurement Year in which the data is received. All data will be destroyed after it has been retained for six years.

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**III. Amendment.** This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by an authorized representative of both parties.

**IV. Withdrawal, Cancellation, and Termination**

- A. Participant may withdraw from the Program and terminate the Agreement upon six (6) months' written notice to CalMHSA, to the attention of the Executive Director. Notice shall be deemed served on the date of mailing.
- B. CalMHSA may terminate, cancel, change, or limit the Program due to circumstances, including but not limited to, lack of County participation, government restrictions, issues with vendors or their services/platforms/products, lack of funding, governmental funding changes, inability to provide the Program due to vendor(s), regulatory changes, force majeure, or other issues.
- C. If applicable, upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising under the Program shall be returned to Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for any portal or platform, ongoing services etc. are not subject to such reversion (subject to applicable laws). Unused funds that were paid for by a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed to a particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them per the Program.

**V. Fiscal Provisions.** Participant will pay a fixed fee for Services delivered in the total amount of \$17,280.00. CalMHSA will invoice Participant directly for the Services. Fifty percent (50%) of the total fee shall be due and payable upon execution of this Agreement, which amount shall be non-refundable, and the remaining fifty percent (50%) shall be due and payable upon completion of the Services delivered. Payment for all invoices shall be made within thirty (30) days of receipt of the applicable CalMHSA invoice.

Deliverable Bundle	Cost	Select Bundle with X
MHP Simple Bundle	\$17,280.00	X
MHP Enhanced Bundle	\$25,920.00	
<b>Total</b>	<b>\$17,280.00</b>	

**VI. Indemnification.**

- A. Indemnification.** To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney’s fees, arising out of or resulting from the indemnifying party’s negligence or willful conduct in the performance of its obligations under this Agreement, including the performance of the other’s subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.
- B. No Responsibility for Mental Health Services.** CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, “mental health services”). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant’s acts or omissions in connection with the provision of mental health services.

**VII. Notice**

All notices under this Participation Agreement shall be provided by personal delivery, nationally recognized courier service or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid; AND by email. All notices shall be provided to the respective party at the addresses and email addresses set forth below and shall be deemed received upon the relevant party’s receipt.

Either party may change its designee for notice by giving notice of the same and their relevant address information.

**If to CalMHSA:**

Name: Brandon Connors	Position: Director of Contract Management & Legal Counsel
Address: 1610 Arden Way, Suite 175 Sacramento, CA 95815	Telephone: (888) 210-2515
Email: brandon.connors@calmhsa.org	
CC Email to Name: Randall Keen, Manatt	Email: RKeen@manatt.com

**If to Participant:**

Name: \_\_\_\_\_ Position: Director of Mental Health

11639-SIE-QM-25\_26  
HEDIS Performance Measurement  
Sierra County  
January 9, 2026

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

CC Email to Name: \_\_\_\_\_

Email: \_\_\_\_\_

**SIERRA COUNTY BOARD OF SUPERVISORS'  
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

<b>MEETING DATE:</b>  <b>DEPARTMENT:</b>  <b>PHONE NUMBER:</b>  <b>REQUESTED BY:</b>	<b>TYPE OF AGENDA ITEM:</b> REGULAR          CONSENT          TIMED  <b>SUPPORTIVE DOCUMENT ATTACHED:</b> RESOLUTION          MEMO AGREEMENT          OTHER _____
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<b>BACKGROUND INFORMATION:</b>	
<b>FUNDING SOURCE:</b> <b>GENERAL FUND IMPACT:</b>	<b>OTHER FUND:</b> <b>AMOUNT: \$</b>
<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  YES          NO  TYPE OF EMPLOYEE	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b>  YES          NO  <b>IS A BUDGET TRANSFER REQUIRED?</b>  YES          NO
<b>SPACE BELOW FOR CLERK'S USE</b>	
<b>BOARD ACTION:</b>  APPROVED                  APPROVED AS AMENDED  ADOPTED                    ADOPTED AS AMENDED  DENIED                      OTHER  NO ACTION TAKEN	<b>SET PUBLIC HEARING FOR:</b> _____ <b>DIRECTION TO:</b> _____ <b>REFERRED TO:</b> _____ <b>CONTINUED TO:</b> _____ <b>AUTHORIZATION GIVEN TO:</b> _____
<b>BOARD VOTE:</b> BY CONSENSUS AYES: ABSTAIN: NOES: ABSENT:	RESOLUTION 2026- _____ AGREEMENT 2026- _____ ORDINANCE _____
<b>COMMENTS:</b>	

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**SIERRA COUNTY BOARD OF SUPERVISORS'  
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

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<b>BOARD VOTE:</b> BY CONSENSUS  AYES:  ABSTAIN:  NOES:  ABSENT:	RESOLUTION 2026- _____ AGREEMENT 2026- _____ ORDINANCE _____
<b>COMMENTS:</b>	

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA**

**RESOLUTION AUTHORIZING THE AUDITOR TO MAKE CERTAIN CHANGES TO THE 2025/2026 FINAL BUDGET TO RECOGNIZE EXCESS FUNDS RETURNED FROM THE COUNTY'S SELF-INSURED PROGRAMS AND INCREASE COUNTY RESERVES**

**RESOLUTION 2026-**

**WHEREAS**, the County's self-insured programs administered through Trindel Insurance Fund have substantial excess funds; and

**WHEREAS**, the Board of Supervisors desires to allocate a portion of said excess funds into County reserves for future fiscal needs; and

**WHEREAS**, the Board of Supervisors may authorize the County Auditor to make budget changes pursuant to Government Code section 29125; and

**WHEREAS**, the 2025/2026 Final Budget requires adjustments to recognize the additional revenue and to appropriate the necessary expenditures.

**NOW, THEREFORE, BE IT RESOLVED** that the Sierra County Board of Supervisors hereby authorizes the following adjustments to the 2025/2026 Final Budget:

Increase Revenues:

001-3001      Excess Funds - Trindel      \$TBD

Increase Reserves:

TBD      \$TBD

**BE IT FURTHER RESOLVED** that the County Auditor is authorized and directed to make all necessary accounting entries, budget adjustments, and any needed corrections to the listed funds to ensure proper implementation of this resolution.

**PASSED AND ADOPTED** by the Sierra County Board of Supervisors on the 20<sup>th</sup> day of January, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

COUNTY OF SIERRA

---

PAUL ROEN, CHAIR  
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

---

HEATHER FOSTER  
CLERK OF THE BOARD

---

ANDREW PLETT  
COUNTY COUNSEL



October 22, 2025

Judi Behlke  
PO Box 425  
Downieville, CA 95936

**Re:** Return of Funds for 2024-2025 Fiscal Year.

At the October 2025 Trindel Insurance Fund Board of Directors meeting the Board approved the return of funds for the 2024-2025 fiscal year, which is enclosed for your review:

The excess funds for Sierra County's self-insured banking layer are listed below for each program. Please select the option your County would like to exercise for the 2024-25 year.

Sierra County's programs are in a healthy net position as of 06/30/2025 with the exception of the Property Program. My recommendation is to transfer between \$50,000 and \$100,000 from Workers' Compensation into the Property program to lift it out of the negative net position, and allow some room for claims activities. Furthermore, I recommend to leave the residual funds where they are so they can continue to grow in anticipation of adverse claims, and excess insurance increases. Given the current insurance crisis, and ever-increasing excess premiums for all programs, the County does not appear to be overly funded in any program.

I have also enclosed the county's Statement of Net Position with expected claims liability for all programs so you can evaluate the financial position of each program for the County.

Please make your election on the following page, sign, and return to me.

Sincerely,

A handwritten signature in blue ink that reads "Jack T Contos".

Jack Contos  
Sr. Financial Analyst  
Trindel Insurance Fund  
530-623-2322  
[jcontos@trindel.org](mailto:jcontos@trindel.org)

cc: [rhartman@trindel.org](mailto:rhartman@trindel.org)

*P.O. Box 2069 Weaverville, Calif. 96093 Phone: (530) 623-2322*



Workers' Compensation:

\$ 770,361

\_\_\_\_\_, Apply credit to our premium or another program. \_\_\_\_\_

\_\_\_\_\_, Keep the funds in the Workers' Compensation program at Trindel.

\_\_\_\_\_, Return funds to County.

Liability Program:

\$ 1,794

\_\_\_\_\_, Apply credit to our premium or another program. \_\_\_\_\_

\_\_\_\_\_, Keep the funds in the Liability program at Trindel.

\_\_\_\_\_, Return funds to County.

Property Program:

\$ Not Eligible.

\_\_\_\_\_, Apply credit to our premium or another program. \_\_\_\_\_

\_\_\_\_\_, Keep the funds in the Property program at Trindel.

\_\_\_\_\_, Return funds to County.

Med-Mal Program:

\$ 14,071

\_\_\_\_\_, Apply credit to our premium or another program. \_\_\_\_\_

\_\_\_\_\_, Keep the funds in the Med-Mal program at Trindel.

\_\_\_\_\_, Return funds to County.

Signed \_\_\_\_\_

Date \_\_\_\_\_



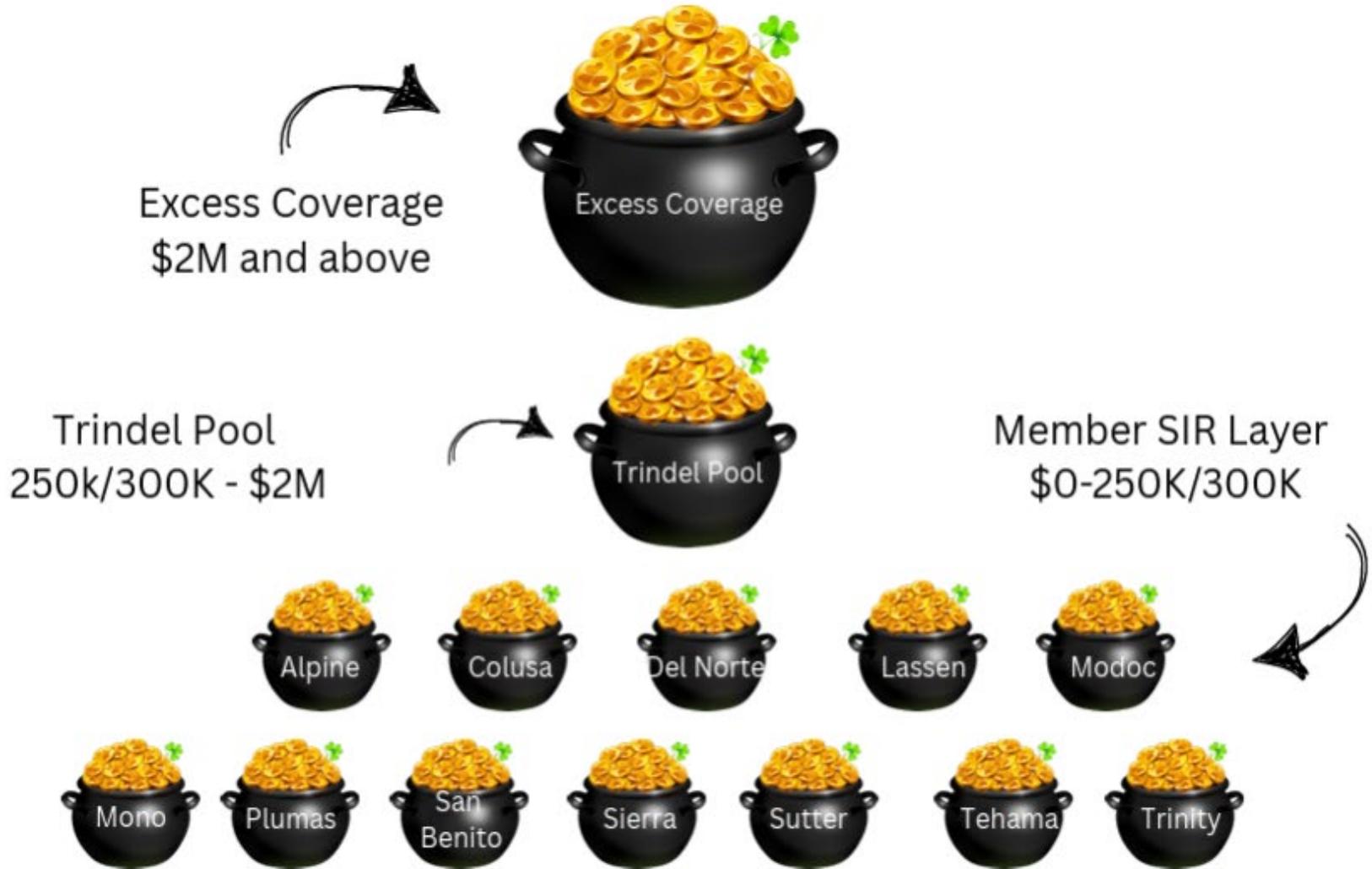
Understanding Trindel JPA,  
SIR, and the Pooling Layer

- ▶ Sierra County Self-Coverage:
  - ▶ Workers' Compensation: \$0-300K
  - ▶ Liability: \$0-250K
  - ▶ Property: \$0-15K Vehicle / \$0-100K Buildings
- ▶ Below SIR: County pays 100% of the claim with funds held at Trindel

UNDERSTANDING SELF INSURED  
RETENTION (SIR)



# EACH COUNTY HAS ITS OWN FUND



- ▶ Fewer claims =
  - ▶ money stays in your fund
  - ▶ Lower contributions in future years
  - ▶ Less pool activity
  - ▶ Long-term stability

WHY SAFETY & TRAINING MATTER

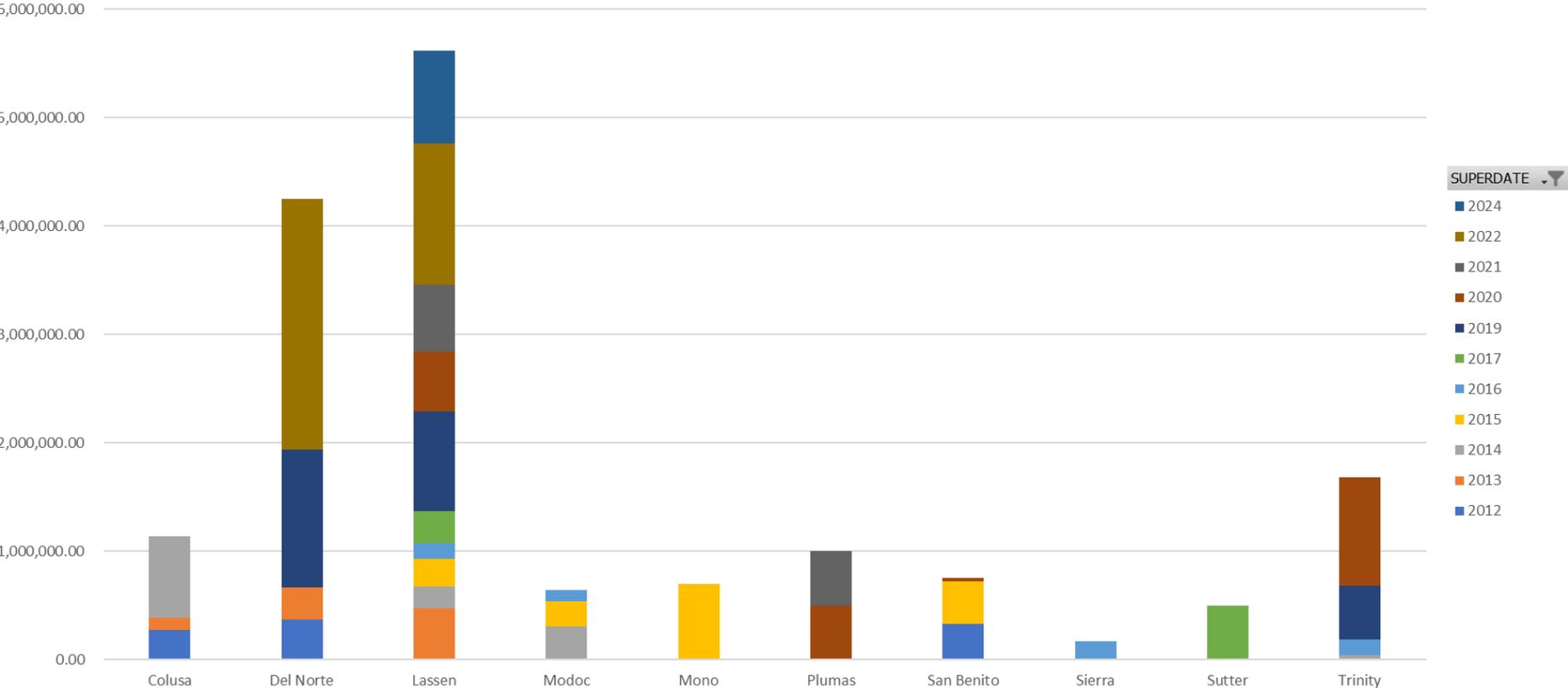


- ▶ The \$700K return is available this year, but not a guaranteed revenue source
- ▶ Past auditor increased funding confidence level from 70% → 85%
- ▶ Purpose: build reserves for catastrophic claim years
- ▶ Direct Response to a ~\$6M liability event
- ▶ Returns reflect strong historical performance, not ongoing funding

