MARIPOSA COUNTY

P.O. Box 784 Mariposa, CA 95338 (209) 966-3222
5100 Bullion Street
http://www.mariposacounty.org/

MARSHALL LONG, CHAIR	**DISTRICT III**
ROSEMARIE SMALLCOMBE, VICE-CHAIR	**DISTRICT I**
TOM SWEENEY	**DISTRICT II**
WAYNE FORSYTHE	**DISTRICT IV**
MILES MENETREY	**DISTRICT V**

ACTION SUMMARY MINUTES

February 8, 2022

A. 9:01 AM Called to Order and Roll Call

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:01 AM
Tom Sweeney	District II Supervisor	Present	9:01 AM
Marshall Long	District III Supervisor	Present	9:01 AM
Wayne Forsythe	District IV Supervisor	Present	9:01 AM
Miles Menetrey	District V Supervisor	Present	9:01 AM

B. Pledge of Allegiance

Chair Smallcombe led the Pledge.

C. Introductions

Pete Judy/Chief Probation Officer introduced Kareli Gomez, the newest Deputy Probation Officer.

D. Approval of Consent Agenda (Items designated by "CA")

No public comment. Regarding CA4, Supervisors Long, Sweeney and Menetrey referenced the two new positions that were approved two weeks ago and inquired if this is meant to be only a stop gap measure or whether it will be ongoing, and whether there is any effort to get the Graviton people onsite. Dallin Kimble/County Administrative Officer (CAO) called on Leigh Westerlund who has been acting as the Project Manager. Ms. Westerlund noted that this is just for post-implementation support. Discussion ensued regarding the date on the routing sheet. The Clerk of the Board clarified that the routing sheet is used by her office only for internal purposes. Board discussion ensued regarding the current status and functionality of the system. Supervisor Long inquired if the contract will be needed in perpetuity? Ms. Westerlund noted that she cannot say for certain because she doesn't know who will be hired and what skills they will have. Supervisor Menetrey and Ms. Westerlund discussed the process to log issues and whether there is daily communication with Graviton. In response to Supervisor Forsythe's inquiry regarding percentage of completion, Ms.

Westerlund advised that the implementation is, perhaps, 80% completed, with 20% being the remaining receivables that have not yet been touched at all. Ms. Westerlund advised that they are struggling most in the Performance module, and she discussed some of the issues there. Supervisor Smallcombe requested that a separate item return to allow the Board to have a targeted conversation on the subject. Supervisor Smallcombe also discussed the need to have defined procedures, and she inquired as to who is developing those. Ms. Westerlund noted that she would love to bring an item back and to specifically talk about the business processes outside of the system and a general update.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2022-94**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2022-95**

Resolution Continuing the Local Emergency Due to the COVID-19 Public Health Emergency

CA3. **Sheriff's Office** **RES-2022-96**

Resolution Continuing the Local Emergency Due to the COVID-19 Global Pandemic

CA4. **Administration** **RES-2022-97**

Approve Amendment to Managed Services Agreement with Graviton Consulting Services for Additional Managed Services Support for the Oracle Enterprise Resource Planning (ERP), Increasing the Amount by $36,000, to a New Amount Not to Exceed $85,500; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Recognizing Higher Than Anticipated Transient Occupancy Taxes in the General Fund and Reducing General Funds to Cover the ERP Software Implementation Agreement ($36,000) 4/5ths Vote Required

CA5. **Health and Human Services** **RES-2022-98**

Approve an Increase in Extra-Help Hours from 999 Hours to 1,300 Hours for a Staff Services Analyst I Extra-Help Position in the Health & Human Services Agency Behavioral Health Branch

CA6. **Health and Human Services** **RES-2022-99**

Approve Membership Certification for the Mariposa County Local Child Care Planning Council; and Authorize the Board of Supervisors Chair to Sign the Certification

CA7. **HHS/Behavioral Health & Recovery Services** **RES-2022-100**

Approve Agreement with Sierra Health Foundation to Function as Sub-Contractor for Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth Project; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **HHS/Behavioral Health & Recovery Services RES-2022-101**

Approve Acceptance of Behavioral Health County and Tribal Planning Grant Funding from the California Department of Health Care Services in the Amount Not to Exceed $150,000; and Authorize the Acting Director of Health and Human Services Agency (HHSA) to Implement the Associated Activities

CA9. **HHS/Community Services 2022-7**

Re-Appoint Eva Adams and Mary Wilson to the In-Home Supportive Services Advisory Committee for Four-Year Terms Expiring February 8, 2026

CA10. **HHS/Community Services 2022-8**

Appoint Donald Fox to an At-Large Position with a Term Expiring February 8, 2026; and Appoint Dayla Reagan-Buell to District 1 Position for the Remainder of an Unexpired Term Ending January 2, 2023 to the Mariposa County Commission on Aging

CA11. **HHS/Social Services RES-2022-102**

Approve Certification, Instructions and Funding Conditions to Accept $387,049.00 for the CalWORKs Housing Support Program (HSP) through the California Department of Social Services; and Authorize the Acting Health and Human Services Agency Director to Sign the Certification Document 4/5ths Vote Required

E. Departmental Presentation

Eric Sergienko/Health Officer discussed the decreasing COVID-19 case rates being seen in the county and region. He advised that they are also seeing a reduction in health care demand, and that even transferring patients has become easier. Dr. Sergienko also noted that the Governor announced yesterday that the masking order that was modified on 15th of December and extended on the 15th of January will be allowed to lapse on the 15th of February and that they will revert to the previous order which does not require any masking in public places for those who are vaccinated. He also discussed the Board's direction relative to masking in County buildings until the County reaches what would have been the moderate rate; and he encouraged everyone to wear a mask and get vaccinated or boosted. Supervisor Menetrey and Dr. Sergienko discussed the effects of natural immunity. Supervisor Forsythe and Dr. Sergienko discussed the statistics derived from regular testing.

