

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and Treinen Associates, Inc. having its principal place of business at 10541 Mullen RD SE, Olympia, WA 98513 (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** Brad Parks, Adult Services Operations Division Chief, at phone number (805) 681-4490 is the representative of County and will administer this Agreement for and on behalf of County. Will Treinen, President, at phone number (360) 455-5168 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To County: Brad Parks, Department of Social Services, 234 Camino Del Remedio, Santa Barbara, CA 93110

To Contractor : Will Treinen, Treinen Associates, Inc., 10541 Mullen RD SE, Olympia, WA 98513

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** Contractor agrees to provide services to County in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** Contractor shall commence performance on September 4, 2012 and end performance upon completion, but no later than August 31, 2013 unless otherwise directed by County or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** Contractor shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by County and which is delivered to the address given in Section 2 **NOTICES** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** Contractor shall perform all of its services under this Agreement as an independent contractor and not as an employee of County. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same 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. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

8. **TAXES.** County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor.

10. **RESPONSIBILITIES OF COUNTY.** County shall provide all information reasonably necessary by Contractor in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any materials under this section except after prior written approval of County.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of County. County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice.

13. **INDEMNIFICATION AND INSURANCE.** Contractor shall agree to defend, indemnify and save harmless the County and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance.

15. **NONEXCLUSIVE AGREEMENT.** Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

16. **ASSIGNMENT.** Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of County and any attempt to so assign

or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

A. **By County.** County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience or because of the failure of Contractor to fulfill the obligations herein. Upon receipt of notice, Contractor shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to County all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process.

1. For Convenience. County may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, Contractor shall promptly cease work and notify County as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of 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 County shall be final. The foregoing is cumulative and shall not effect any right or remedy which County may have in law or equity.

2. For Cause. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by Contractor.

B. **By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B, Contractor may, at Contractor's option terminate this agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

1. For Convenience. Contractor for any reason, prior to expiration date of this Agreement, may terminate the Agreement upon ninety (90) days notice in writing to the County.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

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

22. **NO WAIVER OF DEFAULT.** No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties 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.

25. **COMPLIANCE WITH LAW.** Contractor shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County be a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. **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, or firms represented or purported to be represented by such entity(ies), person(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. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

30. **NONAPPROPRIATION CLAUSE.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state, or County governments, or funds are not otherwise available for payments in fiscal year(s) covered by the term of this Agreement, then County will notify Contractor of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period.

Subsequent to termination of this Agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term.

In the event that funds have been appropriated or budgeted, Contractor understands that monies paid to Contractor by County are derived from federal, state, or local sources, including local taxes, and are subject to curtailment, reduction, or cancellation by government agencies or sources beyond the control of County. County shall have the right to terminate this agreement in the event that such curtailment, reduction, or cancellation occurs.

31. **CONFIDENTIALITY.** All parties to this Agreement have a legal obligation to protect confidential data and Protected Client Information (PCI) in its possession, especially data and information concerning health, mental health, criminal and public assistance records. This information includes but is not limited to client name, address, social security number, date of birth, driver license number, identification number, or any other information that identifies the individual. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all confidential information exchanged between them in the strictest confidence, in accordance with all Federal and State laws and regulations.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Treinen Associates, Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by County.

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA

By: _____
DOREEN FARR, CHAIR
BOARD OF SUPERVISORS

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGEMENT

By: _____
Risk Manager

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Treinen Associates, Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by County.

Contractor: Treinen Associates, Inc.

By: _____

Date: _____

**EXHIBIT A
EXHIBIT A**

STATEMENT OF WORK

PURPOSE

The purpose of this agreement is to provide a Case Management, Information & Payrolling System (CMIPS) II Project Manager. The current Legacy CMIPS has processed In Home Supportive Services program payments for over 25 years. In order to comply fully with federal, state, and business requirements for payroll and tax services, while accommodating the increasing caseload, the State is requiring all counties to transition to CMIPS II.

In-Home Supportive Services (IHSS) programs enable eligible aged, blind and disabled individuals in California to remain in their own homes and avoid institutionalization by allowing them to obtain help with personal care, housekeeping, shopping, self-care procedures, meal preparation, and other daily activities. The legacy CMIPS requires major modifications to meet legislative and regulatory requirements, as well as caseload and management needs. CMIPS II will provide an enhanced, efficient and user-friendly system to support the IHSS programs. The new application will improve technology for tracking case management activities and payroll processing. This technology will alleviate the current laborious paper processes involved in creating and maintaining Recipient and Provider information, as well as improve the timeliness and efficiency of the payroll process. It will also provide improved automation for AB 1682 regarding Public Authorities and SB 1104 regarding IHSS Quality Assurance Initiative.