## RETURNED FUNDS & LONG-TERM STRATEGY

Sum of Debit

### Return of Funds Taken 2012-2024



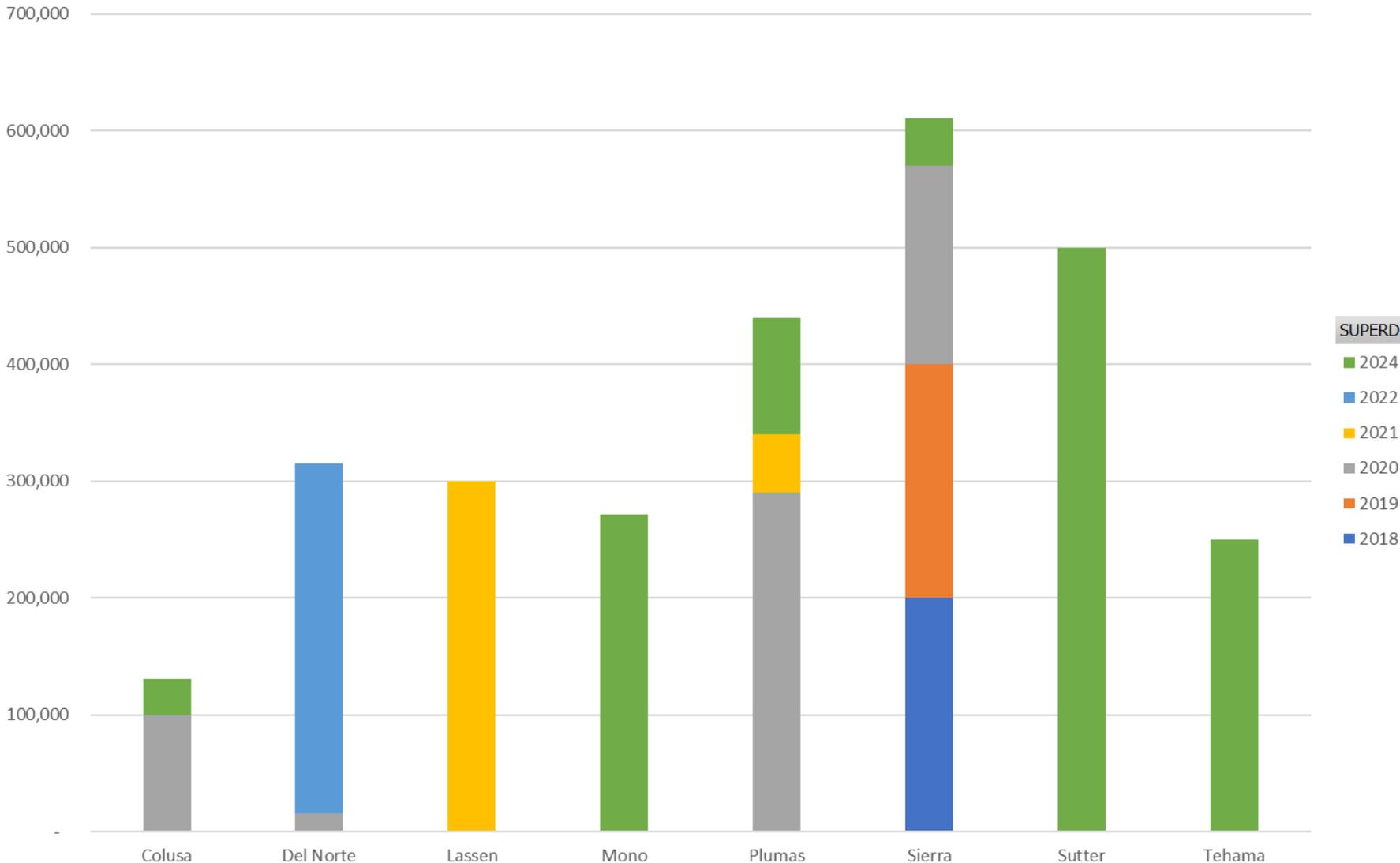
SUPERDATE

- 2024
- 2022
- 2021
- 2020
- 2019
- 2017
- 2016
- 2015
- 2014
- 2013
- 2012

Member Title

Sum of Debit

### Internal Transfers by County 2012-2024



SUPERDATE ▼

- 2024
- 2022
- 2021
- 2020
- 2019
- 2018

Member Title ▼

- ▶ Taking any or all of the return of funds offered is safe to do.
- ▶ Funds not returned are invested and applied solely to future Sierra County claims and excess premiums.
- ▶ Healthcare, legal, and excess insurance costs are rising rapidly.

CLOSING THOUGHTS

QUESTIONS?



**SIERRA COUNTY BOARD OF SUPERVISORS'  
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<b>SPACE BELOW FOR CLERK'S USE</b>	
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<b>COMMENTS:</b>	

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
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<b>COMMENTS:</b>	

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

# SIERRA COUNTY GRAND JURY 2025-26

1/8/2026

Paul Roen, Chairman

Sierra County Board of Supervisors

100 Courthouse Square

PO Drawer D

Downieville, CA 9596

530-289-3295

Dear Chairman Roen,

The 2025-26 Sierra County Grand Jury has the unique powers to investigate and report on local government entities for the purpose of helping those entities improve their operations to better serve the public.

In recent years, financial hardship and cross county mountain travel issues combined with the lack of a dedicated, secure and equipped meeting place have hindered the Grand Jury's ability to serve the best interests of the public.

PC§925 and PC§9333(a) Each year the jury must investigate and report on some aspect of the operations, accounts, and records of at least one county officer, department, or function. All reports must have findings and one or more recommendations. Unlike all adjacent Counties, Sierra County has failed to publish a report with findings/recommendations, for many years.

The Sierra County Grand Jury has voted (8 or more supermajority) to have me present and process the following requests for the Board of Supervisors to consider. They believe these items will promote and sustain Grand Jury success for the best interests of the public:

1. The current meeting rate for Sierra County Grand Jury meetings is \$25, Los Angeles is \$60, and State pilot program rate is \$100. Serving on Grand Jury should not cause undue financial hardship. **The Grand Jury requests: With the current Grand Jury budget more than adequate to support it, we request the Sierra County meeting rate be changed from \$25 to \$50 to encourage and enable more juror participation.**
2. Historically the Grand Jury met in the courtroom but that policy has changed. The Sheriff has generously offered the use of a meeting room and small office space. Neither of these spaces are secure, private spaces that Grand Jury functions require. (24/7 video/audio recording and one-way mirrors are issues). Even Grand Jurors are restricted in having recording devices in meetings. **The Grand Jury requests: a dedicated, secure and equipped (hot spot access and video screen) meeting space be**

## SIERRA COUNTY GRAND JURY 2025-26

provided, one in Downieville and one in Sierra Valley to promote safe and secure participation by jurors in all kinds of travel issues.

3. The Grand Jury requests the Sierra County Board of Supervisors consider and adopt the attached (or similar) Proclamation of Grand Jury Awareness Month to promote a fully staffed all county representation of the Sierra County Grand Jury.

I look forward to answering any questions about these requests and appreciate in advance the Board of Supervisors willingness to consider these requests.

John Michell, Foreperson

Sierra County Grand Jury 2025-26

101 Mountain View Rd #9

Calpine, CA 96124

530-249-0350

[jmitch@psln.com](mailto:jmitch@psln.com)

cc: Sharon Dryden, Co-Chair Board of Supervisors and Heather Foster, Clerk-Recorder

**SIERRA COUNTY BOARD OF SUPERVISORS'  
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\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA**

**RESOLUTION PROCLAIMING JANUARY 2026 AS GRAND JURY AWARENESS MONTH**

**RESOLUTION 2026-**

**WHEREAS**, grand juries are essential components of California’s judicial system, serving three vital roles: overseeing and reporting on the efficiency, honesty, and impartiality of local governments and elected officials; determining whether criminal acts have been committed and whether sufficient evidence exists to charge individuals with those crimes; and evaluating whether public officials should be accused of impropriety; and

**WHEREAS**, every county in California impanels a grand jury composed of dedicated citizens appointed by the county’s Superior Court, each of whom commits to a full year of service; and

**WHEREAS**, through their diligence, commitment, and hard work, grand jurors help ensure that local governments, including counties, cities, special districts, and school districts—operate legally, ethically, and efficiently.

**NOW, THEREFORE, BE IT RESOLVED** that the Sierra County Board of Supervisors, County of Sierra, State of California, hereby proclaims January 2026 as **Grand Jury Awareness Month** in Sierra County, recognizes the invaluable contributions of the Sierra County Grand Jury, and encourages citizens to apply for grand jury service.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 20<sup>th</sup> day of January 2026, by the following vote:

AYES: Supervisors  
NOES: None  
ABSTAIN: None  
ABSENT: None

COUNTY OF SIERRA

\_\_\_\_\_  
PAUL ROEN, CHAIRMAN  
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
HEATHER FOSTER  
CLERK TO THE BOARD

\_\_\_\_\_  
ANDREW PLETT  
COUNTY COUNSEL

**SIERRA COUNTY BOARD OF SUPERVISORS'  
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

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<b>COMMENTS:</b>	

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

Resolution to be distributed  
under separate cover  
and/or at meeting.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California, on behalf of its Public Health Department, hereinafter referred to as "COUNTY," and Nevada Sierra Connecting Point Public Authority, hereinafter referred to as "CONTRACTOR." for the provision of Disaster Related Services for the Public Health Department.

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

### **OPERATIVE PROVISIONS**

#### **1. SERVICES.**

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-2. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A--4.

#### **2. TERM.**

Commencement Date: February 1, 2026

Termination Date: January 31, 2027

The term of this Agreement shall become effective on February 1, 2026, and shall continue in full force and effect for a period of one (1) year, unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow county time in which to complete a novation or renewal contract for CONTRACTOR and COUNTY approval.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

### **3. PAYMENT.**

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payments specified in Attachment "B" shall be the only payments made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

### **4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.**

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials, which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

### **5. ADDITIONAL PROVISIONS.**

Those additional provisions unique to this Agreement are set forth in Attachment "C".

### **6. GENERAL PROVISIONS.**

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

### **7. DESIGNATED REPRESENTATIVES.**

The Director of the Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. The Executive Director is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

### **8. ATTACHMENTS.**

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Scope of Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Insurance Provisions
- Attachment F - Fee Schedule

Attachment G Invoice Format  
Attachment H - Vendor Assurance of Compliance

**9. TERMINATION.**

COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

**WITNESS HERE OF**, the parties hereto have executed this Agreement on January 20, 2026.

**COUNTY OF SIERRA**

**NEVADA SIERRA CONNECTING POINT PUBLIC  
AUTHORITY**

\_\_\_\_\_  
LEE ADAMS, CHAIR  
BOARD OF SUPERVISORS

\_\_\_\_\_  
By:

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
HEATHER FOSTER  
CLERK OF THE BOARD

\_\_\_\_\_  
ANDREW PLETT  
COUNTY COUNSEL

## **ATTACHMENT A**

### **SCOPE OF SERVICE**

#### **A.1 SCOPE OF SERVICES AND DUTIES.**

COUNTY'S scope of responsibilities and duties include the following:

**A.1.1** COUNTY is responsible for providing CONTRACTOR with information to be provided to callers during a major incident or disaster.

**A.1.2** COUNTY is responsible for sending Activation Notification to CONTRACTOR's Disaster Management Team via text and e-mail. County will wait at least one hour after contacting CONTRACTOR's Disaster Management Team before directing the general public to call 211.

#### **A.2** The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

**A.2.1** CONTRACTOR shall work collaboratively with the COUNTY to ready, monitor, and secure approval from the California Public Utilities Commission (CPUC) for designation as a 211 services. CONTRACTOR will be designated the lead applicant in the approval process.

**A.2.2** CONTRACTOR shall populate and submit the 211 application with the CPUC.

**A.2.3** The CONTRACTOR will be responsible for gathering all required information related to the COUNTY as lead agency.

**A.2.4** The CONTRACTOR with assistance from the COUNTY will be responsible for acquiring letter of support as required in the application process.

**A.2.5** The CONTRACTOR with assistance from COUNTY will implement call routing switches with major carriers and service providers.

**A.2.6** In the event of a major incident or disaster in the COUNTY OF SIERRA, in an adjacent county where a major incident or disaster is likely to directly impact emergency operations in the COUNTY OF SIERRA, or if the COUNTY anticipates a major incident or disaster is likely in the COUNTY OF SIERRA, a representative from the COUNTY'S Office of Emergency Services- Emergency Operations Center will contact CONTRACTOR via email to provide local information and updates in an easy to relate format for staff.

**A.2.7** If CONTRACTOR becomes aware of a major incident or disaster affecting COUNTY , and CONTRACTOR has not yet been contacted by COUNTY,

CONTRACTOR will attempt to contact any of the positions identified on an Emergency Contact list to be developed by the COUNTY following consultation with the CONTRACTOR and Disaster Management, to make the COUNTY aware of the incident. CONTRACTOR agrees to only contact those persons or positions identified on the Emergency Contact list regarding any perceived, proclaimed or declared emergency unless authorized by said persons to contact other local emergency services organizations or entities.

**A.2.8** CONTRACTOR may not enter a "Major Incident or Disaster Activation," without confirmation from COUNTY. In the event confirmation of a major incident or disaster is necessary, CONTRACTOR shall contact the positions identified on the Emergency Contact list provided by the COUNTY for confirmation of Disaster Activation, should the CONTRACTOR believe a "Major Incident or Disaster Activation" is necessary based on available information.

**A.2.9** CONTRACTOR will only be available to callers via 211 once County chooses to enter a "Major Incident or Disaster Activation" event.

**A.2.10** In order to accommodate high call volumes associated with major events and disasters, data collection during a "Major Incident or Disaster Activation" may be limited to the following information, collected through a simplified electronic method of the CONTRACTOR'S choosing or on paper. CONTRACTOR will provide the information below digitally to the COUNTY.

- Date of Call
- Time of Call
- Caller's City
- Reason for Call

**A.2.11** CONTRACTOR will make every effort to provide a high level of service during major incidents or disasters. COUNTY agrees that service level expectations will be suspended during periods of unexpected call surges, during "Major Incident or Disaster Activation".

**A.2.12** If CONTRACTOR expects wait times to exceed industry standards of 70% of the calls being answered in 90 seconds or less, or experiences longer wait times resulting from a "Major Incident or Disaster Activation," CONTRACTOR will engage Office of Emergency Services, Health and Human Services, and the Sheriff's Office to recommend options to lessen wait times. Options could include rapid training of select Sierra County staff managed by the Office of Emergency Services or activating mutual aid agreements with other California-based 211 operators.

**A.3 TIME SERVICES RENDERED.** Specific date(s) to be mutually agreed upon by the COUNTY and CONTRACTOR.

**A.4 MANNER SERVICES ARE TO BE PERFORMED.** As an independent Contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

**A.5 FACILITIES FURNISHED BY COUNTY.** CONTRACTOR shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials required for furnishing services pursuant to this Agreement.

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## ATTACHMENT B

### PAYMENT

COUNTY shall pay CONTRACTOR as follows:

- B.1 BASE CONTRACT FEE.** COUNTY shall pay CONTRACTOR a base contract fee not to exceed Three Thousand Dollars (\$3,000.00) for the term of this Agreement for annual disaster overhead administration associated with 211 disaster-related referral services, as set forth in Attachment F – Fee Schedule. This base contract fee encompasses payment to CONTRACTOR for all routine services provided under this Agreement.

In addition to the base contract fee, COUNTY shall pay CONTRACTOR a one-time implementation fee of Eight Thousand Dollars (\$8,000.00) for CPUC application processing, call routing, and switching necessary for designation and implementation of 211 services in Sierra County, as specified in Attachment F – Fee Schedule.

In the event of a Major Incident or Disaster Activation, COUNTY shall reimburse CONTRACTOR for additional services in accordance with the tiered daily rates set forth in Attachment F – Fee Schedule. Such costs shall be incurred only upon activation and as services are provided.

In no event shall total compensation paid to CONTRACTOR under this Agreement exceed the amounts authorized herein and in Attachment F – Fee Schedule without a formal written amendment to this Agreement approved by the Director of the Sierra County Public Health Department.

- B.2 FISCAL PROVISIONS.** CONTRACTOR shall submit an invoice (with detailed back-up documentation for all direct service charges attached) in the format as specified in Attachment G - Invoice Format after the completion of services but no later than the fifteenth (15<sup>th</sup>) day of the month following the provision of services. COUNTY shall issue payment in accordance with the terms of this Agreement no later than thirty (30) days after the receipt of a complete and accurate invoice.

**B.2.1** For services rendered in June during the term of this Agreement, CONTRACTOR shall submit an invoice in accordance with the format specified in Attachment G - Invoice Format, based upon the estimated cost of services to be rendered no later than June 10<sup>th</sup>. CONTRACTOR shall submit a final invoice based on actual costs of services rendered no later than the twentieth (20<sup>th</sup>) day of the month following the provision of services. COUNTY shall reconcile the amount of actual costs invoiced against the amount of estimated cost paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, CONTRACTOR agrees to reimburse COUNTY the entire amount overpaid immediately upon receipt of written notice by COUNTY, or the amount overpaid shall be offset against future invoice payments, whichever COUNTY prefers.

- B.3 TRAVEL COSTS.** COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless the COUNTY representative (Operative Provision 7) approves said costs in advance and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

- B.4 AUTHORIZATION REQUIRED.** COUNTY shall not pay for services performed by CONTRACTOR not authorized in this Agreement. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by formal written agreement signed by both parties in advance of performing additional services.