René LaRoche/Clerk of the Board referenced Board direction in August of 2021 requiring development of a committee policy and advised that the policy has now been developed and is scheduled to come before the Board next week. She also announced that she has accepted another position in Sacramento as the CALAFCO Executive Director and that she will be leaving the County after this month. She thanked the Board and public for their support, and she requested that there be no formal farewell.

Dallin Kimble/County Administrative Officer extended thanks to René for her

dedication to the County.

Eric Sergienko noted that René has been awesome to work with and has been a fantastic resource who will be missed.

Pete Judy noted that the County will miss René. He noted that he always tells his officers that you want a high level of performance and trust, and that the County got that with René.

Jeremy Briese extended thanks to the Clerk of the Board and discussed all of the help that she gave him when he became the Undersheriff because it was a huge learning curve.

Steve Ward expressed his appreciation and thanks to the Clerk of the Board for all of the support she has given him as he has worked to figure out how to do everything.

Joe Lynch noted that he started with the County five years ago, and that the Clerk of the Board has been fantastic at keeping everyone in line.

Shannon Hansen discussed the assistance that René has provided to her and Public Works over the course of the last six months, and extended thanks for everything that she did.

Jacob Hawley/Visitor Center Manager extended congratulations to the Clerk of the Board. He then reported on the Visitor Center's numbers, noting that they are getting close to pre-pandemic levels.

F. Public Comment on Non-Agenda Items

Lorraine Freeman discussed items considered during the last Code Compliance Advisory Committee (CCAC) meeting and advised of her support or concerns regarding various issues that the CCAC considered.

G. Regular Agenda Items

1. **Administration/Human Resources RES-2022-103**

Appoint Shannon Hansen as the County's Public Works Director, Effective February 8, 2022, at an Annual Salary of $153,622.05 Per Year

Joe Lynch/Assistant County Administrative Officer, Human Resources - Acting Health and Human Services Agency (HHSA) Director gave the staff report, noting a correction to the position title. During public comment, Dallin Kimble, Steve Ward/CALFIRE - Mariposa County Fire Chief, Jeremy Briese/Sheriff - Coroner - Public Administrator, and Pete Judy spoke in support of the appointment. Supervisors Long, Forsythe, and Smallcombe spoke in support of the appointment.

CORRECTION:
Change the position title from Public Works Director to Director of Public Works and Transportation.

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Miles Menetrey, District V Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. **Public Works RES-2022-114**

Accept the Emergency Repair Work on White Rock Road as Complete; and Terminate the Emergency Action Pursuant to Public Contract Code Section 22050 (C) (3) 4/5ths Vote Required

RESULT: WITHDRAWN AND RESCHEDULED Next: 2/15/2022 9:00 AM

3. **Health and Human Services (ID # 12451)**

Receive a Presentation Regarding the Status, Implementation, and Roll-Out of System of Care (SOC) Within the Health and Human Services Agency and Between Our Local Community Partners

Joe Lynch/Acting HHSA Director introduced Eric Sergienko to give the report.

10:16 AM Chair Smallcombe recessed the meeting for a brief break to allow set up of the presentation and reconvened at 10:23 AM

Dr. Sergienko provided a PowerPoint presentation regarding the System of Care. No public comment. Board discussion ensued.

RESULT: PRESENTATION MADE

H. Items removed from Consent Agenda

None.

I. Closed Session

1. **County Counsel (ID # 12594)**

CLOSED SESSION: Conference with Legal Counsel: Anticipated Litigation; Significant Exposure to Litigation Pursuant to Subdivision (B) of Government Code Section 54956.9. Number of Cases to be Discussed: 1

No public input.

RESULT: CLOSED SESSION HELD

2. **Administration/Human Resources (ID # 12634)**

CLOSED SESSION: Public Employment, Title or Position to be Filled: (Government Code Section 54957 (B) (1)); Clerk of the Board

No public input.

RESULT: CLOSED SESSION HELD

3. **Administration/Human Resources (ID # 12589)**

CLOSED SESSION: Public Employment, Title or Position to be Filled: (Government Code Section 54957 (B) (1)); Building Department Director

No public input.

RESULT: CLOSED SESSION HELD

Recess

10:49 AM Chair Smallcombe moved the meeting into Closed Session.

J. Board Information

The Board opted to skip this section.

Reconvene and Report Out

4:17 PM Chair Smallcombe reported that in regard to the first Closed Session regarding anticipated litigation, the Board took unanimous action to reject Claim 22-1. She also noted that Information was Received, and Direction was Given during the other two Closed Sessions.

K. Adjournment

4:19 PM Chair Smallcombe adjourned the meeting in memory of Marilyn Theresa Johnson, Thomas Anthony Lyden, and Don Haag.