SCOPE OF SERVICES

Contractor will work collaboratively with DSS staff at all levels, keeping management regularly apprised of the project status. Contractor will develop, with County participation, a detailed work plan to assist DSS in successfully implementing CMIPS II through two (2) stages of the Project, Pre-Engagement and Engagement and Implementation.

Additionally, Contractor will be expected to perform tasks throughout all of the planned implementation stages of the CMIPS II project on-site during regular business hours. These tasks include, but are not limited to:

- A. Project Management Activities
- B. Business Process Re-engineering Activities
- C. Communications and Public Outreach Activities
- D. Data Readiness Activities
- E. Site Preparation Activities
- F. Training Activities
- G. Post-Implementation Activities (*only upon the State of California indication that the County will be implementing the project within this one-year extension.*)

DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor will ensure compliance with the State-approved work plan, activities, and timeframes, as determined by the State Office of Systems Integration (OSI); which will ensure a successful CMIPS II implementation in Santa Barbara County.

1. Work Activities

A. Project Management Activities

Contractor will review and be thoroughly familiar with the Pre-Engagement Guide as described in the County Welfare Director's Packet and tailor work plan to ensure that all project management activities are understood and executed in accordance with State guidelines. Additionally, Contractor will develop in-depth knowledge of County workgroup task requirements in order to support successful implementation of CMIPS II.

Some implementation strategies undertaken by Contractor may require direct coordination with the neighboring counties of Ventura and San Luis Obispo should this prove advantageous to Santa Barbara County's project.

Contractor will establish, lead, and/or participate in:

- Functional area workgroups
- Pre-Engagement workgroups
- Executive Briefings
- CMIPS II State meetings to keep abreast of project
- Monthly Pre-Engagement and Engagement status meetings
- Periodic surveys and assessments

Contractor will identify:

- The need for CMIPS II equipment & collaborate with IT staff to ensure equipment is available prior to implementation
- County initiatives and efforts that impact County CMIPS II implementation.
- State Implementation Staff workspace for Engagement and Implementation
- Risk and issue identification and management

Contractor will compile:

- A list of potential CMIPS II users and locations
- Pre-Engagement and Engagement progress reports and report progress to the County and the State

B. Business Process Re-engineering Activities

Business Process Re-engineering involves identifying and executing changes to business processes and office operations, coordinating and providing oversight of Business Process Re-Engineering efforts, which entails learning and communicating about County functional work activities that will be required for County implementation and engaging staff participation.

Activities include:

1. Compile current County IHSS organization chart, policies, and procedures considering the enhanced capabilities of CMIPS II.
2. Coordinate & participate in County personalization of statewide templates and implementation documents for County specific processes and procedures.
3. Review Statewide Gap Analysis Overview and Instruction.

4. Conduct preliminary business change assessment.
5. Identify initial business changes.
6. Work with County management to brief labor organizations on potential changes to identified classifications.
7. Finalize establishment of Business Process Re-engineering workgroup members.
8. Developing written policies and procedures identified in the GAP Analysis to ensure staff have necessary instructions to implement.
9. Work closely with County management and staff to create an approved Business Process Re-engineering Handbook deliverable in time for its content to be used as one source of input in the development of county-specific training activities.

C. Communications and Public Outreach Activities

Communications and public outreach activities involve identifying and executing communication strategies with County stakeholders, such as IHSS staff, Public Authority, recipients, providers, advocacy groups and others; to provide timely, factual and appropriate information about CMIPS II system implementation process utilizing various media types.

Activities include:

1. Assess communication needs for each stakeholder group and timing.
2. Conduct Pre-Engagement CMIPS II overview for staff.
3. Establish communication methods (e.g. web conferences, shared folders, etc.)
4. Develop and execute Pre-Engagement and Engagement Communication Plan.

D. Data Readiness Activities

Data Readiness activities involve planning for data conversion, including assessing the quality, accuracy and completeness of the County's data within legacy CMIPS that will be migrated to CMIPS II; developing County procedures to support data conversion; and identifying external tools to legacy CMIPS that are used for the IHSS program; and necessary changes to the County's external tools.