## ATTACHMENT C

### ADDITIONAL PROVISIONS

- C.1 FUNDING.** CONTRACTOR and COUNTY agree that this Agreement may, at the sole discretion of the COUNTY, be determined null, void, and not be enforceable if all or part of the federal or state funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY.
- C.2 DRUG FREE WORKPLACE.** CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free workplace. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug Free Workplace.
- C.3 INSPECTION.** CONTRACTOR's performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of COUNTY, the State of California, and the United States government.
- C.4 CIVIL RIGHTS.** CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.
- C.5 FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
- C.6 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.** CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

**C.7 CONFIDENTIALITY.** For purposes of this paragraph, identity shall include, but not be limited to, name, identifying numbers, or other identifier such as finger or voice print or photograph.

**C.8 RECORDS.** CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of Agreement to the COUNTY's Auditor and/to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

**C.9 HAZARDOUS MATERIALS.** CONTRACTOR shall identify all hazardous materials as required under the California Code of Regulations and the State Health Safety Code. CONTRACTOR shall provide Material Safety Data Sheets (SOS) for all products that may contain hazardous materials to the COUNTY.

**C.10 ACCEPTANCE.** All work performed and completed under this Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Failure by the CONTRACTOR to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use the facility, safety, or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.

**C.11 CONFIDENTIALITY.** CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

**C.12 DEBARMENT.** COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at <https://sam.gov/contentUhome> and [www.oig.hhs.gov](http://www.oig.hhs.gov). If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

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## ATTACHMENT D

### GENERAL PROVISIONS

- D.1 INDEPENDENT CONTRACTOR STATUS.** At all times during the term of this Agreement, the following apply:
- D.1.1** All acts of CONTRACTOR shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
  - D.1.2** CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.
  - D.1.3** CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medicare payments.
  - D.1.4** As an independent Contractor, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.
  - D.1.5** CONTRACTOR may provide services to others during the same period service is provided to COUNTY under this Agreement.
  - D.1.6** If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.
  - D.1.7** As an independent Contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

- D.2 LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this agreement notwithstanding any other provision in this agreement to the contrary.
- D.3 TIME.** CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
- D.4 INDEMNITY.** CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, or which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or sub-contractors.
- D.5 CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.
- D.6 ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.
- D.7 PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

**D.8 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

**D.9 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with §107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

**D.10 TAXES.** CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges, which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

**D.11 TERMINATION.** Upon termination of this Agreement as otherwise provided herein, CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:

**D.11.1** CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

**D.11.2** COUNTY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.

**D.11.3** COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall

furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONTRACTOR may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

**D.12 NON-DISCRIMINATION.** Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code §12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

**D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990.** In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of §504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

**D.14 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver

reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project

**D.15 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**D.16 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

**D.17 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

**D.18 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**D.19 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

**D.19.1 NUMBER AND GENDER.** In this Agreement, the neutral gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**D.19.2 MANDATORY AND PERMISSIVE.** "Shall", "will", and "agrees" are mandatory. "May" is permissive.

**D.20 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**D.21 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its

successors and assigns.

**D.22 MODIFICATION.** No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**D.23 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**D.24 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**D.25 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**D.26 JURISDICTION.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Sierra, State of California.

**D.27 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**D.28 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term a condition herein.

**D.29 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

**D.30 CONFLICT OF INTEREST.** Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee,

shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Sierra County Conflict of Interest Code.

**D.31 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Sierra County Board of Supervisors  
P.O. Drawer D  
Downieville, CA 95936

With a copy to:

Rhonda Grandi, Director  
Department of Public Health  
P.O. Box 7  
Loyalton, CA 96118

If to "CONTRACTOR":

Tim Giuliani  
Executive Director  
208 Sutton Way  
Grass Valley, CA 95945

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## ATTACHMENT E

### INSURANCE PROVISIONS

**E.1 INSURANCE.** 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.

**E.2 MINIMUM SCOPE AND LIMIT OF INSURANCE.** Coverage shall be at least as broad as:

**E.2.1 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.

**E.2.2 Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR 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.

**E.2.3 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.

**E.2.4 Professional Liability (Errors and Omissions)** Insurance as appropriate to CONTRACTOR's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

**E.3 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**E.4 Additional Insured Status.** COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of 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 both CG 20 10 and CG 23 37 forms if later revisions used).

- E.5 Primary Coverage.** For any claims related to this contract, **CONTRACTOR's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.
- E.6 Notice of Cancellation.** Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY.**
- E.7 Waiver of Subrogation.** CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation, which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.
- E.8 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- E.9 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 COUNTY.
- E.10 Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:
  - E.10.1** The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - E.10.2** Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - E.10.3** 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, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- E.11 Verification of Coverage.** CONTRACTOR shall furnish COUNTY 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 COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**E.12 Subcontractors.** CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

**E.13 Special Risks or Circumstances.** 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.

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## ATTACHMENT F

### FEE SCHEDULE

Connecting Point proposes to ready, monitor, and secure application approval from the California Public Utilities Commission (CPUC) for designation as a 211 service in Sierra County. In addition, Connecting Point proposes implementing call routing switches with major carriers and service providers. Fees are as follows:

CPUC Process/Call Routing & Switching \$8,000

Annual Disaster Overhead Administration - \$3,000

In the event of a "Major Incident or Disaster Activation", CONTRACTOR will be reimbursed according to the following tiered structure:

<b>Tier 1 First 3 Days</b>	Daily Cost
Monday through Friday	\$1,200.00
Saturday through Sunday	\$1,400.00
<b>Tier 2 Day 4-7</b>	
Monday through Friday	\$ 800.00
Saturday through Sunday	\$ 900.00
<b>Tier 3 More than 7 days</b>	
Monday through Sunday	\$ 700.00

COUNTY understands that service quality may be severely impacted should requests not be met with timely response during disasters. Should the disaster continue beyond the initially forecasted length of time, CONTRACTOR may submit additional requests.

## ATTACHMENT G

### INVOICE FORMAT

Nevada Sierra Connecting Point Public Authority 208 Sutton Way Grass Valley, CA 95945	Tim Giuliani Phone: (530) 205-6605 FAX: E-Mail: <a href="mailto:timg@connectingpoint.org">timg@connectingpoint.org</a>		
Program	Period of Service/Invoice Number		
<b>Type of Service</b>	<b>Rate per Day/Hr</b>	<b>Number of Days/Hours</b>	<b>Amount</b>
	\$00.00		
<b>GRAND TOTAL</b>			

*Certification: I certify that this invoice is in all respects true and correct; that all material, supplies, or services claimed have been received or performed, and were used or performed exclusively in connection with the Agreement; that payment has not been previously received for the amount invoiced herein; and that the original invoices, payrolls, or other documentation are on file.*

\_\_\_\_\_  
 Authorized Signer

\_\_\_\_\_  
 Date

Mail original and back-up documentation to:

## ATTACHMENT H

### VENDOR ASSURANCE OF COMPLIANCE WITH THE SIERRA COUNTY WELFARE DEPARTMENT

#### NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

**Nevada Sierra Connecting Point Public Authority** HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and U); California Government Code section 4450; Title 22, California Code of Regulations section 98000 - 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-72998); Section 1808 of the Removal of Barriers to interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (COSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized COSS and/or federal government personnel during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, COSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135- 11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract license, or other provider

Nevada Sierra Connecting Point Public Authority  
208 Sutton Way, Grass Valley, CA 95945

**SIERRA COUNTY BOARD OF SUPERVISORS'  
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

<b>MEETING DATE:</b>  <b>DEPARTMENT:</b>  <b>PHONE NUMBER:</b>  <b>REQUESTED BY:</b>	<b>TYPE OF AGENDA ITEM:</b> REGULAR          CONSENT          TIMED  <b>SUPPORTIVE DOCUMENT ATTACHED:</b> RESOLUTION          MEMO AGREEMENT          OTHER _____
<b>AGENDA ITEM:</b>	
<b>BACKGROUND INFORMATION:</b>	
<b>FUNDING SOURCE:</b> <b>GENERAL FUND IMPACT:</b>	<b>OTHER FUND:</b> <b>AMOUNT: \$</b>
<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  YES          NO  TYPE OF EMPLOYEE	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b>  YES          NO  <b>IS A BUDGET TRANSFER REQUIRED?</b>  YES          NO
<b>SPACE BELOW FOR CLERK'S USE</b>	
<b>BOARD ACTION:</b>  APPROVED                  APPROVED AS AMENDED  ADOPTED                  ADOPTED AS AMENDED  DENIED                  OTHER  NO ACTION TAKEN	<b>SET PUBLIC HEARING FOR:</b> _____ <b>DIRECTION TO:</b> _____ <b>REFERRED TO:</b> _____ <b>CONTINUED TO:</b> _____ <b>AUTHORIZATION GIVEN TO:</b> _____
<b>BOARD VOTE:</b> BY CONSENSUS AYES: ABSTAIN: NOES: ABSENT:	RESOLUTION 2026- _____ AGREEMENT 2026- _____ ORDINANCE _____
<b>COMMENTS:</b>	

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

## **2026 NEW LAWS**

Notes: All laws in effect Jan 1, 2026, unless noted. Over 2,000 introduced this legislative year with 794 signed. Bills below are partial list of most relevant to general county business and probation/justice system operations. Information only.

### **GENERAL**

#### **SB524- *Artificial Intelligence (AI) Use in Law Enforcement Reports***

Requires all Law Enforcement (LE) agencies to have a policy to identify all AI information in formal reports/drafts and retain drafts.

#### **AB 572- *Notifications to Family of Use of Force***

Requires all LE and prosecutorial agencies to have policy by 2027 to clearly identify staff along with other information regarding status of family member at request for interview with family of person(s) seriously injured or killed in a use of force. New GC 7287.

#### **AB 847- *Civilian Law Enforcement Oversight Boards***

Makes confidential personnel records available to such boards for LE and custodial officers during investigations/proceedings of conduct. Requires confidentiality and closed sessions for such boards to review. Amends GC 25303.7 and PC 832.7.

#### **AB 992- *Law Enforcement Officer (LEO) Education Requirements***

Requires an associate's degree, BS/BA degree, Modern Policing Degree, or Professional Policing Certification within 36 months of POST certification by Jan 1, 2031. Establishes the Statewide Law Enforcement Recruitment Task Force, with the goal of identifying and recruiting candidates for law enforcement agencies. Excludes probation officers.

#### **SB 385- *Modern Policing Degree***

Repeals the requirement for POST and Chanselor of State Community Colleges to develop plan for Modern Policing Degree, citing a need to alleviate pressure on law enforcement recruitment, absent clarification on degree requirements, and to take effect immediately.

#### **AB 1067- *PEPRA***

Adds GC 7522.76. Applies to all elected and appointed government officials. Requires an employer to refer suspected criminal law violations to LE. If convicted of a felony arising out of the performance of duties an employee must forfeit all benefits. Requires employer to continue criminal investigation if the employee resigns/retires during an investigation or in lieu of termination.

**AB 1178- *Protections for LE Confidential Records***

Amends PC 832.7 to extend protections requiring a court order to not withhold a disclosure of name, rank, photo, or likeness contained in confidential records for certain LE personnel including undercover, those assigned to federal or state taskforces, those who have received death threats due to employment, terrorism enforcement and any family members.

**AB 1388- *LE Settlement Agreements***

Prohibits agreements that involve destruction or concealment of records. All such agreements are deemed void and subject to Public Records request (PRA).

**SB 447- *Worker's Compensation Health Benefits/ Dependent Minors***

Extends Worker's Compensation Health Benefits for Dependent Minors from age 21 to 26. Applies to specified 830 PC LE and fire fighters. Updates Labor Code 4856.

**SB 459- *Disclosure of LE Group Therapy***

Permits LE to refuse disclosure of communications between officer and peer support and/or crisis helpline, or group therapy sessions. Exclusions for any criminal proceeding.

**SB 513- *Personnel Records***

Extends accessibility of records for current and former employees to access their training and education records. Amends Labor Code 1198.5.

**SB 627- *LE Masks "No Secret Police Act"***

Creates an infraction/ misdemeanor statute for LE officers wearing a face mask to conceal identity while operating in CA under newly defined 185.5 PC duties. LE defined as those who are employed by a city, county, or other local agency, and any officer or agent of a federal law enforcement agency or law enforcement agency of another state, or any person acting on behalf of a federal law enforcement agency or agency of another state. Excludes State LE. Other limited exclusions. Requires department policy by July 1, 2026. Created GC Chapter 17.45.

**SB 805- *LE Identification (ID) "No Vigilantes Act"***

Creates misdemeanor statute for nonuniformed LE personnel operating in CA to display ID with agency name and name and/or badge number. Requires departments to create and publicly post policy for non-uniformed officers to display agency, name and/or badge number. Some exemptions. Policy must address the visible identification of sworn personnel, including a purpose statement affirming the agency's commitment to specified

principles including transparency, accountability, and public trust, and a requirement for sworn personnel to visibly display identification and for specified exceptions. Exempts personnel of any agency from the crime for not displaying identification if an agency maintains a policy pursuant to these provisions. Also expands criteria and penalty for impersonating an officer.

**AB 1213- *Restitution Priority***

Codifies 1203.4 PC requiring that restitution is paid first out of all monies received before all other fines and fees.

**AB 451- *LE Policy, Restraining Orders and Firearms***

Adds new PC 13667 requiring the adoption of policy and standards for enforcing firearm relinquishment by January 1, 2027. Exempts probation officers. Subject to the Commission on State Mandates to determine reimbursements.

**AB 468- *State of Emergency/ Evacuation Crimes***

Recasts the crime of looting to include first degree burglary, 2nd degree burglary, grand theft, trespass, and theft from a vehicle, when those offenses are committed in an evacuation zone (including warning). Increased penalties, minimum sentences and mandates for community service when probation is granted. Includes any residential dwelling units in such an area for a period of one year after the evacuation order, or up to 3 years if the property is undergoing construction.

**AB 561- *Restraining Order Submissions***

Operable Jan 1, 2027. Allows for electronic submissions of requests and remote appearances for those seeking a RO.

**AB 1036- *Post Sentence Discovery***

Increases access to post sentence discovery in felony cases.

**AB 348- *Full Service Partnership***

Effective Jan 1, 2027. Adds WIC 5887 to extend services to those with serious mental illness, housing issues, those transitioning back to community from long term residential treatment, those transitioning back to community from 6 months or more of jail/prison, and those with 5 or more 5150 WIC detentions in last 5 years. Excludes when in conflict with MediCAL or court order.

**SB 27- CARE Act**

Modifies eligibility to include misdemeanor incompetent to stand trial (IST).

**AB 247- CDCR Fire Crew Pay**

Increases the inmate payrate to \$7.25/hour when assigned to a fire. Also applied to youth offender Pine Grove program.

**AB 1269- Inmate Death Notifications “Wakiesha’s Law”**

Requires the county or city jail to notify all people covered by the medical release of information and next of kin forms within 24 hours of the death of a person incarcerated in the county or city jail. Subject to the Commission on State Mandates to determine reimbursements.

**AB 438- (Hadwick) Authorized emergency Vehicles**

Permits CHP to issue an emergency vehicle permit to any vehicle owned by a county, city, or city and county office of emergency services only while that vehicle is being used by a public employee who is employed by the office in responding to any disaster.

**SB 707- Brown Act**

Updates the Ralph M. Brown Act to enhance public access and participation in local government meetings.

Aims to modernize the law to reflect technological advancements and improve public engagement.

Permanently allows members of legislative bodies to use internet social media platforms to engage with the public, provided they do not deliberate among themselves on these platforms. This change aims to enhance transparency and accessibility.

Mandates that local agencies provide reasonable accommodation for members with disabilities, allowing them to participate in meetings remotely. This includes using both audio and video technology unless an exception is warranted due to their disability.

New requirements on "eligible legislative bodies" (such as city councils in larger jurisdictions) to promote public accessibility, language equity, and community outreach. Includes translating meeting agendas into applicable languages and ensuring public access to meetings through various platforms. Takes effect on July 1, 2026

**AB 339- Local Public Employee Organizations Notifications**

Requires no less than 45 days notice to employee organizations of department intent to contract for any services that are within the scope of such employees.

**SB 580- Attorney general “Model” policies**

Requires the Attorney General, on or before July 1, 2026, to publish model policies relating to interaction with immigration enforcement, consistent with federal and state law, and to publish guidance and recommendations for databases operated by state and local agencies to limit the availability of information in those databases for the purposes of immigration enforcement, consistent with federal and state law. Adds GC 12532.5. Requires a local policy by Jan 1, 2027. Subject to the Commission on State Mandates to determine reimbursements.

**ADULT**

**AB 321- Misdemeanor Sentencing, Court Authority**

Court (Judicial) may reduce all charged “wobblers” to a misdemeanor on own motion or with motion of other party prior to trial.

**AB 366- Extension of Ignition Interlock Requirement**

Extends ignition interlock option with restricted license and requirement of DUI related offenses until 2033.

**AB 379- Prostitution**

Increases penalty for solicitation of a minor if under 16 or under 18 and a victim of human trafficking. Additional penalty for age gap of over 3 years. Requires an offender no fee education program on human trafficking and child exploitation. Creates a Survivor of Human Trafficking Fund.

**AB 1087- Probation Terms, Vehicular Manslaughter**

Increases probation term for offenders to 3,4 or 5 years for vehicular manslaughter with intoxication. Prior limitation to 2 year per AB 1950.

**JUVENILE**

**SB 413- County Counsel Review of Juvenile Records**

Expands accessibility of county counsel or other local government entity attorneys to review juvenile records for certain delinquency, dependency hearings, and civil hearings. Subject to the Commission on State Mandates to determine reimbursements.