Respectfully submitted,

René LaRoche
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-94

MEETING: February 8, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Acting Health & Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

California Government Code 8698, 8698.1 and 8698.2 allows for the governing body of a city or county to declare a shelter crisis. A shelter crisis declaration relaxes standards for building occupancy, limits liability and provides a legal basis for the use of certain facilities designated by the County as a shelter for the duration of the crisis.

In order to declare the shelter crisis, the County made findings at a public meeting and adopted Resolution 18-518 that (1) a significant number of persons within the county's jurisdiction are without the ability to obtain shelter; and (2) the situation has resulted in a threat to the health and safety of those persons.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On November 5, 2018, the Board of Supervisors adopted Resolution 18-518 declaring the existence of a Shelter Crisis Local Emergency in Mariposa County to allow Mariposa County to proceed with temporary homeless shelter solutions to meet the needs of our homeless community members.

Recognizing the prevalence of homelessness in California and the health and safety risks facing homeless persons, California law authorizes counties to declare a "shelter crisis" and avail themselves to attendant protections and powers. Specifically, upon declaring a "shelter crisis":

- A county may allow persons unable to obtain housing to occupy designated public facilities during the duration of the emergency (public facilities include parks, schools, and vacant or underutilized facilities which are owned, operated, leased, or maintained by the county);
- A county is immune from liability for ordinary negligence in the provision of emergency housing for all conditions, acts, or omissions directly related to, and which would not occur but for, the provision of emergency housing; and

- The provisions of any state or local law or regulation prescribing standards of housing, health, and safety are suspended to the extent that strict compliance would prevent, hinder, or delay the mitigation of the effects of the crisis.

If the County desires to construct and operate an emergency homeless shelter, it is recommended that the County Board of Supervisors first declare a "shelter crisis" in order to avail itself of the associated powers and liability protections.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not continue the local emergency and the County may not be eligible for possible State or Federal assistance, or proceed with temporary homeless shelter solutions.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-95

MEETING: February 8, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Acting Health & Human Services Agency Director

RE: Continue the COVID-19 Health Emergency Declaration

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing the Local Emergency Due to the COVID-19 Public Health Emergency.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On March 13, 2020, Mariposa County Public Health Officer, Dr. Eric Sergienko declared a local public health emergency in response to the COVID-19 Pandemic. On March 17th, 2020 the Mariposa County Board of Supervisors adopted a Resolution ratifying a Local Health Emergency.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not continue the local emergency and the County will not be eligible for possible State or Federal disaster assistance.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 12632

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-96

MEETING: February 8, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to COVID-19

RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing the Local Emergency Due to the COVID-19 Global Pandemic.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

March 24, 2020: The Board ratified the March 17, 2020 Local Emergency Proclamation Due to the COVID-19 Global Pandemic. Additionally, the Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not continue the proclamation, the County will not be eligible for possible State or Federal disaster assistance.

FINANCIAL IMPACT:

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RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 12603

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-97

MEETING: February 8, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Amendment with Graviton for Managed Services and Budget Action ($36,000)

RECOMMENDATION AND JUSTIFICATION:
Approve Amendment to Managed Services Agreement with Graviton Consulting Services for Additional Managed Services Support for the Oracle Enterprise Resource Planning (ERP), Increasing the Amount by $36,000, to a New Amount Not to Exceed $85,500; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Recognizing Higher than Anticipated Transient Occupancy Taxes in the General Fund and Reducing General Funds to Cover the ERP Software Implementation Agreement ($36,000).

There continues to be a need to have expert support for the new Oracle ERP system. Mariposa County staff leading the project have not had time to fix problems as they arise, train staff on new processes, ensure data integrity, create reports and analytics, manage user access, and learn how to manage the bigger picture system necessary for the County to be successful. Graviton's managed services contract allows County staff leaders on the ERP project to access experts when needed who are knowledgeable about Mariposa County, the ERP, and the Oracle database system.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
MinuteTraq Item 11689: Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in August of 2021, one of which was the Managed Services contract for which the amendment is requested.

Resolution 2021-548: Approve Second Amendment with Graviton and Budget Action ($75,000)

Resolution 2021-183: Approve Amendment to Agreement for a Program as a Service (PaaS) Add-On with Graviton for Oracle Enterprise Resource Planning (ERP) Implementation Consulting Services in an Amount Not To Exceed $12,400; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Transferring Funds Between Health and Human Services Agency (HHSA) and The ERP Implementation Capital Improvement Fund to Cover Cost of Agreement ($12,400).

REF ID# 12579

Resolution 2020-234: Approve Enterprise Resource Planning (ERP) Agreement with Graviton Consulting and Oracle; and Authorize Board of Supervisors Chair to Sign

Resolution 2020-283: Ratify Contract Signature for Enterprise Resource Planning ERP with DLT for Oracle Software

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and ask Mariposa County staff to run the ERP in Oracle without additional support from consultants.