Activities include:

1. Identify database files/elements in legacy CMIPS used for county-specific functions.
2. Analyze ancillary system data and plan for extraction.
3. Receive and work data readiness reports. Track & report progress of data readiness cleanup activities.
4. Data to be fully prepared for Go-Live Conversion based on OSI schedule.

E. Site Preparation Activities

Site preparation activities associated with planning and installing the technical infrastructure (hardware, software, network/connectivity equipment, and printers) in the county needed to support CMIPS II, ensuring that all equipment is ordered and installed during the Engagement and Implementation phase. Contractor will ensure equipment is available when needed, to support the County's CMIPS II implementation. Contractor will not be responsible for paying for the County's CMIPS II equipment. Contractor will work closely with the DSS IT Manager to identify what equipment will be needed; the cost of the equipment; and ensure that the equipment is timely procured through the County's procurement process.

1. Work with IT staff as necessary to coordinate activities.
2. Assess workstation Hardware/Software needs (workstations, additional printers, etc.)
3. Participate in connectivity needs assessment.
4. Order/Procure required equipment.
5. Identify CMIPS-related ancillary systems.
6. Assess impact to CMIPS-related ancillary systems.

F. Training Activities

Training activities involve working independently and collaboratively with County staff and OSI/HP Contractor to develop, plan for, and participate in training on CMIPS II for county-specific policies and procedures.

Activities may include, but are not limited to:

1. Adapting vendor training curriculum and methodologies for training of County staff.
2. Working with Staff to develop and implement training of new policies and procedures.
3. Conducting personal computer (PC) skills needs assessment.
4. Reviewing CMIPS II system training facility specifications.
5. Identifying and reserving facilities for CMIPS II system training.
6. Collecting information and responding to surveys that will be developed and analyzed by the State.
7. Using the progress reporting tools and training tools provided by the State.

G. Post Implementation Activities

(Only upon the State of California indication that the County will be implementing the project within this one-year extension)

Post Implementation Activities begin one (1) month after the County's "Go-Live" implementation date. The following activities will occur for at least three (3) months:

1. Perform monthly system performance reviews
2. Perform activities to include change configuration management
3. Oversee 'lessons learned' efforts to improve implementation efforts in the future
4. Update BPR Procedural Handbook deliverable with revised policies and procedures

2. Reporting Requirements

Contractor will:

- By the 5th day of each month, submit an accurate and timely monthly status report of the CMIPS II project status and any County progress toward the completion of the tasks on the State-approved work plan, including timelines, deadlines that were met/not met, and steps taken to ensure that barriers to completion are resolved. During the Engagement phase this status report will move to a bi-weekly schedule (twice a month) as preparation activities increase for go-live.
- Submit a quarterly progress report of all activities associated with CMIPS II project management activities; business process re-engineering; communication and outreach; data readiness; site preparation; and training.

- Maintain and submit, upon request, all agendas and minutes from the CMIPS II workgroups, meetings with the State, stakeholders, and Implementation Team, etc.

3. Performance Measures

Contractor will:

- Participate in one or more site preparation surveys throughout the extended Pre-Engagement Stage. The Site Preparation Survey will focus on business and technical aspects of the upcoming CMIPS II implementation. Business aspects will include: anticipated growth/change in business transaction counts, response time requirements, and how many years of historical data is required, etc. Technical aspects will include: data volumes that correspond to anticipated transactions and years of historical data storage, and response time, in addition to all of the considerations necessary for CMIPS II to work properly within the current and near-future IT infrastructure.
- Use the State's PowerPoint Personal Computer (PC) certification to develop and deliver a training curriculum that is geared toward preparing end-users (current and potential) to use the new CMIPS II system, during the Engagement and Implementation Stage.
- Compile a list of potential CMIPS II users and locations, within the Pre-Engagement Stage.
- Facilitate at least two (2) CMIPS II workgroups per month once the County moves into the Engagement Stage.
- Identify and order all necessary equipment in conjunction with DSS IT staff, during the Engagement and Implementation Stage, to ensure that it is on-site, prior to its scheduled installation date.
- In coordination with County program staff, develop training, policy and procedures as identified in the GAP Analysis for successful implementation of CMIPS II.
- Prepare a comprehensive list of 'talking points' that identify the potential changes caused by CMIPS II that could impact job classifications and result in the need for labor negotiations.
- Use the communication plan template provided by the State Implementation Coordinator (IC) to develop and execute a Santa Barbara County communication plan that provides a framework for project information exchange within and outside the CMIPS II project.
- Develop all deliverables (Exhibit A, Work Activities, A-G) in conjunction with County staff. Contractor will provide for County review and incorporation of comments five days prior to the final submission of each deliverable. Deliverables will be submitted in both paper (1 original copy) and electronic formats. Electronic versions of deliverables may not be provided in a format that is not readily accessible with county standard software or which cannot be later updated by County staff if necessary (e.g. PDF files shall not be acceptable).