**AB 383- Firearm Relinquishment**

Adds firearm and ammunition relinquishment and prohibitions to juvenile cases when adjudicated of felonies, serious and violent offenses and other specified crimes until age

30. Probation to facilitate search of records and relinquishment as in adult cases. Amends PC 1524, 29615, and 29810. Subject to the Commission on State Mandates to determine reimbursements.

**SB 680- *Statutory Rape***

Adds PC 261.5(c) and (d) requiring PC 290 sex offender registration for offenses involving a 10+ year age gap.

**AB 1376- *Juvenile Wardship Probation Term Limit***

Limits the length of probation term for juvenile cases to 1 year. Provides for 6 month extensions with court hearing and court finding that an extension past 1 year is in the best interests of the minor and the community at preponderance of evidence standard. Community interests set at WIC 202 which focuses on public safety. Exemptions for detained youth (halls, ranches, camps, and placements, etc.). No limit to offense or restitution.

**AB 349- *Foster Care Rates***

Increases foster care rate tying to California Necessities Index (CNI) along with other program rates.

**AB 562- *Foster Care Family Finding***

Applicable to Child Welfare. Requires retention of date and other information potential relatives were sought and an annual review of such.

**AB 896- *Foster Care Placement Transition Planning***

Applicable to Child Welfare. Adds to WIC 16010.11.

**AB 890- *Non-Minor Dependents***

Revises the conditions to which a non-minor dependent (NMD) can be transferred to another jurisdiction. Establishes WIC 17.1(f).

**SB 624- *Non-Minor Dependents***

California Department of Social Services (CDSS) to create guidance , practices and resources for counties to assist NMD with federal and state taxes.

**AB 461- *Truancy***

Repeals parental prosecution for failure to ensure school attendance of children per PC 270.1.

**AB 243- *Financial Aid for Dependents***

Establishes a process for obtaining financial aid for dependents of the court. Education Code 66020.8 and WIC 826.9.

**AB 542- *Continuations Schools and Workforce Development***

Requires workforce development courses in continuation schools.

**AB 1230- *School Expulsion Rehabilitation Plans***

Requires schools to formulate a plan for rehabilitation and reinstatement into school at time of expulsion.

**SB 848- *School Employee Misconduct***

Amends EC 32282 requiring increased training and plans for staff to protect against student abuse.

**AB 118- *DHSS and Juvenile Justice Realignment (JJRBG) per SB 823 Budget Trailer Bill***

Precludes county board of supervisors (BOS) from authorizing Juvenile Justice Realignment Block Grant (JJRBG) funds to any juvenile facility that was “unsuitable” per OYCR the year prior. Also authorizes the BOS to withhold funding from any entity that operated an unsuitable facility.

Revises allocation formula for the JJRBG from state to counties. Maintains minimum allotment of \$250,000 per year.

Requires new components of annual plans to include descriptions of Less Restrictive Placements (LRP’s) used by county and a summary of all expenditures.

**AB 102- *Main Budget Trailer Bill***

Allocates an additional \$31.5 million to the Department of Social Services (DSS) for foster families/providers to cover increased costs of insurance and an additional \$9 million for Family Urgent Responses System (FURS).

**SIERRA COUNTY BOARD OF SUPERVISORS'  
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

<b>MEETING DATE:</b>  <b>DEPARTMENT:</b>  <b>PHONE NUMBER:</b>  <b>REQUESTED BY:</b>	<b>TYPE OF AGENDA ITEM:</b> REGULAR          CONSENT          TIMED  <b>SUPPORTIVE DOCUMENT ATTACHED:</b> RESOLUTION          MEMO AGREEMENT          OTHER _____
<b>AGENDA ITEM:</b>	
<b>BACKGROUND INFORMATION:</b>	
<b>FUNDING SOURCE:</b> <b>GENERAL FUND IMPACT:</b>	<b>OTHER FUND:</b> <b>AMOUNT: \$</b>
<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  YES          NO  TYPE OF EMPLOYEE	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b>  YES          NO  <b>IS A BUDGET TRANSFER REQUIRED?</b>  YES          NO
<b>SPACE BELOW FOR CLERK'S USE</b>	
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<b>COMMENTS:</b>	

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**SIERRA COUNTY BOARD OF SUPERVISORS'  
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

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CLERK OF THE BOARD

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**SIERRA COUNTY BOARD OF SUPERVISORS'  
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

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<b>BOARD VOTE:</b> BY CONSENSUS  AYES:  ABSTAIN:  NOES:  ABSENT:	RESOLUTION 2026- _____ AGREEMENT 2026- _____ ORDINANCE _____
<b>COMMENTS:</b>	

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CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**SIERRA COUNTY BOARD OF SUPERVISORS'  
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

<p><b>MEETING DATE:</b> 1/20/2026</p> <p><b>DEPARTMENT:</b> Behaviorail Health</p> <p><b>PHONE NUMBER:</b> 530-993-6717</p> <p><b>REQUESTED BY:</b> Sheryll Prinz-McMillan</p>	<p><b>TYPE OF AGENDA ITEM:</b></p> <p><input type="checkbox"/> REGULAR    <input checked="" type="checkbox"/> CONSENT    <input type="checkbox"/> TIMED</p> <hr/> <p><b>SUPPORTIVE DOCUMENT ATTACHED:</b></p> <p><input type="checkbox"/> RESOLUTION    <input checked="" type="checkbox"/> MEMO</p> <p><input checked="" type="checkbox"/> AGREEMENT    OTHER _____</p>
<p><b>AGENDA ITEM:</b></p> <p>Agreement between the California Mental Health Services Authority (CalMHSA) and County of Sierra a for participation in county use of specialized training material, in an amount not to exceed \$5,000, from February 1, 2026 through June 30, 2028.</p>	
<p><b>BACKGROUND INFORMATION:</b></p> <p>See attached Memo.</p>	
<p><b>FUNDING SOURCE:</b> 0515670</p> <p><b>GENERAL FUND IMPACT:</b> NO ADDITIONAL</p>	<p><b>OTHER FUND:</b> n/a</p> <p><b>AMOUNT:</b> \$ 5,000                      N/A</p>
<p><b>ARE ADDITIONAL PERSONNEL REQUIRED?</b></p> <p><input type="checkbox"/> YES    <input checked="" type="checkbox"/> NO</p> <p>TYPE OF EMPLOYEE NONE</p>	<p><b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b></p> <p><input checked="" type="checkbox"/> YES    <input type="checkbox"/> NO</p> <p><b>IS A BUDGET TRANSFER REQUIRED?</b></p> <p><input type="checkbox"/> YES    <input checked="" type="checkbox"/> NO</p>
<p><b>SPACE BELOW FOR CLERK'S USE</b></p>	
<p><b>BOARD ACTION:</b></p> <p><input type="checkbox"/> APPROVED                      <input type="checkbox"/> APPROVED AS AMENDED</p> <p><input type="checkbox"/> ADOPTED                        <input type="checkbox"/> ADOPTED AS AMENDED</p> <p><input type="checkbox"/> DENIED                            <input type="checkbox"/> OTHER</p> <p><input type="checkbox"/> NO ACTION TAKEN</p>	<p><b>SET PUBLIC HEARING FOR:</b></p> <p>_____</p> <p><b>DIRECTION TO:</b> _____</p> <p><b>REFERRED TO:</b> _____</p> <p><b>CONTINUED TO:</b> _____</p> <p><b>AUTHORIZATION GIVEN TO:</b> _____</p>
<p><b>BOARD VOTE:</b>                      <input type="checkbox"/> BY CONSENSUS</p> <p>AYES:</p> <p>ABSTAIN:</p> <p>NOES:</p> <p>ABSENT:</p>	<p>RESOLUTION 2026-_____</p> <p>AGREEMENT 2026-_____</p> <p>ORDINANCE _____</p>
<p><b>COMMENTS:</b></p>   	

\_\_\_\_\_  
CLERK OF THE BOARD

01/20/2026  
DATE

# Memorandum

**To: Sierra County Board of Supervisors**

**From: Sheryll Prinz-McMillan, Behavioral Health Director**

**Reference:** Agenda Item

**Date of Memo:** 1/9/2026

**Date of Board Meeting:** 1/20/2026

**Requested Action:** Agreement between the California Mental Health Services Authority (CalMSHA) and the County of Sierra for participation in county use of specialized training material, in the amount not to exceed \$5,000.00 for the term February 1, 2026, through June 30, 2028.

**Mandated by:** N/A

## Funding

**Budgeted?** Yes  No

	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
<b>Revenue</b>	\$ 5,000.00	
<b>Expenses</b>	\$ 5,000.00	
<b>Difference</b>	0	

## Background Information:

The California Mental Health Services Authority (CalMHSA) is a collaborative agency established by California counties to partner with the state in improving behavioral health care for all residents.

CalMHSA pools resources, builds partnerships, and applies technical expertise for the benefit of counties. It develops strategies and programs to enhance community mental health, encourage innovation, and better serve vulnerable populations.

As part of the Mental Health Plan, a specialized online training system is available. Courses include topics such as Medi-Cal billing, 5150 holds, and LPS reporting. Training is offered on a per-course, per-student basis, and CalMHSA provides this service at a reasonable rate.

**Potential Issues to consider:** Non-compliance in the Mental Health Plan.

**Alternatives or impacts of disapproval:** Additional staff resources finding alternative trainings which would still cost money.

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY  
PARTICIPATION AGREEMENT  
TRAINING AND CREDENTIALING COURSES PROGRAM

COVER SHEET

Sierra County (“Participant”) desires to participate in the Training and Credentialing Courses Program (“Program”) offered by the California Mental Health Services Authority (“CalMHSA”) on the terms provided in this Participation Agreement (“Agreement”). Participant acknowledges that the Program also will be governed by CalMHSA’s Joint Powers Agreement and its Bylaws. The Agreement is effective on February 1, 2026 through June 30, 2028 (“Term”). The following exhibits are attached and form part of this Agreement:

Exhibit A	Detailed Program Description, Requirements, Restrictions
Exhibit B	General Terms and Conditions
Attachment A	Order Form Template

1. **Summary of Program:** CalMHSA is offering the following Program to Counties:

This program was created to provide Training and Certification courses to Participant’s staff as needed. Depending on the type of course- training and certifications will be made available via a virtual meeting platform or recorded online at CalMHSA’s Learning Management System. Examples of potential trainings and certifications include substance use, mental health, law and ethics, 5150, and care coordination.

2. **Funding:** The Program requires the following funding and payments:

Participant will submit an Order Form to CalMHSA on a monthly basis at [accountsreceivable@calmhsa.org](mailto:accountsreceivable@calmhsa.org) using the template listed in Attachment A –Order Form Template. CalMHSA will then invoice for services requested. Participant will pay invoice within 30 days of receipt. Participant will pay in arrears for services utilized.

3. The maximum amount payable under this Agreement is not to exceed \$5,000.00.

County confirms that aside from the above, there are no other funding restrictions.

Authorized Signatures:

**CalMHSA**

Signed: \_\_\_\_\_ Name (Printed): Dr. Amie Miller, Psy.D., LMFT

Title: Executive Director Date: \_\_\_\_\_

**Participant:**

Signed: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

Title: Board of Supervisors/ CAO Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

Title: County Counsel Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

Title: Director of Behavioral Health Date: \_\_\_\_\_

## Participation Agreement

### EXHIBIT A – Detailed Program Description, Obligations, Restrictions

#### 1. Program Description:

The Training and Credentialing Courses Program allows Counties to pay for training and certification courses as they become available through CalMHSA.

#### 2. Obligations:

CalMHSA shall:

- Establish connection between Participant and potential vendors as needed;
- Manage payments and invoicing as set forth in Section V. Fiscal Provisions;
- Alert the Participant of potential courses either via an email to a designated County liaison, publicly posted on our website, and/or be made available through the CalMHSA Virtual Learning Management System. Participant will register for the courses via a registration link provided by CalMHSA either directly via email, publicly posted on our website, and/or be made available through the CalMHSA Virtual Learning Management System.

Participant shall:

- Complete timely submission of monthly work orders;
- Register for trainings or courses via the available registration link provided by CalMHSA.

**Participation Agreement**  
**EXHIBIT B - General Terms and Conditions**

**I. Definitions**

The following words, as used throughout this Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- B. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- C. Mental Health Services Act (MHSA) – A law initially known as Proposition 63 in the November 2004 election that added sections to the Welfare and Institutions Code.
- D. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- E. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- F. Program – The program identified in the Cover Sheet offered by CalMHSA under the Agreement.

**II. Responsibilities**

- A. Responsibilities of CalMHSA:
  - 1. Provide the Program as described in the Agreement;
  - 2. Act as the Fiscal and Administrative agent for the Program.
  - 3. Manage funds received consistent with the requirements of applicable laws, regulations, and this Agreement.
  - 4. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
  - 5. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
  - 1. Pay for the Program as set out in this Agreement. Payments are due within 30 days of receipt of an invoice or, as applicable, within 30 days of Agreement execution.
  - 2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
  - 3. Where applicable, ensure completion of any Participant requirements set out in Exhibit A including all assessments, creation of individual case plans, and providing or arranging for services.

4. Cooperate by providing CalMHSA with requested information and assistance to fulfill the purpose of the Program.
5. Provide feedback on Program performance.
6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPA requirements, and bylaws.

**III. Amendment.** This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by an authorized representative of both parties.

**IV. Withdrawal, Cancellation, and Termination**

- A. Participant may withdraw from the Program and terminate the Agreement upon six (6) months' written notice to CalMHSA. Notice shall be deemed served on the date of mailing.
- B. Member Cost Sharing. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their share of unavoidable expenses and liabilities arising during their participation period.
- C. CalMHSA may terminate, cancel, change, or limit the Program due to circumstances, including but not limited to, lack of County participation, government restrictions, issues with vendors or their services/platforms/products, lack of funding, governmental funding changes, inability to provide the Program due to vendor(s), regulatory changes, force majeure, or other issues.
- D. If applicable, upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising under the Program shall be returned to Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for any portal or platform, ongoing services etc. are not subject to such reversion (subject to applicable laws). Unused funds that were paid for by a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed to a particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them per the Program.

**V. Fiscal Provisions.**

- A. Funding required from Participant will not exceed \$ 5,000.00 during the project period.
- B. **Rates for Services –**

Training Type	Rate
Training and Certification	Not to Exceed \$5,000.00 _____ over the project period

**C. Payment Method –**

Participant will submit an Order Form to CalMHSA on a monthly basis at [accountsreceivable@calmhsa.org](mailto:accountsreceivable@calmhsa.org) using the template listed in Attachment A –Order Form Template. CalMHSA will then invoice for services requested. Participant will pay invoice within 30 days of receipt. Participant will pay in arrears for services utilized.

**D. Administrative Fee –**

Participant will be charged a 15% administrative fee inclusive in the total cost of each service.

**VI. Indemnification**

- A. Indemnification.** To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney’s fees, arising out of or resulting from the indemnifying party’s negligence or willful conduct in the performance of its obligations under this Agreement, including the performance of the other’s subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.
- B. No Responsibility for Mental Health Services.** CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, “mental health services”). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant’s acts or omissions in connection with the provision of mental health services.

**Participation Agreement**  
 Attachment A – Training Program Order Form

[ORDER FORM #]  
 [DATE]

**PARTICIPANT:**

**PAYMENT MADE TO:**  
 California Mental Health Services Authority  
 1610 Arden Way, STE 175  
 Sacramento, CA 95815

<b>Training Program Order Form</b>				
<b>Registrant Name</b>	<b>Date of Course</b>	<b>Training Course</b>	<b>Rate</b>	<b>Total</b>
<i>Jane Doe</i>	<i>7/1/25</i>	<i>3-Hour 5150 Training</i>	<i>\$130</i>	<i>\$130</i>
<b>Total Cost of Courses</b>				<i>\$130.00</i>
<b>Total</b>				<i>\$130</i>

**Authorized Signatory:**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**SIERRA COUNTY BOARD OF SUPERVISORS'  
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

<b>MEETING DATE:</b>  <b>DEPARTMENT:</b>  <b>PHONE NUMBER:</b>  <b>REQUESTED BY:</b>	<b>TYPE OF AGENDA ITEM:</b> REGULAR          CONSENT          TIMED  <b>SUPPORTIVE DOCUMENT ATTACHED:</b> RESOLUTION          MEMO AGREEMENT          OTHER _____
<b>AGENDA ITEM:</b>	
<b>BACKGROUND INFORMATION:</b>	
<b>FUNDING SOURCE:</b> <b>GENERAL FUND IMPACT:</b>	<b>OTHER FUND:</b> <b>AMOUNT: \$</b>
<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  YES          NO  TYPE OF EMPLOYEE	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b>  YES          NO  <b>IS A BUDGET TRANSFER REQUIRED?</b>  YES          NO
<b>SPACE BELOW FOR CLERK'S USE</b>	
<b>BOARD ACTION:</b>  APPROVED                  APPROVED AS AMENDED  ADOPTED                  ADOPTED AS AMENDED  DENIED                  OTHER  NO ACTION TAKEN	<b>SET PUBLIC HEARING FOR:</b> _____ <b>DIRECTION TO:</b> _____ <b>REFERRED TO:</b> _____ <b>CONTINUED TO:</b> _____ <b>AUTHORIZATION GIVEN TO:</b> _____
<b>BOARD VOTE:</b> BY CONSENSUS  AYES:  ABSTAIN:  NOES:  ABSENT:	RESOLUTION 2026- _____ AGREEMENT 2026- _____ ORDINANCE _____
<b>COMMENTS:</b>	

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**SIERRA COUNTY  
Job Classification**

Class Title: Director of Public Works and Transportation  
Status: At Will and Exempt

**THE POSITION:**

A County Department Manager position with responsibility for policy development, program and project planning, fiscal management, administration, and development and implementation of department programs and support services related to various public works operations, transportation services, road construction and maintenance, snow removal, equipment maintenance and repair, and related County functions and shall serve the responsibilities of the County Road Commissioner. This position shall supervise department staff, manage a large number of technical, construction, and service contracts; prepare and administer departmental budgets, and perform a broad range of complex professional work. This position shall also serve as the department manager responsible for the following additional County functions:

- Director of County Plant Maintenance and General Services for the County (excluding exceptions for custodial services within specific County buildings in Loyalton).
- County Airport Manager (Sierraville-Dearwater Field).
- County Solid Waste Operations Director.
- County General Manager of the County Service Area 5, Zone 5A Public Water System (Sierra Brooks).
- Executive Director of the Sierra County Transportation Commission.
- County Parks and Recreation Director for the physical maintenance, repair, and construction of County Park and Recreation facilities and sites.
- Administrative Director of the services provided under contract for County Surveyor/County Engineer.
- County General Manager of the County Flood Control and Water Conservation District.