ATTACHMENTS:
Graviton Managed Services Agreement Amendment 2022 with SOW and Cost (PDF)
Graviton Managed Services Agreement 2021 (PDF)
Graviton Agreement Amendment Second 2021 (PDF)
Agreement_2021-183 (PDF)
Agreement_2020-234 graviton (PDF)
Graviton Managed Services 1.24.22 Budget Action (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Attachment: Graviton Managed Services Agreement Amendment 2022 with SOW and Cost (RES-2022-97 : Approve Amendment with Graviton

SECOND AMENDMENT TO MANAGED SERVICES AGREEMENT FOR ENTERPRISE RESOURCE PLANNING PRODUCTION SUPPORT

THIS SECOND AMENDMENT TO MANAGED SERVICES AGREEMENT FOR ENTERPRISE RESOURCE PLANNING PRODUCTION SUPPORT, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Graviton Consulting Services, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated August 20, 2021 wherein **Contractor** agreed to provide Oracle Enterprise Resource Planning ERP Managed Services production support; and

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement;

WHEREAS, County and **Contractor** desire to amend said Agreement to change the compensation to be provided to **Contractor**;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to June 30, 2022.

2. Paragraph 2, "COMPENSATION," is hereby amended to provide that an additional $36,000 will be added to the original amount of $49,500, making the total compensation paid to **Contractor** not to exceed amount of $85,500.

4. Paragraph 4: Except as herein amended, the Agreement dated August 20, 2021, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Vineet Srivastava, President Graviton Consulting Services
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Graviton Managed Services Agreement Amendment 2022 with SOW and Cost (RES-2022-97 : Approve Amendment with Graviton

GRAVITON
CONSULTING SERVICES

Statement of Work No. Mariposa-2021-12-30

County of Mariposa

8801 Folsom Blvd, Suite 120, Sacramento, CA 95826 | email: info@gravitonconsulting.com
URL: www.gravitonconsulting.com | Phone: (888) GRAVIT-1 | Fax: (888) 728-6104

Attachment: Graviton Managed Services Agreement Amendment 2022 with SOW and Cost (RES-2022-97 : Approve Amendment with Graviton

GRAVITON
CONSULTING SERVICES

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SIGNATURES ..... ERROR! BOOKMARK NOT DEFINED.

Attachment: Graviton Managed Services Agreement Amendment 2022 with SOW and Cost (RES-2022-97 : Approve Amendment with Graviton

8801 Folsom Blvd, Suite 120, Sacramento, CA 95826 | email: info@gravitonconsulting.com
URL: www.gravitonconsulting.com | Phone: (888) GRAVIT-1 | Fax: (888) 728-6104

Attachment: Graviton Managed Services Agreement Amendment 2022 with SOW and Cost (RES-2022-97 : Approve Amendment with Graviton

Introduction

Graviton Consulting Services ("Graviton") has implemented Oracle Cloud ERP, HCM, and EPM for the County of Mariposa ("the County") and is providing managed services as per the agreement executed on 08/11/2021. The County would like to engage Graviton to provide additional managed services towards production support for the Oracle Cloud application suite, beyond the term of the aforesaid agreement.

Graviton will deploy consultants for providing these services; the work will be performed remotely and directed out of Graviton's corporate headquarters in Sacramento, CA.

Scope of Work

Graviton will provide the following professional services and software tools as part of this Managed Services contract.

1. **As-needed support**. This will include the following:
    a. As needed Level 2 support for County staff.
    b. Provisioning LMS (Graviton Learning Academy) access for new County staff.

2. **Monthly support**. This will include the following:
    a. Payroll processing support.
    b. Month-end close support.
    c. Recurring maintenance tasks for Oracle Integration Cloud.
    d. Coordinating environment refresh requests with Oracle as needed.

3. **Quarterly support**. This will include the following:
    a. Regression testing in the TEST environment upon the quarterly release uptakes. This includes execution of the use cases related to the functionality impacted by the new release.
    b. Updates to use cases if needed, due to changed functionality in the new release.
    c. Updates to the LMS job-aids in case any use cases are updated.
    d. Impact analysis and feasibility analysis for implementation of new major functionality introduced with any quarterly release.
    e. Pain point review HR/FIN/EPM
4. **Yearly support**. This will include the following:
    a. W2 process support.

b. Open enrolments support.
c. Budget process support.

5. **Training**. This will include the following:
   a. Training sessions conducted remotely or in-person as per the County's request and preference.
6. **Software**
   a. LMS (Graviton Learning Academy) license
   b. JIRA project
   c. SharePoint Site

At the end of each month, Graviton will provide a report with the following level of detail:

1. Tasks performed in the month.
2. Unused hours carried forward from the previous month.
3. Hours used in the month.
4. Balance hours to be carried forward into the next month.

Out of Scope

The following services are out of scope:

1. Level 0, Level 1, and Level 3 support, as defined in the subsequent "Support Definitions" section.
2. Implementation of any new functionality introduced in the quarterly releases.

Support Definitions

The following support tiers are referenced in this document:

Support Tier	Description
Level 0	- Self-help, via Oracle documentation and job-aids
Level 1	- Helpdesk services, e.g., password resets, account unlock, new account provisioning
Level 2	- Help with any system functionality/ transactions - Technical or Application support for issues reported
Level 3	- Implementation of new features

Attachment: Graviton Managed Services Agreement Amendment 2022 with SOW and Cost (RES-2022-97 : Approve Amendment with Graviton

Support Tier	Description
	- Technical development, e.g., new interfaces - Enhancements to existing functionality

Service Levels

Graviton will provide services with the following response time commitments.