- Create Organizational Recommendations and Implementation Plan deliverables with an appropriate level of detail, for each deliverable, and will be mutually agreed upon between the County and Contractor.

DUTIES AND RESPONSIBILITIES OF COUNTY

County will collaborate with Contractor to provide information and or resources which include access to:

- County personnel who are serving as Project Manager & Executive Sponsor
- Existing or prior information related to the CMIPS II Project
- Representatives from various stakeholder groups
- Communication plan template provided by the State Implementation Coordinator
- County personnel who are knowledgeable about the current processes, current databases and systems that support and provide case management and payroll activities, and the training curriculum
- Existing documentation related to business processes & training
- County staff computer systems that will be used for the CMIPS II application
- State's PowerPoint Personal Computer certification

GENERAL CONTRACT PROVISIONS

- A. Modification of Services - Contractor will obtain the expressed written consent from the County for any variation in the provision of services described in this Agreement. Approval for such modification of services will not require further Board of Supervisors approval if it is to provide CMIPS II Project Management services and within the approved budget.
- B. Contractor will obtain prior written approval from County, prior to purchasing any furniture, equipment, EDP hardware or software funded through this agreement. Contractor will return to County upon expiration or termination of this agreement all furniture, equipment, EDP hardware or software purchased or provided to Contractor under this agreement.
- C. Budget Variances - Contractor will obtain the expressed written consent from the County for any variation in the line item amounts detailed in Attachment B-1 of this agreement. Reasonable and necessary changes will be considered, but in no event will the overall budget amount be exceeded without a formal amendment to the agreement.

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation (with attached Schedule of Fees)

- A. For Contractor services to be rendered under this contract, Contractor shall be paid a total contract amount, including cost reimbursements, not to exceed **\$152,000**.
- B. Payment for services and /or reimbursement of costs shall be made upon Contractor's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by County. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. Monthly, Contractor shall submit to the County Designated Representative by the 15th of the month an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite at a minimum:
- Board Contract Number
 - Billable hours for Project Manager and CMIPS II Program Advisor
 - Total amount for services rendered
- County Representative shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. County shall pay invoices or claims for satisfactory work within 30 days of presentation.
- D. County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.
- E. Tracking of Expenses: Contractor shall inform County when seventy-five percent (75%) of the Maximum Contract Amount has been incurred based upon Contractor's own billing records. Contractor shall send such notice to those persons and addresses which are set forth in the Agreement, Section 2 (NOTICES).
- F. Six-Month Billing Limit: Unless otherwise determined by state or federal regulations all original invoices under this agreement must be received by County within six (6) months from the date of service to avoid possible payment reduction or denial for late billing.

TREINEN ASSOCIATES, INC.

SCHEDULE OF FEES
September 2012 through August 2013

FEE FOR SERVICE BUDGET

PHASE OF CMIPS II PROJECT	DESCRIPTION OF ROLE	RATE PER HOUR OF SERVICE	PROJECTED NUMBER OF HOURS OF SERVICE	TOTAL PROJECTED AMOUNT
Pre-Engagement (September 2012 through October 2012)	Project Manager	\$95	240	\$22,800
	Business Lead	\$90	0	\$0
	Program Advisor	\$100	0	\$0
Subtotal			96	\$22,800
Engagement (November 2012 through June 2013)	Project Manager	\$95	1280	\$121,600
	Business Lead	\$90	0	\$0
	Program Advisor	\$100	0	\$0
Subtotal			1,424	\$121,600
Post-Engagement (July 2013 through August 2013)	Project Manager	\$95	80	\$7,600
	Business Lead	\$90	0	\$0
	Program Advisor	\$100	0	\$0
Subtotal			80	\$7,600
Total			1,600	\$152,000

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

INSURANCE

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County

Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.