This position shall provide administrative and program support to the Board of Supervisors and serve at-will under the direction of the Board of Supervisors.

**POSITION NARRATIVE:**

Under general direction by the Board of Supervisors, the position plans, organizes directs and coordinates the Road and Public Works functions of the County provided by office staff and field crews located at maintenance facilities in various geographic regions of the County; providing specific responsibility for the administration of a multi-departmental agency (includes

but is not limited to transportation and roads, equipment maintenance, transit services, solid waste disposal, airport management and maintenance, water system maintenance and operation, parks maintenance, and general maintenance and custodial services for County buildings and facilities); implements laws, ordinances, and regulations; implements requirements outlined State law and in the California Administrative Code; provides expert professional assistance and advice on current and advanced transportation, road, and public works activities, care and protection of County roads and bridges, maintenance of County equipment involved in road maintenance and snow removal functions, maintains the County Airport including its permitting, maintenance, and improvement; administers a wide variety of technical, construction, and professional service contracts and special grants; prepares, administers, and maintains separate department budgets for the Road Department and all County functions outlined in the position “narrative”; supervises subordinate staff; provides consultation, prepares reports, performs a variety of the more difficult, complex, and specialized assignments in the preparation and distribution of reports to County Staff, other relevant advisory committees and governmental agencies, and the Board of Supervisors; represents the County before groups and organizations explaining projects, ordinances, regulations, resolutions and County policies to the public; and will be responsible for undertaking special assignments and/or other duties as may be assigned by the Board of Supervisors from time to time.

#### **SPECIAL REQUIREMENTS:**

- Possession of a valid California Driver License.
- Maintain membership and actively participate in the California County Engineer’s Association, RCRC Environmental Services JPA (waste disposal), Rural Counties Task Force, California Special Districts Association, and other regional associations and agencies that promote education and professional growth.
- Completion of training as may be required to maintain status as a “Disaster Services Worker” under State law to implement County emergency services as directed by the Board of Supervisors in the event of a local, State, or Federal proclamation of emergency or designated disaster.
- Completion of annual continuing education to maintain “qualified status” and successful completion of any required annual and continuing education to maintain “special requirements” required of the position.

#### **EDUCATION AND EXPERIENCE:**

- **Five (5) years of progressively responsible professional experience** in public works, road maintenance, construction, or a general engineering organization or closely related field; **public sector experience is preferred**. Such experience must include a minimum of **three (3) years in a position equivalent to Director or Deputy Director**, with demonstrated supervisory, administrative, and managerial responsibility over departmental operations.
- Equivalent to an Associate of Arts Degree, Bachelor of Arts Degree, or Bachelor of Sciences Degree from an accredited university or college and continuing education or increasingly responsible work experience with major emphasis in public administration,

construction, civil engineering, or professional engineering-related experience in the planning, development, construction, and maintenance of Public Works facilities.

**DESIRABLE KNOWLEDGE:**

- Research and statistical methods including Geographic Information Systems.
- Operate with proficiency, a personal computer and related software.
- Make effective written and oral presentations, including conducting public meetings.
- Budget development, tracking, and administration.
- Personnel regulations including but not limited to hiring, discipline, discharge, performance evaluation, and building good working relationships in an office environment.
- ADA compliance related to public projects and public roads, bridges, parks, and property.
- Administration of encroachment permits, transportation permits, facilities use permits, and other entitlements authorized by the County Code.
- Legal property description, methods, and procedures.
- Reviewing and interpreting facility improvement plans and conducting inspections.

**EXAMPLES OF ESSENTIAL DUTIES:**

- Working knowledge of government administration including procedures, principles, methods, and practices applied to the design, construction, and maintenance of County roads, bridges, and buildings.
- Familiarity with laws and regulations governing the financing and administration of public works projects including administering agreements for design, engineering, special inspections, title and right of way work, and environmental clearance as well as construction contracts and projects whether through a public bidding process or by force account.
- Oversee development and professional growth of Departmental staff by providing ongoing training and continuing education, and maintain a safe, productive, and professional work environment in the office environment and within satellite road shops within the County. Conduct routine employee evaluations and maintain a high degree of professional conduct.
- Possessing a good understanding of the laws, regulations, and policies governing Personnel as these programs apply to the daily operation of the Department.
- Possess a working understanding of the principles of waste disposal and related programs including administration of State permits, maintaining records, maintaining transfer stations, conducting required inspections to address recycling, hazardous waste

management, and characterization of critical forms of waste being accepted and to administer waste disposal contracts approved by the Board of Supervisors.

- Prepare, manage and administer separate departmental budgets. Direct the forecast of additional funding or staffing, equipment, materials. Direct the monitoring and approval of expenditures for active projects. Maintain current accounts and fund balances, including fees collected and maintain the unique restrictions governing use of Highway Users Taxes and the County Road Fund.
- Coordinate Department activities. Prepare and present staff reports and advice to the Board of Supervisors and provide research, analysis, technical assistance, advice, and counsel to other County Commissions, County Departments, and advisory committees on subjects related to County Roads and Transportation.
- Direct the preparation and review of studies and reports and confer with property owners, project proponents, public agencies, community groups, and others to further the implementation of the goals of the Department.
- Maintain independent records of the County Transportation Commission as an independent public agency as organized under the Transportation Development Act and recognizing the limitations of funding available to finance the work of the Local Transportation Commission and the provision of transit services.
- Oversee the professional development of staff. Provide adequate and ongoing professional training. Maintain a safe, productive, and professional work environment. Evaluate and motivate employees and maintain a high degree of professional expectations.
- Confer with architects, contractors, engineers, materials suppliers, and the general public to assure that policies, programs, services, and procedures of the Department are known and continuously monitor and evaluate their efficiency and effectiveness to identify opportunities for Department improvement.
- Represent the County Department of Transportation and related functions with the public, community organizations, special groups, and other governmental agencies.
- Work with and cooperate with Local, State, and Federal Agencies and non-profit organizations in the administration of the Department including but not limited to other adjacent counties, County Departments, California Department of Transportation, US Forest Service, Bureau of Land Management, Federal Energy Regulatory Commission, Cal Fire, Department of Fish and Wildlife, Regional Water Quality Control Board, Department of Water Resources, Department of Parks and Recreation to name only a few.
- Knowledge of processes and regulatory framework for seeking restoration and recovery of public facility damage caused by any natural disaster and seeking reimbursement from State OES and FEMA as well as available grants and programs.
- Annually complete continuing education in Road and Public Works Department operations and related fields to assure that proficiency in programs, laws, and policies are current.
- Perform other duties as assigned by the Board of Supervisors.

### **TYPICAL PHYSICAL REQUIREMENTS AND WORKING CONDITIONS:**

Mobility to work in a standard, temperature controlled, office environment-sitting for extended periods of time and frequently standing or walking. Working outdoors is common conducting site inspections and meeting with departmental staff. Continuous contact with the public and other agencies is common as well as conducting off-site meetings, public workshops, and presentations to the Board of Supervisors. Operation of motor vehicles is very common. Hearing and speech to communicate clearly in person, by telephone, or by virtual means. Strength to lift and maneuver with materials and equipment weighing up to 90 pounds. Use of standard office equipment including but not limited to phones, radios, typewriters, tape recording, GPS devices, computers, printers, scanners, plotters, calculators, fax machines, scales, tape measures, cell phones, scales, levels and slope delineators, and testing equipment. Possess normal manual dexterity and eye-hand coordination to use standard office equipment and supplies; hearing and speech to communicate in person, by phone, and in writing; vision to read handwritten and printed materials and a computer screen; comfortable with verbal communications; work extended hours, work off-site, attend meetings, travel out-of-County and out of State as may be required; routinely engage the public and staff members.

### **BUDGETS AND POSITIONS DIRECTLY SUPERVISED: \***

- The County Director of Transportation shall manage and administer separate County budgets including the Road Department, STIP Projects, Local Transportation Commission, Aviation, Solid Waste Disposal, County Surveyor/Engineer, Plant Maintenance, County Service Area 5, Zone 5A Water System, Parks and Recreation, and County Flood Control District. From time to time, additional County budgets may be necessary to be developed and managed for grants, special projects, and other services that may require an independent and separate County budget.
- The County Director of Transportation shall supervise and manage approved, budgeted positions within each of the required County budgets-office staff, field crews, part-time positions, and emergency positions.
- Temporary or part-time positions or contracts in place for grants, special projects, special inspections, various labor needs such as brush crew and litter control or waste disposal services.

\* Individual budgets are prepared and maintained by the Director of Transportation for all budgets necessary to serve the County Departments and/or functions outlined under the supervision of the County Director of Transportation as outlined within the narrative entitled "THE POSITION" included herein. Budgets are not combined for purposes of budget autonomy so that administration and control is exercised according to function, funding source, and the separation of the duties of staff assigned to each budget does not get confused or omitted accordingly. Individual grants and special projects, may from time to time, be cause for adoption of an individual grant budget or special project budget so that baseline departmental budgets are easy to track.

Approved by Board of Supervisor: \_\_\_\_\_  
Clerk of the Board                      Date

Reviewed by: \_\_\_\_\_  
Personnel Director                      Date

Received and filed by: \_\_\_\_\_  
County Clerk                              Date

**SIERRA COUNTY BOARD OF SUPERVISORS'  
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

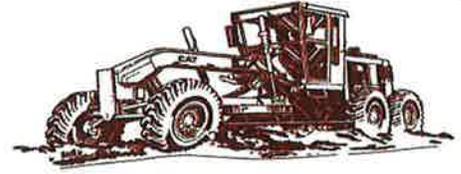
<b>MEETING DATE:</b>  <b>DEPARTMENT:</b>  <b>PHONE NUMBER:</b>  <b>REQUESTED BY:</b>	<b>TYPE OF AGENDA ITEM:</b> REGULAR          CONSENT          TIMED  <b>SUPPORTIVE DOCUMENT ATTACHED:</b> RESOLUTION          MEMO AGREEMENT          OTHER _____
<b>AGENDA ITEM:</b>	
<b>BACKGROUND INFORMATION:</b>	
<b>FUNDING SOURCE:</b>  <b>GENERAL FUND IMPACT:</b>	<b>OTHER FUND:</b>  <b>AMOUNT: \$</b>
<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  YES          NO  TYPE OF EMPLOYEE	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b>  YES          NO  <b>IS A BUDGET TRANSFER REQUIRED?</b>  YES          NO
<b>SPACE BELOW FOR CLERK'S USE</b>	
<b>BOARD ACTION:</b>  APPROVED                  APPROVED AS AMENDED  ADOPTED                  ADOPTED AS AMENDED  DENIED                  OTHER  NO ACTION TAKEN	<b>SET PUBLIC HEARING FOR:</b> _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
<b>BOARD VOTE:</b> BY CONSENSUS  AYES:  ABSTAIN:  NOES:  ABSENT:	RESOLUTION 2026- _____ AGREEMENT 2026- _____ ORDINANCE _____
<b>COMMENTS:</b>	

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

R & J JOY, INC.  
 DBA JOY ENGINEERING  
 PO BOX 19219  
 RENO, NV 89511  
 (530) 832-5760 Fax(530) 832-5472

# JOY ENGINEERING



**BILL TO:**

SIERRA CO DEPT OF PUBLIC WORKS  
 PO BOX 98  
 DOWNIEVILLE, CA 95936

**CUSTOMER #:** SCDPW  
**INVOICE #:** 25438  
**INVOICE DATE:** 12/11/2025  
**DUE DATE:** 1/10/2026  
**PAGE:** Page 1 of 1

**JOB:**25014  
 BLASTED ROCK QUARRY

DESCRIPTION	QUANTITY	PRICE	AMOUNT
AB - JOB 87115			
<b>MATERIAL</b>			
12/11/2025 BASE ROCK 3/4"	SEE ATTACHED	487.78 Tons	17.40/Tons
			8,487.37
		<b>TOTAL MATERIAL:</b>	8,487.37

PW-242  
 vEndor 4671  
 0310000-3010-7726  
 Project 87115  
 Grant FEMA 4699  
 PW00648  
 Campbell Hot Springs Road  
 Going to BOS 01/20/2026

**SUBTOTAL:** \$ 8,487.37  
**OH / PR:** \$ 0.00  
**SALES TAX:** \$ 615.33  
**TOTAL DUE:** \$ 9,102.70

**Thank you for your business!**

Past due balances are subject to a finance charge of 1.5% per month, which is equal to 18% per year.

# Joy Engineering-Blasted Detailed Gross/Tare/Net Report

Order: by Account (SCDPW) by Material by Ticket Number Type: All  
From 12/01/2025 to 12/11/2025

**SIERRA CO DEPT OF PUBLIC WORKS (SCDPW)**

**3/4 AB (5000104)**

<u>Ticket</u>	<u>Account</u>	<u>Truck</u>	<u>Code</u>	<u>Date / Time In</u>	<u>Date / Time Out</u>	<u>Gross</u>	<u>Tare</u>	<u>Net</u>	<u>Net Tons</u>
37985	SCDPW	2020	5000104	12/08/25 02:03pm	12/08/25 02:07pm	78,420	34,300	44,120	22.06
37988	SCDPW	2020	5000104	12/09/25 07:19am	12/09/25 07:25am	78,620	34,400	44,220	22.11
37990	SCDPW	2020	5000104	12/09/25 08:24am	12/09/25 08:30am	78,500	34,400	44,100	22.05
37993	SCDPW	2020	5000104	12/09/25 09:29am	12/09/25 09:35am	78,060	34,400	43,660	21.83
37995	SCDPW	2020	5000104	12/09/25 10:36am	12/09/25 10:39am	77,840	34,400	43,440	21.72
37998	SCDPW	2020	5000104	12/09/25 11:40am	12/09/25 11:43am	78,300	34,400	43,900	21.95
38008	SCDPW	2020	5000104	12/10/25 07:09am	12/10/25 07:13am	78,700	34,360	44,340	22.17
38010	SCDPW	2020	5000104	12/10/25 08:14am	12/10/25 08:20am	79,720	34,360	45,360	22.68
38012	SCDPW	2020	5000104	12/10/25 09:18am	12/10/25 09:23am	79,000	34,360	44,640	22.32
38015	SCDPW	2020	5000104	12/10/25 10:19am	12/10/25 10:25am	78,700	34,360	44,340	22.17
38020	SCDPW	2020	5000104	12/10/25 11:24am	12/10/25 11:30am	78,780	34,360	44,420	22.21
38027	SCDPW	2020	5000104	12/10/25 12:33pm	12/10/25 12:37pm	77,980	34,360	43,620	21.81
38030	SCDPW	2020	5000104	12/10/25 01:34pm	12/10/25 01:39pm	78,040	34,360	43,680	21.84
38037	SCDPW	2020	5000104	12/10/25 02:35pm	12/10/25 02:40pm	78,060	34,360	43,700	21.85
38039	SCDPW	2020	5000104	12/11/25 07:08am	12/11/25 07:13am	79,380	34,420	44,960	22.48
38043	SCDPW	2020	5000104	12/11/25 08:28am	12/11/25 08:32am	79,020	34,420	44,600	22.30
38045	SCDPW	2020	5000104	12/11/25 09:33am	12/11/25 09:33am	79,520	34,420	45,100	22.55
38047	SCDPW	2020	5000104	12/11/25 10:28am	12/11/25 10:33am	79,980	34,420	45,560	22.78
38050	SCDPW	2020	5000104	12/11/25 11:30am	12/11/25 11:36am	78,940	34,420	44,520	22.26
38051	SCDPW	2020	5000104	12/11/25 12:34pm	12/11/25 12:40pm	78,380	34,420	43,960	21.98
38053	SCDPW	2020	5000104	12/11/25 01:42pm	12/11/25 01:47pm	78,600	34,420	44,180	22.09
38056	SCDPW	2020	5000104	12/11/25 02:44pm	12/11/25 02:50pm	79,560	34,420	45,140	22.57

**3/4 AB (5000104) Totals**

<u>Loads</u>	<u>Units</u>	<u>Yards</u>	<u>Net</u>	<u>Net Tons</u>
22	0	0.0	975,560	487.78

**SIERRA CO DEPT OF PUBLIC WORKS (SCDPW) Totals**

<u>Loads</u>	<u>Units</u>	<u>Yards</u>	<u>Net</u>	<u>Net Tons</u>
22	0	0.0	975,560	487.78

	<u>Loads</u>	<u>Units</u>	<u>Yards</u>	<u>Net</u>	<u>Net Tons</u>
<b>Grand Totals</b>	22	0	0.0	975,560	487.78