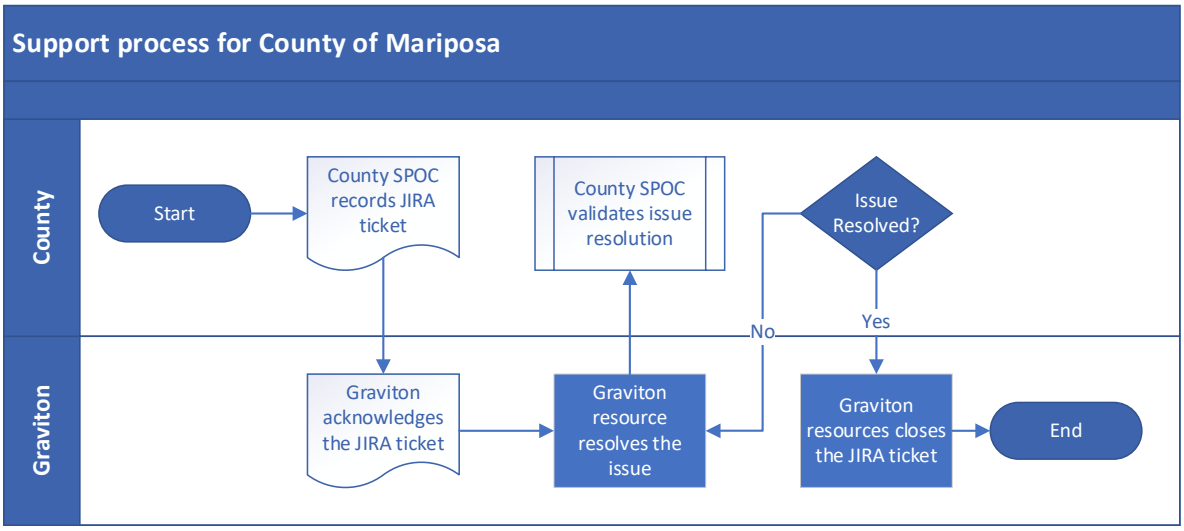
Severity	Description	Graviton's Response Time Commitment
Sev 1	A critical incident with very high impact. E.g., system outage and most users unable to access Oracle Cloud. **Sev 1** incidents should be reported to Oracle by way of a Sev 1 Service Request (SR). Upon logging of the Oracle SR, it should also be reported to Graviton by phone call.	**Sev 1** incidents will be resolved by Oracle as part of their support included with the County's subscription. Graviton will acknowledge a **Sev 1** incident within 15 min of being reported. A Graviton resource will be on stand-by to work with Oracle as needed, within 30 min of acknowledgement. Graviton will liaison with Oracle on the County's behalf and will work with them 24X7 for **Sev 1** outages.
Sev 2	A major incident with significant impact. E.g., the application is available and working for most of the County's users, but one or more users are not able to perform some specific transactions. Sev 2 incidents should be reported by logging a ticket in JIRA.	Graviton will acknowledge the **Sev 2** incident report within 2 business hours of being reported. A Graviton resource will begin work on the issue within 4 business hours of acknowledgement.
Sev 3	A minor incident with low impact. E.g., request for process	Graviton will acknowledge the **Sev 3** incident report within 4 business hours of being reported.

Attachment: Graviton Managed Services Agreement Amendment 2022 with SOW and Cost (RES-2022-97 : Approve Amendment with Graviton

Severity	Description	Graviton's Response Time Commitment
	assistance/ training, or request for a report to be developed. Sev 3 incidents should be reported by logging a ticket in JIRA.	A Graviton resource will begin work on the issue within 6 business hours of acknowledgement.

Support process

The following diagram illustrates the support process that will be used to provide these services to the County.



Assumptions

1. The County will assign a Single Point of Contact (SPOC), who will ensure that Graviton's consultants will have access to the County's facilities, network and systems as required. The SPOC will also help to schedule and facilitate any meetings with other County staff as may be needed.
2. Any documentation submitted to the County will be reviewed within 5 business days. If the County needs more time, then the SPOC will inform Graviton about

Attachment: Graviton Managed Services Agreement Amendment 2022 with SOW and Cost (RES-2022-97 : Approve Amendment with Graviton

the same within the first 5 business days. If a document is not reviewed/ communication not provided within 5 business days, then the said document will be considered signed-off.

3. Graviton's consultants will perform the work remotely. Onsite services will be provided with prior County approval.
4. Graviton will setup a dedicated JIRA project to track all the support requests from the County. The County's SPOC will be granted access and will enter requests on the County's behalf.
5. Graviton will provide support during the County's standard business hours for Sev 2 and Sev 3 incidents. For Sev 1 incidents, Graviton will provide 24X7 support.

Rates and Cost

All professional fees and expenses related to this scope of work will be on a Fixed Price basis. The cost for the services is **$36,000** (Thirty-six thousand dollars). This includes the following:

- 48 hours of professional services per month, towards the scope of work as per the previous section.
- Unused hours will rollover into the subsequent month.
- Unused hours will expire at the end of the contract period.
- Software tools.

At the end of each contract period, Graviton will submit an analysis of the tasks performed, the hours used, and the value add of the software tools provided. This will be reviewed with the County to adjust the needs for the upcoming contract period.

Additional Services

Graviton will provide any additional services outside of the scope of work on a Time and Materials basis, as per the following table. Such services will be provided upon the County's request and approval.