1584 Wolf Meadows Lane  
Portola, CA 96122  
(530) 832-5760

**JOY ENGINEERING**  
Engineering Contractors

Scales located  
Blasted Rock  
Beckwourth, CA

Ticket #: 38008

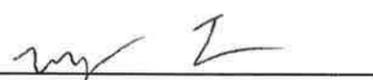
Buyer: SIERRA CO DEPT OF PUBLIC WORKS  
Address: PO BOX 98  
City: DOWNIEVILLE  
State: CA Zip: 95936

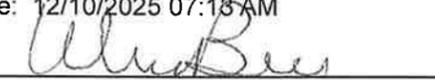
Gross: 78700 lbs  
Tare: 34360 lbs  
Net: 44340 lbs  
Net (tons): 22.17 tons

Commodity: 3/4 AB  
Hauler: MCGARR EXCAVATION  
Truck #: 2020  
VIN #: JOB 87115  
Name:

Base Charge: \$385.76  
Tax: \$27.97  
Total Charge: \$413.73

Date/Time: 12/10/2025 07:18 AM

Driver: 

Weigher: 

WEIGHMASTER CERTIFICATE: This is to certify that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

1584 Wolf Meadows Lane  
Portola, CA 96122  
(530) 832-5760

**JOY ENGINEERING**  
Engineering Contractors

Scales located  
Blasted Rock  
Beckwourth, CA

Ticket #: 37995

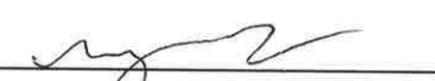
Buyer: SIERRA CO DEPT OF PUBLIC WORKS  
Address: PO BOX 98  
City: DOWNIEVILLE  
State: CA Zip: 95936

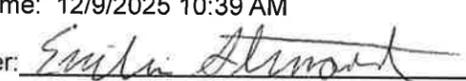
Gross: 77840 lbs  
Tare: 34400 lbs  
Net: 43440 lbs  
Net (tons): 21.72 tons

Commodity: 3/4 AB  
Hauler: MCGARR EXCAVATION  
Truck #: 2020  
VIN #: JOB 87115  
Name:

Base Charge: \$377.93  
Tax: \$27.40  
Total Charge: \$405.33

Date/Time: 12/9/2025 10:39 AM

Driver: 

Weigher: 

WEIGHMASTER CERTIFICATE: This is to certify that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

1584 Wolf Meadows Lane  
Portola, CA 96122  
(530) 832-5760

**JOY ENGINEERING**  
Engineering Contractors

Scales located  
Blasted Rock  
Beckwourth, CA

Ticket #: 37993

Buyer: SIERRA CO DEPT OF PUBLIC WORKS  
Address: PO BOX 98  
City: DOWNIEVILLE  
State: CA Zip: 95936

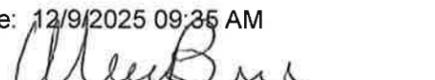
Gross: 78060 lbs  
Tare: 34400 lbs  
Net: 43660 lbs  
Net (tons): 21.83 tons

Commodity: 3/4 AB  
Hauler: MCGARR EXCAVATION  
Truck #: 2020  
VIN #: JOB 87115  
Name:

Base Charge: \$379.84  
Tax: \$27.54  
Total Charge: \$407.38

Date/Time: 12/9/2025 09:35 AM

Driver: 

Weigher: 

WEIGHMASTER CERTIFICATE: This is to certify that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

1584 Wolf Meadows Lane  
Portola, CA 96122  
(530) 832-5760

**JOY ENGINEERING**  
Engineering Contractors

Scales located  
Blasted Rock  
Beckwourth, CA

Ticket #: 37985

Buyer: SIERRA CO DEPT OF PUBLIC WORKS  
Address: PO BOX 98  
City: DOWNIEVILLE  
State: CA Zip: 95936

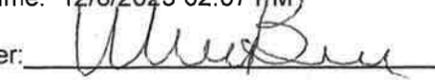
Gross: 78420 lbs  
Tare: 34300 lbs  
Net: 44120 lbs  
Net (tons): 22.06 tons

Commodity: 3/4 AB  
Hauler: MCGARR EXCAVATION  
Truck #: 2020  
VIN #: JOB 87115  
Name:

Base Charge: \$383.84  
Tax: \$27.83  
Total Charge: \$411.67

Date/Time: 12/8/2025 02:07 PM

Driver: 

Weigher: 

WEIGHMASTER CERTIFICATE: This is to certify that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

1584 Wolf Meadows Lane  
Portola, CA 96122  
(530) 832-5760

**JOY ENGINEERING**  
Engineering Contractors

Scales located  
Blasted Rock  
Beckwourth, CA

Ticket #: 37988

Buyer: SIERRA CO DEPT OF PUBLIC WORKS  
Address: PO BOX 98  
City: DOWNIEVILLE  
State: CA Zip: 95936

Gross: 78620 lbs  
Tare: 34400 lbs  
Net: 44220 lbs  
Net (tons): 22.11 tons

Commodity: 3/4 AB  
Hauler: MCGARR EXCAVATION  
Truck #: 2020  
VIN #: JOB 87115  
Name:

Base Charge: \$384.71  
Tax: \$27.89  
Total Charge: \$412.60

Date/Time: 12/9/2025 07:25 AM

Driver: 

Weigher: 

WEIGHMASTER CERTIFICATE: This is to certify that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

1584 Wolf Meadows Lane  
Portola, CA 96122  
(530) 832-5760

**JOY ENGINEERING**  
Engineering Contractors

Scales located  
Blasted Rock  
Beckwourth, CA

Ticket #: 37990

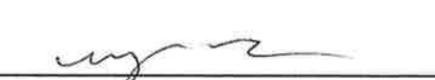
Buyer: SIERRA CO DEPT OF PUBLIC WORKS  
Address: PO BOX 98  
City: DOWNIEVILLE  
State: CA Zip: 95936

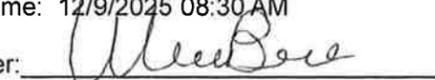
Gross: 78500 lbs  
Tare: 34400 lbs  
Net: 44100 lbs  
Net (tons): 22.05 tons

Commodity: 3/4 AB  
Hauler: MCGARR EXCAVATION  
Truck #: 2020  
VIN #: JOB 87115  
Name:

Base Charge: \$383.67  
Tax: \$27.82  
Total Charge: \$411.49

Date/Time: 12/9/2025 08:30 AM

Driver: 

Weigher: 

WEIGHMASTER CERTIFICATE: This is to certify that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

1584 Wolf Meadows Lane  
Portola, CA 96122  
(530) 832-5760

**JOY ENGINEERING**  
Engineering Contractors

Scales located  
Blasted Rock  
Beckwourth, CA

Ticket #: 38015

Buyer: SIERRA CO DEPT OF PUBLIC WORKS  
Address: PO BOX 98  
City: DOWNIEVILLE  
State: CA Zip: 95936

Gross: 78700 lbs  
Tare: 34360 lbs  
Net: 44340 lbs  
Net (tons): 22.17 tons

Commodity: 3/4 AB  
Hauler: MCGARR EXCAVATION  
Truck #: 2020  
VIN #: JOB 87115  
Name:

Base Charge: \$385.76  
Tax: \$27.97  
Total Charge: \$413.73

Date/Time: 12/10/2025 10:25 AM

Driver: 

Weigher: 

WEIGHMASTER CERTIFICATE: This is to certify that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

1584 Wolf Meadows Lane  
Portola, CA 96122  
(530) 832-5760

**JOY ENGINEERING**  
Engineering Contractors

Scales located  
Blasted Rock  
Beckwourth, CA

Ticket #: 38020

Buyer: SIERRA CO DEPT OF PUBLIC WORKS  
Address: PO BOX 98  
City: DOWNIEVILLE  
State: CA Zip: 95936

Gross: 78780 lbs  
Tare: 34360 lbs  
Net: 44420 lbs  
Net (tons): 22.21 tons

Commodity: 3/4 AB  
Hauler: MCGARR EXCAVATION  
Truck #: 2020  
VIN #: JOB 87115  
Name:

Base Charge: \$386.45  
Tax: \$28.02  
Total Charge: \$414.47

Date/Time: 12/10/2025 11:30 AM

Driver: 

Weigher: 

WEIGHMASTER CERTIFICATE: This is to certify that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

1584 Wolf Meadows Lane  
Portola, CA 96122  
(530) 832-5760

**JOY ENGINEERING**  
Engineering Contractors

Scales located  
Blasted Rock  
Beckwourth, CA

Ticket #: 38027

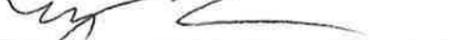
Buyer: SIERRA CO DEPT OF PUBLIC WORKS  
Address: PO BOX 98  
City: DOWNIEVILLE  
State: CA Zip: 95936

Gross: 77980 lbs  
Tare: 34360 lbs  
Net: 43620 lbs  
Net (tons): 21.81 tons

Commodity: 3/4 AB  
Hauler: MCGARR EXCAVATION  
Truck #: 2020  
VIN #: JOB 87115  
Name:

Base Charge: \$379.49  
Tax: \$27.51  
Total Charge: \$407.00

Date/Time: 12/10/2025 12:37 PM

Driver: 

Weigher: 

WEIGHMASTER CERTIFICATE: This is to certify that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

1584 Wolf Meadows Lane  
Portola, CA 96122  
(530) 832-5760

**JOY ENGINEERING**  
Engineering Contractors

Scales located  
Blasted Rock  
Beckwourth, CA

Ticket #: 37998

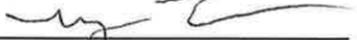
Buyer: SIERRA CO DEPT OF PUBLIC WORKS  
Address: PO BOX 98  
City: DOWNIEVILLE  
State: CA Zip: 95936

Gross: 78300 lbs  
Tare: 34400 lbs  
Net: 43900 lbs  
Net (tons): 21.95 tons

Commodity: 3/4 AB  
Hauler: MCGARR EXCAVATION  
Truck #: 2020  
VIN #: JOB 87115  
Name:

Base Charge: \$381.93  
Tax: \$27.69  
Total Charge: \$409.62

Date/Time: 12/9/2025 11:43 AM

Driver: 

Weigher: 

WEIGHMASTER CERTIFICATE: This is to certify that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

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Portola, CA 96122  
(530) 832-5760

**JOY ENGINEERING**  
Engineering Contractors

Scales located  
Blasted Rock  
Beckwourth, CA

Ticket #: 38010

Buyer: SIERRA CO DEPT OF PUBLIC WORKS  
Address: PO BOX 98  
City: DOWNIEVILLE  
State: CA Zip: 95936

Gross: 79720 lbs  
Tare: 34360 lbs  
Net: 45360 lbs  
Net (tons): 22.68 tons

Commodity: 3/4 AB  
Hauler: MCGARR EXCAVATION  
Truck #: 2020  
VIN #: JOB 87115  
Name:

Base Charge: \$394.63  
Tax: \$28.61  
Total Charge: \$423.24

Date/Time: 12/10/2025 08:20 AM

Driver: 

Weigher: 

WEIGHMASTER CERTIFICATE: This is to certify that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

1584 Wolf Meadows Lane  
Portola, CA 96122  
(530) 832-5760

**JOY ENGINEERING**  
Engineering Contractors

Scales located  
Blasted Rock  
Beckwourth, CA

Ticket #: 38012

Buyer: SIERRA CO DEPT OF PUBLIC WORKS  
Address: PO BOX 98  
City: DOWNIEVILLE  
State: CA Zip: 95936

Gross: 79000 lbs  
Tare: 34360 lbs  
Net: 44640 lbs  
Net (tons): 22.32 tons

Commodity: 3/4 AB  
Hauler: MCGARR EXCAVATION  
Truck #: 2020  
VIN #: JOB 87115  
Name:

Base Charge: \$388.37  
Tax: \$28.16  
Total Charge: \$416.53

Date/Time: 12/10/2025 09:23 AM

Driver: 

Weigher: 

WEIGHMASTER CERTIFICATE: This is to certify that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

1584 Wolf Meadows Lane  
Portola, CA 96122  
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**JOY ENGINEERING**  
Engineering Contractors

Scales located  
Blasted Rock  
Beckwourth, CA

Ticket #: 38037

Buyer: SIERRA CO DEPT OF PUBLIC WORKS  
Address: PO BOX 98  
City: DOWNIEVILLE  
State: CA Zip: 95936

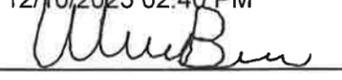
Gross: 78060 lbs  
Tare: 34360 lbs  
Net: 43700 lbs  
Net (tons): 21.85 tons

Commodity: 3/4 AB  
Hauler: MCGARR EXCAVATION  
Truck #: 2020  
VIN #: JOB 87115  
Name:

Base Charge: \$380.19  
Tax: \$27.56  
Total Charge: \$407.75

Date/Time: 12/10/2025 02:40 PM

Driver: 

Weigher: 

WEIGHMASTER CERTIFICATE: This is to certify that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

1584 Wolf Meadows Lane  
Portola, CA 96122  
(530) 832-5760

**JOY ENGINEERING**  
Engineering Contractors

Scales located  
Blasted Rock  
Beckwourth, CA

Ticket #: 38043

Buyer: SIERRA CO DEPT OF PUBLIC WORKS  
Address: PO BOX 98  
City: DOWNIEVILLE  
State: CA Zip: 95936

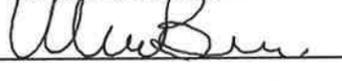
Gross: 79020 lbs  
Tare: 34420 lbs  
Net: 44600 lbs  
Net (tons): 22.30 tons

Commodity: 3/4 AB  
Hauler: MCGARR EXCAVATION  
Truck #: 2020  
VIN #: JOB 87115  
Name:

Base Charge: \$388.02  
Tax: \$28.13  
Total Charge: \$416.15

Date/Time: 12/11/2025 08:32 AM

Driver: 

Weigher: 

WEIGHMASTER CERTIFICATE: This is to certify that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

1584 Wolf Meadows Lane  
Portola, CA 96122  
(530) 832-5760

**JOY ENGINEERING**  
Engineering Contractors

Scales located  
Blasted Rock  
Beckwourth, CA

Ticket #: 38047

Buyer: SIERRA CO DEPT OF PUBLIC WORKS  
Address: PO BOX 98  
City: DOWNIEVILLE  
State: CA Zip: 95936

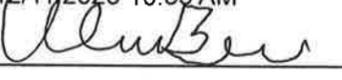
Gross: 79980 lbs  
Tare: 34420 lbs  
Net: 45560 lbs  
Net (tons): 22.78 tons

Commodity: 3/4 AB  
Hauler: MCGARR EXCAVATION  
Truck #: 2020  
VIN #: JOB 87115  
Name:

Base Charge: \$396.37  
Tax: \$28.74  
Total Charge: \$425.11

Date/Time: 12/11/2025 10:33 AM

Driver: 

Weigher: 

WEIGHMASTER CERTIFICATE: This is to certify that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this

1584 Wolf Meadows Lane  
Portola, CA 96122  
(530) 832-5760

**JOY ENGINEERING**  
Engineering Contractors

Scales located  
Blasted Rock  
Beckwourth, CA

Ticket #: 38030

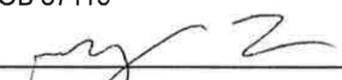
Buyer: SIERRA CO DEPT OF PUBLIC WORKS  
Address: PO BOX 98  
City: DOWNIEVILLE  
State: CA Zip: 95936

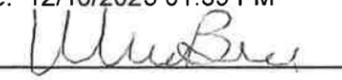
Gross: 78040 lbs  
Tare: 34360 lbs  
Net: 43680 lbs  
Net (tons): 21.84 tons

Commodity: 3/4 AB  
Hauler: MCGARR EXCAVATION  
Truck #: 2020  
VIN #: JOB 87115  
Name:

Base Charge: \$380.02  
Tax: \$27.55  
Total Charge: \$407.57

Date/Time: 12/10/2025 01:39 PM

Driver: 

Weigher: 

WEIGHMASTER CERTIFICATE: This is to certify that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

1584 Wolf Meadows Lane  
Portola, CA 96122  
(530) 832-5760

**JOY ENGINEERING**  
Engineering Contractors

Scales located  
Blasted Rock  
Beckwourth, CA

Ticket #: 38039

Buyer: SIERRA CO DEPT OF PUBLIC WORKS  
Address: PO BOX 98  
City: DOWNIEVILLE  
State: CA Zip: 95936

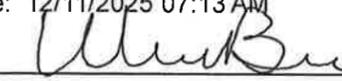
Gross: 79380 lbs  
Tare: 34420 lbs  
Net: 44960 lbs  
Net (tons): 22.48 tons

Commodity: 3/4 AB  
Hauler: MCGARR EXCAVATION  
Truck #: 2020  
VIN #: JOB 87115  
Name:

Base Charge: \$391.15  
Tax: \$28.36  
Total Charge: \$419.51

Date/Time: 12/11/2025 07:13 AM

Driver: 

Weigher: 

WEIGHMASTER CERTIFICATE: This is to certify that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

1584 Wolf Meadows Lane  
Portola, CA 96122  
(530) 832-5760

**JOY ENGINEERING**  
Engineering Contractors

Scales located  
Blasted Rock  
Beckwourth, CA

Ticket #: 38045

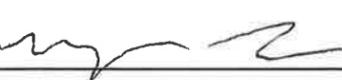
Buyer: SIERRA CO DEPT OF PUBLIC WORKS  
Address: PO BOX 98  
City: DOWNIEVILLE  
State: CA Zip: 95936