Attachment: Graviton Managed Services Agreement Amendment 2022 with SOW and Cost (RES-2022-97 : Approve Amendment with Graviton

Resource	Offsite Rate
Oracle Cloud Functional Consultant	$150
Oracle Cloud Technical Consultant	$125
Project Manager	$150

Travel Costs

Onsite services will be provided with prior County approval. For any services provided onsite, Graviton will invoice the County for Travel costs at actuals, subject to the County's travel policies.

Term and Invoicing

Estimated Start Date: 02/01/2022

Estimated End Date: 06/30/2022

Invoicing: Graviton will invoice the County monthly for the services provided in the previous month, as per the following schedule. The invoicing terms will be Net 30.

Payment Milestone	Amount
Managed Services for Feb 2022	$7,200
Managed Services for Mar 2022	$7,200
Managed Services for Apr 2022	$7,200
Managed Services for May 2022	$7,200
Managed Services for Jun 2022	$7,200
TOTAL	**$36,000**

Change Requests: Any Change Requests to this Statement of Work will be jointly reviewed by the County and Graviton and will be executed upon mutual approval.

Attachment: Graviton Managed Services Agreement Amendment 2022 with SOW and Cost (RES-2022-97 : Approve Amendment with Graviton

AGREEMENT ROUTING SHEET

To: *Danielle Bondshu or Tracy Gauthier* **Dept.:** *Clerk of the Board* **Date:** 01/24/2022

From: Leigh Westerlund **Agreement with:** Graviton Consulting Services

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1. fields.)*

1) Is this a digital signature request? **Yes** ☒ **No** ☐ *(If No, please provide two original copies signed by vendor.)*

2) Is this the standard County Agreement Form? **Yes** ☒ **No** ☐ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel? Yes ☐ **No** ☐
(If Yes, provide approval to COB via email. If No, see instructions below. **Non-standard agreements will NOT be processed without County Counsel's approval.**)

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2. fields.)*

Vendor Signator & Title: Vineet Srivastava
(Name of person signing the agreement, and their title)

Vendor Email: vineet@gravitonconsulting.com
(Email of signee)

For: Managed Services Production Support of ERP
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", etc.)

Term: 9/1/2021 - 1/31/2022
(Enter beginning "to" end. Must be 1 year or less for DH or CAO agreements.

Is this an Amendment to an Agreement? Yes ☐ **No** ☒
(If Yes, attach copies of all prior amendments, *AS WELL* as the initial agreement.)

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3. field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

☒ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):**

☐ $_____ **DEPARTMENT HEADS, Under $10,000 (**MCC Section 3.08.050):
Assistant Purchasing Agents (Department Heads) are authorized to obtain services, supplies and equipment; (Amount limited to what is budgeted and must be a one year, or less, contract term.) ***(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)***

☒ $49,500 **CAO as Purchasing Agent, Under $50,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted and must be a one year, or less, contract term.)

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

☐ **INTERDEPARTMENTAL AGREEMENTS & MOUs** _____

DIGITAL SIGNATURE INSTRUCTIONS

A. DH/CAO Approvals:

- **If using the UNCHANGED County agreement template, proceed with routing to Clerk of the Board.**
- **If using vendor supplied agreements, or MODIFIED County Agreement template:**
  1) Email to County Counsel's Office for vetting first (without routing slip.)
  2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval, and a completed routing sheet.

B. BOARD Items:

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

ROUTING

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB Department.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dwardle@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

Attachment: Graviton Managed Services Agreement 2021 (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget

Attachment: Graviton Managed Services Agreement 2021 (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget

AGREEMENT FOR PRODUCTION SUPPORT FOR THE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM IN ORACLE CLOUD

THIS AGREEMENT ("Agreement") is made and entered into this 20th day of August, 2021, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Graviton Consulting Services ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on September 1, 2021 and terminate on January 31, 2022 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall provide managed services towards production support for the Enterprise Resource Planning (ERP) system in Oracle Cloud application suite.as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in the amount of $49,500 as set forth in Exhibit A, "Scope of Work." County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement 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 Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of 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 Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, 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.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) 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 affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to

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purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) 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 County.

(7) 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.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) 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.

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence of willful acts.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of

Attachment: Graviton Managed Services Agreement 2021 (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget

Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:
Graviton Consulting Services
Attn: Vineet Srivastava
Phone: 916-337-6551
Email: vineet@gravitonconsulting.com

COUNTY:
County of Mariposa
Attn: Leigh Westerlund
Email: lwesterlund@mariposacounty.org
Phone: 209-742-1234

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit A.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit A.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include,

but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

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 Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and 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.

20. NUMBER AND GENDER

In this Agreement, the neutral 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.

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. 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.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of

Attachment: Graviton Managed Services Agreement 2021 (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget

the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

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.

25. CONTROLLING LAW

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

26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party

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29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

31. DATA SECURITY - CONFIDENTIALITY

A. Acknowledgment of access to information characterized as covered data: Both parties acknowledge that this Agreement may allow either party access to the other party's confidential information or information provided by the other party including, but not limited to, personal information, records, data, or financial information ("Covered Data") notwithstanding the manner in which or from whom it is received, which is subject to state laws that restrict the use and disclosure of the received information, including the California Information Practices Act (California Civil Code Section 1798 et seq.), California Constitution Article 1, Section 1, and other existing relative or future adopted State and/or Federal requirements. Both parties shall maintain the privacy of, and shall not release, Covered Data without full compliance with all applicable state and federal laws, the provisions of this Agreement and prior written consent of the other party. Both parties agree that they will include all of the terms and conditions contained in this clause in all subcontractor or agency contracts providing services under this Agreement. Where a federal, state or local law, ordinance, rule or regulation is required to be made applicable to this Agreement, it shall be deemed to be incorporated herein without amendment to this Agreement.

B. Prohibition on unauthorized use or disclosure of Covered Data: Both parties agree to hold Covered Data received from or created on behalf of the other party in strictest confidence. Either party shall not use or disclose Covered Data except as permitted or required

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by this Agreement or as otherwise authorized in writing by the other party. If required by a court of competent jurisdiction or an administrative body to disclose Covered Data, either party will notify the other party in writing prior to any disclosure in order to give te County an opportunity to oppose any such disclosure. Any work using, or transmission or storage of, Covered Data outside the United States is subject to prior written authorization by County

C. Safeguard standard: Both parties agree that they will protect the Covered Data according to commercially acceptable standards and no less rigorously than they protect their own confidential information, but in no case less than reasonable care. Both parties shall develop, implement, maintain and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity and availability of all such Covered Data.

D. Return or destruction of Covered Data: Upon termination, cancellation, expiration or other conclusion of this Agreement, both parties shall return the Covered Data to the other party unless the other party requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of either party. Both parties shall complete such return or destruction not less than thirty (30) calendar days after the conclusion or termination of this Agreement. Within this thirty (30) day period, both parties shall certify in writing to the other party that the return or destruction has been completed.

E. No third-party rights: Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

32. INTELLECTUAL PROPERTY RIGHTS/LICENSE

Unless Contractor and the County agree otherwise in writing, the Work Products developed for County by Contractor pursuant to this Agreement and any SOW shall be considered “works made for hire” as defined in the Copyright Act, 17 U.S.C. §101, and shall belong to County. The foregoing provisions do not apply to any third party works or products provided by Contractor to County or to Contractor Know-How (as defined below).

Contractor Know-How and License. County acknowledges that Contractor’s business depends substantially on the accumulation of expertise, methodologies and general materials that Contractor utilizes and develops during engagements for clients. Accordingly, County agrees that Contractor shall retain all right, title and interest in and to all “Contractor Know-How,” which includes all discoveries, concepts, and ideas, software, scripts and utilities whether installed on end-user equipment County equipment or Contractor equipment, business processes, proposals, methodologies, delivery strategies, approaches and practices, solutions, programs, training materials, templates, documentation, all whether or not they can be registered under patent, copyright or similar statutes, trademarks, trade secrets, as well as modifications and improvements thereof, which Contractor, its agents or employees, whether alone or jointly with others, conceives, makes, develops, acquires or obtains knowledge of at any time before, after or during the term of this Agreement without breach of Contractor's duty of confidentiality to County. To the extent Contractor Know-How is included in or reflected in any Work Product delivered hereunder, County shall (i) have a limited perpetual, personal, irrevocable,

nonexclusive, worldwide, and royalty free license to use, execute, reproduce, and modify the Contractor Know-How, but only for Client's internal use in conjunction with the Work Products and (ii) be allowed to share the Work Products with other governmental entities or third party vendors with a need to access information contained within the Work Products as part of their scope of work with the County.

33. KEY PERSONNEL

The County shall have the ability to interview and approve key personnel proposed by Contractor for the project. The County shall have the right to dismiss key personnel from the project for cause by informing the Contractor of reason for dismissal.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

58EC2CD2805
Jay D Kimble
ZorroSign

Jay D. Kimble
County Administrative Officer

CONTRACTOR

58EC2CD280F
VineetSrivastava
ZorroSign

Vineet Srivastava, President
Graviton Consulting Services

APPROVED AS TO LEGAL FORM:

58EC2CD27FB
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

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GRAVITON
CONSULTING SERVICES

Exhibit A - SCOPE OF WORK

Statement of Work No. Mariposa 2021-08-18

County of Mariposa

8950 Cal Center Drive, Building 1, Suite 255, Sacramento, CA 95826 | email: info@gravitonconsulting.com
URL: www.gravitonconsulting.com | Phone: (888) GRAVIT-1 | Fax: (888) 728-6104

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GRAVITON
CONSULTING SERVICES

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8950 Cal Center Drive, Building 1, Suite 255, Sacramento, CA 95826 | email: info@gravitonconsulting.com
URL: www.gravitonconsulting.com | Phone: (888) GRAVIT-1 | Fax: (888) 728-6104

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Introduction

Graviton Consulting Services ("Graviton") has implemented Oracle Cloud EPM for the County of Mariposa ("the County"). The implementation for Oracle Cloud ERP and HCM is in progress. The County would like to engage Graviton to provide managed services towards production support for the Oracle Cloud application suite.

Graviton will deploy consultants for providing these services; the work will be performed remotely and directed out of Graviton's corporate headquarters in Sacramento, CA.

Scope of Work

Graviton will provide the following professional services and software tools as part of this Managed Services contract.

1. **As-needed support**. This will include the following:
    a. As needed Level 2 support for County staff.
    b. Provisioning LMS (Graviton Learning Academy) access for new County staff.