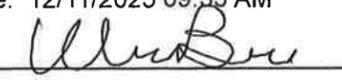
Gross: 79520 lbs  
Tare: 34420 lbs  
Net: 45100 lbs  
Net (tons): 22.55 tons

Commodity: 3/4 AB  
Hauler: MCGARR EXCAVATION  
Truck #: 2020  
VIN #: JOB 87115  
Name:

Base Charge: \$392.37  
Tax: \$28.45  
Total Charge: \$420.82

Date/Time: 12/11/2025 09:33 AM

Driver: 

Weigher: 

WEIGHMASTER CERTIFICATE: This is to certify that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this

1584 Wolf Meadows Lane  
Portola, CA 96122  
(530) 832-5760

# JOY ENGINEERING

Engineering Contractors

Scales located  
Blasted Rock  
Beckwourth, CA

Ticket #: 38051

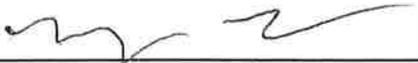
Buyer: SIERRA CO DEPT OF PUBLIC WORKS  
Address: PO BOX 98  
City: DOWNIEVILLE  
State: CA Zip: 95936

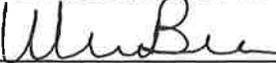
Gross: 78380 lbs  
Tare: 34420 lbs  
Net: 43960 lbs  
Net (tons): 21.98 tons

Commodity: 3/4 AB  
Hauler: MCGARR EXCAVATION  
Truck #: 2020  
VIN #: JOB 87115  
Name:

Base Charge: \$382.45  
Tax: \$27.73  
Total Charge: \$410.18

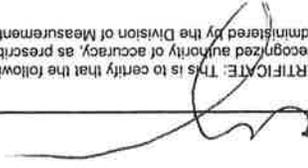
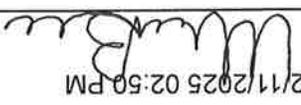
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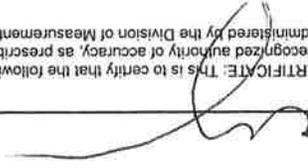
Driver: 

Weigher: 

WEIGHMASTER CERTIFICATE: This is to certify that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

WEIGHMASTER CERTIFICATE: This is to certify that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

Driver:   
Name:  
VIN #: JOB 87115  
Truck #: 2020  
Hauler: MCGARR EXCAVATION  
Commodity: 3/4 AB  
State: CA Zip: 95936  
City: DOWNIEVILLE  
Address: PO BOX 98  
Buyer: SIERRA CO DEPT OF PUBLIC WORKS  
Gross: 79560 lbs  
Tare: 34420 lbs  
Net: 45140 lbs  
Net (tons): 22.57 tons  
Base Charge: \$392.72  
Tax: \$28.47  
Total Charge: \$421.19  
Date/Time: 12/11/2025 02:50 PM  
Weigher: 

Buyer: SIERRA CO DEPT OF PUBLIC WORKS  
Address: PO BOX 98  
City: DOWNIEVILLE  
State: CA Zip: 95936  
Commodity: 3/4 AB  
Hauler: MCGARR EXCAVATION  
Truck #: 2020  
VIN #: JOB 87115  
Name:  
Driver: 

Scales located  
Blasted Rock  
Beckwourth, CA  
Ticket #: 38056

# JOY ENGINEERING

Engineering Contractors

1584 Wolf Meadows Lane  
Portola, CA 96122  
(530) 832-5760

1584 Wolf Meadows Lane  
Portoia, CA 96122  
(530) 832-5760

**JOY ENGINEERING**  
Engineering Contractors

Scales located  
Blasted Rock  
Beckwourth, CA

Ticket #: 38053

Buyer: SIERRA CO DEPT OF PUBLIC WORKS  
Address: PO BOX 98  
City: DOWNIEVILLE  
State: CA Zip: 95936

Gross: 78600 lbs  
Tare: 34420 lbs  
Net: 44180 lbs  
Net (tons): 22.09 tons

Commodity: 3/4 AB  
Hauler: MCGARR EXCAVATION  
Truck #: 2020  
VIN #:  
Name:

Base Charge: \$384.37  
Tax: \$27.87  
Total Charge: \$412.24

Date/Time: 12/11/2025 01:47 PM

Driver: 

Weigher: 

WEIGHMASTER CERTIFICATE: This is to certify that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

1584 Wolf Meadows Lane  
Portola, CA 96122  
(530) 832-5760

**JOY ENGINEERING**  
Engineering Contractors

Scales located  
Blasted Rock  
Beckwourth, CA

Ticket #: 38050

Buyer: SIERRA CO DEPT OF PUBLIC WORKS  
Address: PO BOX 98  
City: DOWNIEVILLE  
State: CA Zip: 95936

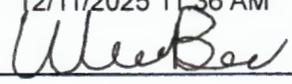
Gross: 78940 lbs  
Tare: 34420 lbs  
Net: 44520 lbs  
Net (tons): 22.26 tons

Commodity: 3/4 AB  
Hauler: MCGARR EXCAVATION  
Truck #: 2020  
VIN #: JOB 87115  
Name:

Base Charge: \$387.32  
Tax: \$28.08  
Total Charge: \$415.40

Date/Time: 12/11/2025 11:36 AM

Driver: 

Weigher: 

WEIGHMASTER CERTIFICATE: This is to certify that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

**SIERRA COUNTY BOARD OF SUPERVISORS'  
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

<b>MEETING DATE:</b>  <b>DEPARTMENT:</b>  <b>PHONE NUMBER:</b>  <b>REQUESTED BY:</b>	<b>TYPE OF AGENDA ITEM:</b> REGULAR          CONSENT          TIMED  <b>SUPPORTIVE DOCUMENT ATTACHED:</b> RESOLUTION          MEMO AGREEMENT          OTHER _____
<b>AGENDA ITEM:</b>	
<b>BACKGROUND INFORMATION:</b>	
<b>FUNDING SOURCE:</b> <b>GENERAL FUND IMPACT:</b>	<b>OTHER FUND:</b> <b>AMOUNT: \$</b>
<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  YES          NO  TYPE OF EMPLOYEE	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b>  YES          NO  <b>IS A BUDGET TRANSFER REQUIRED?</b>  YES          NO
<b>SPACE BELOW FOR CLERK'S USE</b>	
<b>BOARD ACTION:</b>  APPROVED                  APPROVED AS AMENDED  ADOPTED                  ADOPTED AS AMENDED  DENIED                  OTHER  NO ACTION TAKEN	<b>SET PUBLIC HEARING FOR:</b> _____ <b>DIRECTION TO:</b> _____ <b>REFERRED TO:</b> _____ <b>CONTINUED TO:</b> _____ <b>AUTHORIZATION GIVEN TO:</b> _____
<b>BOARD VOTE:</b> BY CONSENSUS  AYES:  ABSTAIN:  NOES:  ABSENT:	RESOLUTION 2026- _____ AGREEMENT 2026- _____ ORDINANCE _____
<b>COMMENTS:</b>	

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**ADDENDUM TO SOFTWARE AS A SERVICE AGREEMENT**

This Addendum to the Software as a Service Agreement, Agreement No. 2022-019 (“Agreement”), is made and executed by and between the County of Sierra (“County”) and Tyler Technologies, Inc. (“Contractor”), and shall be effective as of January 20, 2026.

**1. Recitals**

WHEREAS, Contractor and County entered into that certain Software as a Service Agreement, Agreement No. 2022-019, dated March 1, 2022 (“Agreement”); and

WHEREAS, County desires to obtain additional eRecording software and professional services, and Tyler has provided a written quote describing such services and associated fees; and

WHEREAS, the parties desire to amend the Agreement solely to incorporate such additional services under the existing terms and conditions.

**2. Additional Services**

Contractor shall provide, and County shall purchase, the additional eRecording software and professional services as more particularly described in Tyler Quote No. 2025-568226-Z6Y5P7, attached hereto and incorporated by reference as Exhibit A (“Additional Services”).

**3. Fees and Payment**

County shall pay Contractor the fees associated with the Additional Services as set forth in Exhibit A, including applicable one-time professional services fees and recurring annual software fees. All invoicing and payment terms shall be governed by the Agreement unless otherwise expressly stated in Exhibit A.

**4. No Other Changes.**

Except as expressly amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

**5. Effective Date.**

This Amendment shall be effective as of January 20, 2026.

IN WITNESS WHEREOF, the parties have executed this Amendment with the effective date as set forth above.

COUNTY OF SIERRA

TYLER TECHNOLOGIES, INC

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PAUL ROEN  
Chair, Board of Supervisors

---

By:

ATTEST:

APPROVED AS TO FORM

---

HEATHER FOSTER  
Clerk of the Board

---

ANDREW PLETT  
County Counsel

EXHIBIT A



Quoted By: Christine Jandreau  
 Quote Expiration: 3/23/26  
 Quote Name: Sierra County, CA.  
 eRecording for ERM

**Sales Quotation For:**

Sierra County  
 Heather Foster  
 P.O. Drawer D  
 100 Courthouse Sq. Rm. 11  
 Downieville, CA 95936  
 Phone: (530) 289-3295

Description	# of Years	Annual Fee
Records Management Software		
eRecording		
<b>TOTAL</b>	<b>1</b>	<b>\$ 3,995</b>

**Professional Services**

Description	Extended Price	Maintenance
Records Management		
Project Management		
eRecording		
<i>Total Hours</i>	<b>16</b>	
<b>TOTAL</b>	<b>\$ 2,400</b>	<b>\$ 0</b>

	Year 1
Total Recurring Annual Fees	\$ 3,995.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 3,995
Total Tyler Services	\$ 2,400	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
<b>Summary Total</b>	<b>\$ 2,400</b>	<b>\$ 3,995</b>
<b>Contract Total</b>	<b>\$ 6,395</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

### 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.



## Professional Services – eRecording

Tyler Technologies will provide remote services to Sierra County, CA. as follows:

### Project Management

#### Scope of Work:

- Implementation
- Configuration
- Training

Sierra County is responsible for acquiring certification with CERTNa or SECURE



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and 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 Service 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 Sierra 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. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated 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.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“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 E.
- **“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 SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“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 Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“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. The scope of audit coverage varies for some Tyler Software solutions. 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. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 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 of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 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.
- 6.9 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 equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. 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 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 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 (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. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
  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), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, 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 following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **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.
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. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are

reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. 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.
20. 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.
21. 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.
22. 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.
23. Socrata Solution Terms. Your use of certain Tyler solutions includes Tyler's Socrata data platform. Your rights, and the rights of any of your end users, to use Tyler's Socrata data platform is subject to the Socrata SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/socrata-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. 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	Third Party Terms
Exhibit E	Statement of Work

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.

By: Gus Tenhundfeld

Name: Gus Tenhundfeld

Title: Inside Sales Manager

Date: 3/4/2022

Address for Notices:

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

Sierra County

By: Paul Roen

Name: Paul Roen,

Title: Chairman, Sierra County Board of Supervisors

Date: March 1, 2022

Address for Notices:

Sierra County  
PO Box D  
Downieville, CA 95936  
Attention: Heather Foster

APPROVED AS TO FORM:

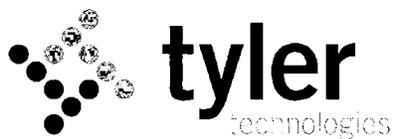
David Prentice

David Prentice  
County Counsel

ATTEST

Heather Foster

Heather Foster  
Clerk of the Board



## **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.

*Tyler sales quotation to be inserted prior to Agreement execution.*

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Quoted By: Jon Phillips  
Quote Expiration: 3/14/22  
Quote Name: Sierra County SaaS Proposal

**Sales Quotation For:**

Sierra County  
PO Box D 100 Courthouse Sq Suite 11  
Downieville, CA 95936  
Phone: 5302893295

**Tyler Software and Related Services - SaaS**

Description	# of Years	Annual Fee
Software		
Recorder Base		
Full Seat License [3]		
Self Service		
Ecommerce		
EMarriage		
Book Vault		
<b>TOTAL</b>	<b>5</b>	<b>\$ 21,219</b>

**Professional Services**

Description	Extended Price	Maintenance
Project Management		
Business Process Review		
Initial Software Installation		
Conversion		
UAT/Conversion Review		
Implementation		
Training		
Go Live		
Self Service Package		
California Clerk		
Total Hours	198	
<b>TOTAL</b>	<b>\$ 34,050</b>	<b>\$ 0</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 21,219
Total Tyler Services	\$ 34,050	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
<b>Summary Total</b>	<b>\$ 34,050</b>	<b>\$ 21,219</b>
<b>Contract Total</b>	<b>\$ 55,269</b>	

### 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.





# Sierra County Clerk - Recorder

SOW from Tyler Technologies, Inc.

12/23/2021

Presented to:  
Heather Foster  
100 Courthouse Square, Room 11  
Downieville, CA 95936

Contact:  
Jon Phillips  
Email: [Jon.Phillips@TylerTech.com](mailto:Jon.Phillips@TylerTech.com)  
One Tyler Way, Moraine, OH 45439

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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 the County (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 user-friendly user interface to promote system use and productivity
- Streamline business processes through automation, integration, and workflows
- Provide a single, comprehensive, and integrated solution to manage business functions
- Eliminate redundant data entry

### 1.3 Methodology

This is accomplished by the 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 County’s complexity and organizational needs.



## Tyler's Six Stage Project Methodology



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

## 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 complete the Project efficiently and effectively.



# Part 2: Project Foundation

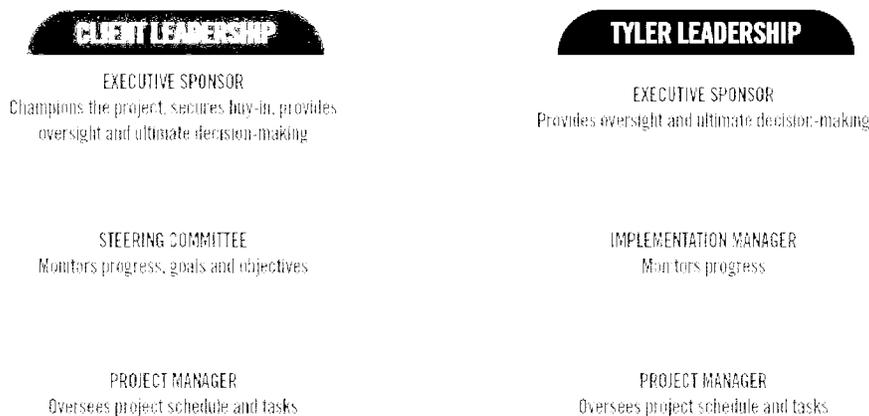
## 2. Project Governance

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 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 the County collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the County Steering Committee become the escalation points to triage responses prior to escalation to the 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. The County and Tyler executive sponsors serve as the final escalation point.

### Project Governance Relationships



### 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.

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 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

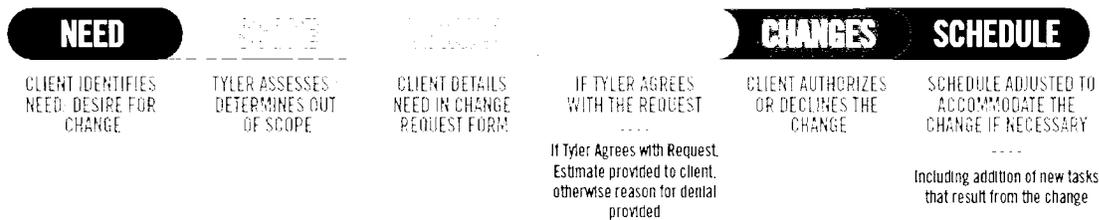
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the County; for example, the 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 the County, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The 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 the 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 County 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 five (5) 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 five (5) 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 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 two (2) 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 two (2) 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 the County and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the County, but are roles defined within the Project. It is common for individual resources on both the Tyler and County 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 Manager

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 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 the 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 the 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 County, the Tyler Project Manager provides regular updates to the County 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 the 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 the 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 the County and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the County any items that may impact the outcomes of the Project.
- Collaborates with the 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 the County 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the County and Tyler, in understanding the goals, objectives, 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 the County through software validation process following configuration.
- Assists during Go-Live process and provides support until the County transitions to Client Services.
- Facilitates training sessions and discussions with the 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, 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 the 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 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

The 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. The County Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the 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 County project manager(s) are responsible for reporting to the County 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 the 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 the 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 the 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 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 the 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 the 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 the 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 the 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 the 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.



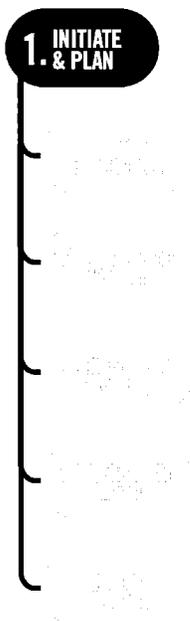
# Part 3: Project Plan

## 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 the County.

## Work Breakdown Structure (WBS)



## 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 the 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. the 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 the County’s team. During this step, Tyler will work with the 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 County project team.

STAGE 1	Initial Coordination																
	Tyler							County									
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 (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
County project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the 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								I						



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 the 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 the 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 County 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								County								
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 (Power)	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 the County to install License Software. The County is responsible for the installation and setup of all peripheral devices.

**Objectives:**

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

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

### 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							County									
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 (Power)	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 the 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. The 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 the County for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler							County									
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 (Power)	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.

The 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 County’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							County									
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 (Power)	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	County 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.
- The County is responsible for any documentation of current state business processes.
- The County can 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								County								
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 (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
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	County Source data
	County Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	County 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 the 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 County 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.
- The County can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							County									
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 (Power)	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 County 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 County Devices (if applicable)	Software is accessible
Installation Checklist/System Document	System Passes
Infrastructure Design Document (C&J – If Applicable)	

**Work package assumptions:**

- The most current available version of the Tyler Licensed Software will be installed.
- The 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 the County to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The County collaborates with Tyler staff iteratively to validate software configuration.

**Objectives:**

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

<b>STAGE 3</b>	<b>Configuration</b>	
	Tyler	County



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 (Power)	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 County 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. The 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. The County collaborates with Tyler staff iteratively to validate software configuration options to support future state.

**Objectives:**

- Ensure that the 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							County										
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 (Power)	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 (County Responsible)			I	C						A	R		C				
	Refine configuration (Tyler Responsible)			A	R							I	I		I			
	Validate interface process and results			I	C			C				A	R		C			C
	Update County-specific process documentation (if applicable)			I	C							A	R		C			
	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 County-specific process documentation (completed by County)

Work package assumptions:

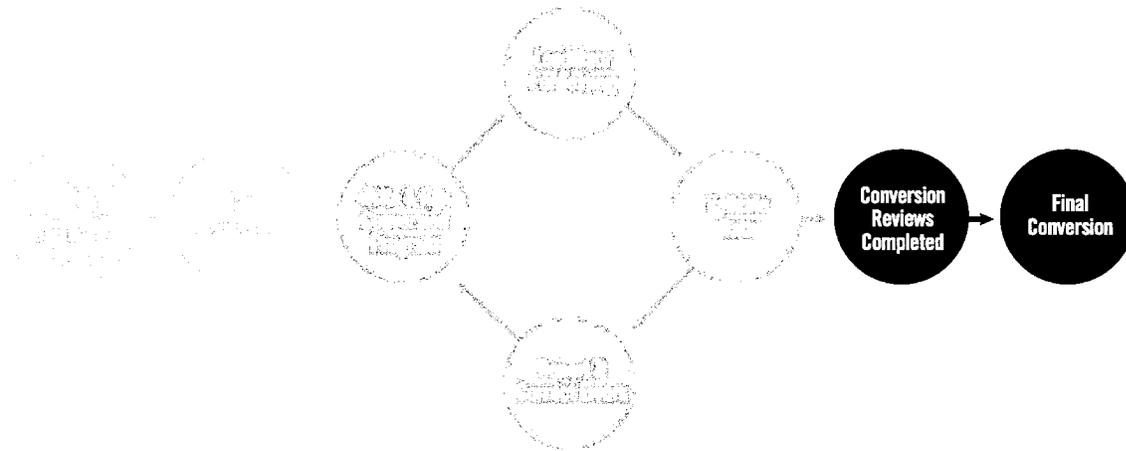
- None



### 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							County									
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 (Power Users)	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
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 County 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 County 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 the 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 the County organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler							County									
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 (Power)	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
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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 the 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 County has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the 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																
	Tyler								County								
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 (Power)	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 the 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 County specific business process documentation. County-led training labs using County specific business process documentation if created by the County 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.
- The County is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								County								
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 (Power)	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 (County-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 the County as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of County departments.
- The 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 the 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 the 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, the County and Tyler will complete work assigned to prepare for Go-Live.

The 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, the County manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the County during Go-Live activities. The 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.
- County data available in Production environment.

STAGE 5	Go-Live																
	Tyler							County									
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 (Power)	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		I			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	County confirms data is available in production environment

**Work package assumptions:**

- The 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 County 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 Power User’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 the County onto the Tyler Client Services team, who provides the County with assistance following Go-Live, officially transitioning the County to operations and maintenance.

**Objectives:**

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

STAGE 5	Transition to Client Services																
	Tyler							County									
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 (Power)	Department Heads	End Users	Technical Leads
Transfer County 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
--------	-----------------------

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							County									
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 (Power)	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
--------	---------------------------------

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. The 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 the County for systems implemented in the Phase.

#### Objectives:

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

STAGE 6	Phase Close Out																
	Tyler							County									
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 (Power)	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	County
	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 the 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 the 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								County								
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 (Power)	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	County 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.

**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 the 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 few 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 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, the 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 the County to make process changes.
- The 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 County 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 County 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 the 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.
- The 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.
- The County makes timely Project related decisions 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.
- The County will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The 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.
- The County is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the County representatives to identify business rules before writing the conversion. The 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 County 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.
- The County is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

## 7.5 Facilities

- The 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.
- The County will provide staff with a location to practice what they have learned without distraction.



## 8. Glossary

Word or Term	Definition
<b>Acceptance</b>	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
<b>Accountable</b>	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]
<b>Application</b>	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
<b>Application Programming Interface (API)</b>	A defined set of tools/methods to pass data to and received data from Tyler software products
<b>Agreement</b>	This executed legal contract that defines the products and services to be implemented or performed.
<b>Business Process</b>	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
<b>Business Requirements Document</b>	A specification document used to describe Client requirements for contracted software modifications.
<b>Change Request</b>	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.
<b>Change Management</b>	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
<b>Code Mapping [where applicable]</b>	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].
<b>Consulted</b>	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
<b>Control Point</b>	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.
<b>Data Mapping [where applicable]</b>	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.
<b>Deliverable</b>	A verifiable document or service produced as part of the Project, as defined in the work packages.
<b>Go-Live</b>	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
<b>Informed</b>	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]



<b>Infrastructure</b>	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
<b>Interface</b>	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.
<b>Integration</b>	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
<b>Legacy System</b>	The software from which a client is converting.
<b>Modification</b>	Custom enhancement of Tyler’s existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
<b>On-site</b>	Indicates the work location is at one or more of the client’s physical office or work environments.
<b>Organizational Change</b>	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
<b>Output</b>	A product, result or service generated by a process.
<b>Peripheral devices</b>	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
<b>Phase</b>	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.
<b>Project</b>	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
<b>RACI</b>	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).
<b>Remote</b>	Indicates the work location is at one or more of Tyler’s physical offices or work environments.
<b>Responsible</b>	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
<b>Scope</b>	Products and services that are included in the Agreement.



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



# Part 4: Appendices

## 9. Conversion

### 9.1 EagleRecorder Conversion Specification

The EagleRecorder conversion includes converting data from a single database dump file into the EagleRecorder 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 EagleRecorder. 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 (i.e., 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 EagleRecorder. 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.

#### 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.

#### 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.



## 9.1.4 Annotations

### 9.1.4.1 Annotation Conversion – Text and Image Stamps

To convert annotations, the following information must be provided in an Oracle database, Access file, SQL Server database or text file. When provided, Tyler will import this with the file before the final conversion. Annotations can only be converted at the time the data and images are converted, not at a later point in time. This data is included in the same file as the index data, so each line corresponds with the correct document id. The annotation data must be provided within the same database the index data is in or within nonproprietary text file(s), providing annotation data as one file per image may incur additional charges.

- Image annotations only support certain types of images - .png, .gif
- An annotation can either have text or an image, not both
- Stamp rotation is not supported, the image will convert with the orientation shown when opened on the file system
- Annotations for multi-title documents must be identical for all of the records that are part of the multi-title document.

All data and images received will be deleted from Tyler systems 90 days after Go Live. It is recommended that each client retain the source data locally and in a secure location.

The following tables show the available fields in the Eagle Recorder database; your source data and configuration will determine which specific fields will be converted and used; actual field names in the application may have different labels. Other document types may be allowed and will be reviewed on a case by case basis.

## LAND RECORDS

Document Number	Lien Address
Book/Page/Volume or Book/Page	Transfer Tax State
Recording Date	Transfer Tax County
Total Fees	Number of Pages
Recording Fee	Flattened Stamp Date
Transfer Tax	Flattened Stamp Pages
Tax Rate Area	Verification Date
PCOR Pages	Verification User
Document Date	Modify By
Return Address	Modify Date
Requested By	Legal
Grantor	Situs
Grantee	Legal Remarks
Parcel Number	Submitter
Related Data	Location
Grantor Address	Housing State
Grantee Address	Housing Multi State
Treasurer Receipt	Housing Multi County
Affidavit	Housing County
Excise Number	Index Error Notes
Received Date	Notes



Exempt Both	Notes Internal
Exempt State	Legal Survey
Failed Reason	Company ID
Submit Date	Order Number
Tracking Number	Vendor ID
Vendor	Consideration/Loan Amount/Sales Price
Scan Date	Mortgage Tax
Scan Modification Date	Compliance Date
Scan Page County	Documentary Fee
Lien Name	Previous Date

## BIRTH CERTIFICATES

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

## DEATH CERTIFICATES

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

## MILITARY DISCHARGE

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



Return To	Discharge Date
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### CONCEALED WEAPON

Document Number	Weight
Recording Date	Height
Book/Volume/Page or Book/Page	Eye Color
Issue Number	Hair Color
Fingerprint Date	Place of Birth
Issue Date	Country
Application Date	SSN
PASP Status	Address
Name	Mailing Address
Alias	County
Date of Birth	Phone Number
Gender	Email
Race	

### NOTARY

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

### MARRIAGE CERTIFICATE

Document Number	Marriage City
Book/Volume/Page or Book/Page	Return Date
Recording Date	Phone Number
Application Date	Notes
Marriage Date	Notes Internal
Marriage County	Related Data
Married By/Officiant	Party 1 Last Name at Birth
Married By/Officiant Address	Party 2 Last Name at Birth
Party 1 Name	Number of Pages
Party 1 Date of Birth	Party 1 Designation
Party 1 Gender	Party 2 Designation
Party 1 Age	Waiver
Party 1 New Last Name	Return Address
Party 1 Number of this marriage	Party 1 Phone Number



Party 1 Previous Marriage	Party 2 Phone Number
Party 1 Marriage End Date	Party 1 Email
Party 2 Name	Party 2 Email
Party 2 Date of Birth	Party 1 Address
Party 2 Gender	Party 2 Address
Party 2 Age	Party 1 ID Type
Party 2 New Last Name	Party 2 ID Type
Party 2 Number of this marriage	Party 1 ID Number
Party 2 Previous Marriage	Party 2 ID Number
Party 2 Marriage End Date	Expiration Date
Marriage State	

### FICTITIOUS BUSINESS NAMES/ASSUMED NAMES

Document Number	Withdrawal Date
Recording Date	Withdrawal Publication Date
Book/Volume/Page or Book/Page	Registrant Status
Total Fees	Type
Filing Type	Business Transacted
FBN Publication	Business Transacted Date
Publication Date	Source
Expiration date	ID Check
Related Data	Executed By
Business Name	LLC Title
Registrant Name	Signature
Grantee Address	Notes
Registrant Type	Notes Internal
State of Incorporation	Number of Pages
Registrant Phone Number	



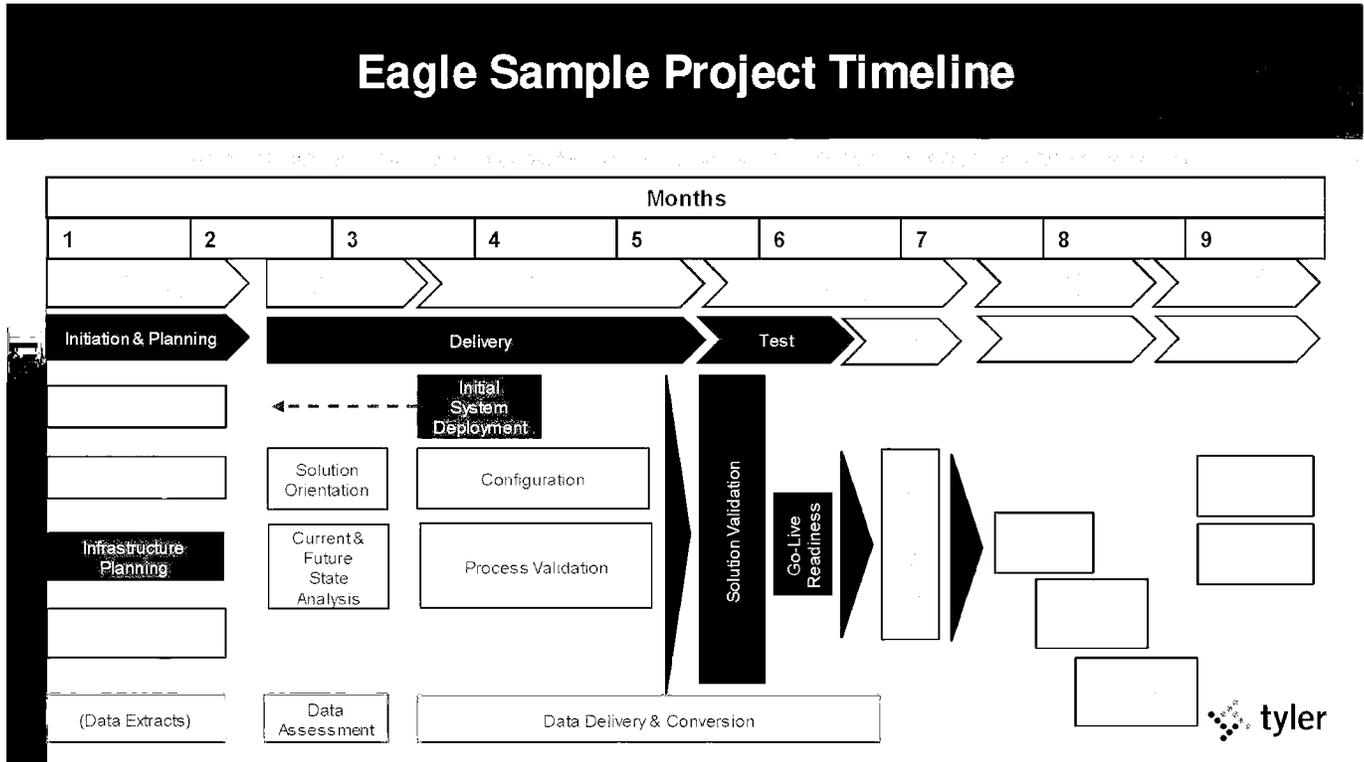
## 10. Additional Appendices

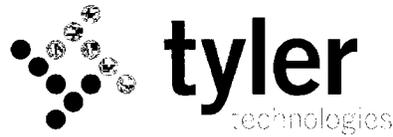
10.1 Intentionally left blank.



# 11. Project Timeline

## 11.1 Sample EagleTimeline





## 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.

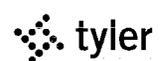
1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

2.1 *Implementation and Other Professional Services (including training, but excluding conversions):* Implementation and other professional services (including training, but excluding conversions), as described and at the rates set forth in the Investment Summary as of the Effective Date, shall be billed and invoiced in accordance with the following milestones. For purposes of this Section 2.1, Acceptance shall be as defined in the Statement of Work.

Control Point	Description	Percentage of Total Fees
Client Acceptance of Stage 2/Control Point 2	Assess & Define	25%
Client Acceptance of Stage 3/Control Point 3	Build & Validate	25%
Client Acceptance of Stage 4/Control Point 4	Final Testing & Training	25%
Client Acceptance of Stage 5/Control Point 5	Production Cutover	25%
	<b>Total for Professional Services (excluding conversions)</b>	<b>100%</b>

If any services payment milestone is delayed after the milestone deadline set in the project schedule, and such delay is not caused by Tyler or on account of Tyler's action or inaction, then payment for such services payment milestone shall be due on the original milestone deadline date. If such milestone delay is caused solely by Tyler, then services payment will be postponed by the corresponding number of days each applicable milestone is delayed.



- Other professional services payable under this Agreement shall be billed and invoiced as delivered, or as otherwise mutually agreed by the parties.
- 2.2 *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.
- 2.3 *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.
- 2.4 *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.
- 2.5 *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.
- 3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. **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](mailto: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](http://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. This SLA does not apply to any Third Party SaaS Services. 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.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*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 Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*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 Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

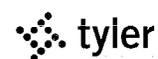
### III. **Service Availability**

#### 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 case number.

#### 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 Planned



Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

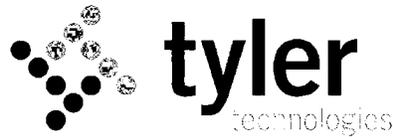
The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

<b>Client Relief Schedule</b>	
<b>Actual Attainment</b>	<b>Client Relief</b>
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

**IV. Maintenance Notifications**

We perform Standard 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.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



## Exhibit C Schedule 1 Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users\*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

*\* Channel availability may be limited for certain applications.*

### Support Resources

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

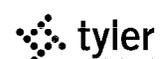
- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) 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.
- (4) Tyler University – online training courses on Tyler products.

### 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). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

**Incident Handling**

*Incident Tracking*

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

*Incident Priority*

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set 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 response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

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 incident. Once the incident has been confirmed, 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.

Priority Level	Characteristics of Support Incident	Resolution Targets*
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 incident. Once the incident has been confirmed, 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 incident. Once the incident has been confirmed, 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, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
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 of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

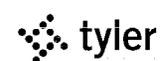
\*Response and Resolution Targets may differ by product or business need

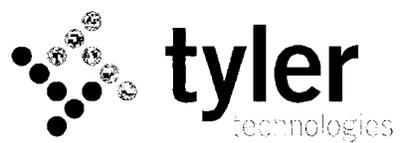
#### *Incident Escalation*

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

#### *Remote Support Tool*

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system 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**  
**Third Party Terms**

Reserved.

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**Exhibit E**  
**Statement of Work**

*Statement of Work to be inserted prior to Agreement execution.*