2. **Monthly support**. This will include the following:
    a. Payroll processing support.
    b. Month-end close support.
    c. Recurring maintenance tasks for Oracle Integration Cloud.
    d. Coordinating environment refresh requests with Oracle as needed.

3. **Quarterly support**. This will include the following:
    a. Regression testing in the TEST environment upon the quarterly release uptakes. This includes execution of the use cases related to the functionality impacted by the new release.
    b. Updates to use cases if needed, due to changed functionality in the new release.
    c. Updates to the LMS job-aids in case any use cases are updated.
    d. Impact analysis and feasibility analysis for implementation of new major functionality introduced with any quarterly release.
    e. Pain point review HR/FIN/EPM
4. **Yearly support**. This will include the following:
    a. W2 process support.
    b. Open enrolments support.

c. Budget process support.

5. **Training**. This will include the following:
   a. Training sessions conducted remotely or in-person as per the County's request and preference.
6. **Software**
   a. LMS (Graviton Learning Academy) license
   b. JIRA project
   c. SharePoint Site

At the end of each month, Graviton will provide a report with the following level of detail:

1. Tasks performed in the month.
2. Unused hours carried forward from the previous month.
3. Hours used in the month.
4. Balance hours to be carried forward into the next month.

Out of Scope

The following services are out of scope:

1. Level 0, Level 1, and Level 3 support, as defined in the subsequent "Support Definitions" section.
2. Implementation of any new functionality introduced in the quarterly releases.

Support Definitions

The following support tiers are referenced in this document:

Support Tier	Description
Level 0	- Self-help, via Oracle documentation and job-aids
Level 1	- Helpdesk services, e.g., password resets, account unlock, new account provisioning
Level 2	- Help with any system functionality / transactions - Technical or Application support for issues reported
Level 3	- Implementation of new features - Technical development, e.g., new interfaces - Enhancements to existing functionality

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Service Levels

Graviton will provide services with the following response time commitments.

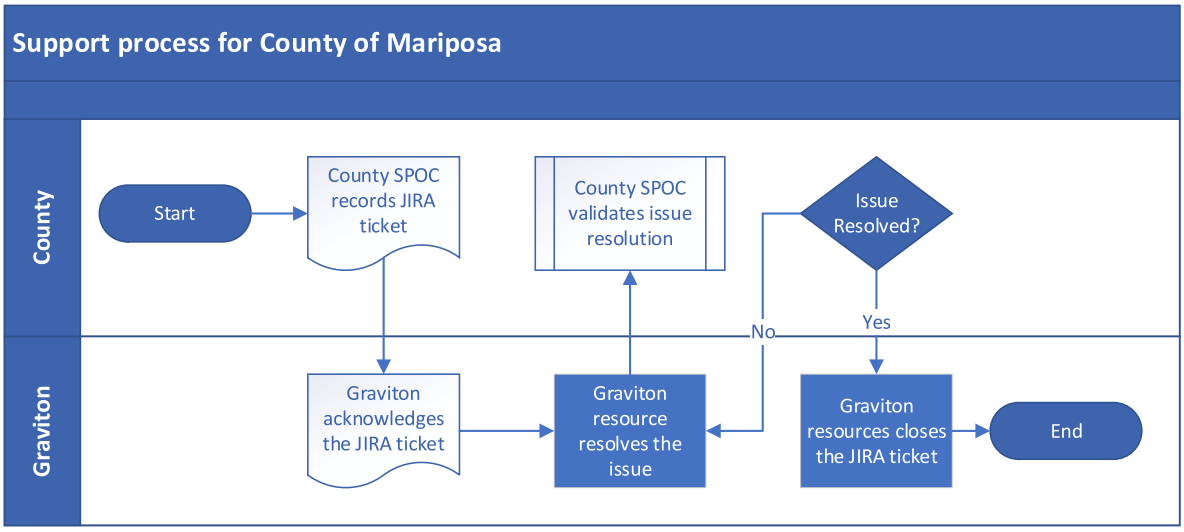
Severity	Description	Graviton's Response Time Commitment
Sev 1	A critical incident with very high impact. E.g., system outage and most users unable to access Oracle Cloud. **Sev 1** incidents should be reported to Oracle by way of a Sev 1 Service Request (SR). Upon logging of the Oracle SR, it should also be reported to Graviton by phone call.	**Sev 1** incidents will be resolved by Oracle as part of their support included with the County's subscription. Graviton will acknowledge a **Sev 1** incident within 15 min of being reported. A Graviton resource will be on stand-by to work with Oracle as needed, within 30 min of acknowledgement. Graviton will liaison with Oracle on the County's behalf and will work with them 24X7 for **Sev 1** outages.
Sev 2	A major incident with significant impact. E.g., the application is available and working for most of the County's users, but one or more users are not able to perform some specific transactions. Sev 2 incidents should be reported by logging a ticket in JIRA.	Graviton will acknowledge the **Sev 2** incident report within 2 business hours of being reported. A Graviton resource will begin work on the issue within 4 business hours of acknowledgement.
Sev 3	A minor incident with low impact. E.g., request for process assistance/ training, or request for a report to be developed. Sev 3 incidents should be reported by logging a ticket in JIRA.	Graviton will acknowledge the **Sev 3** incident report within 4 business hours of being reported. A Graviton resource will begin work on the issue within 6 business hours of acknowledgement.

Attachment: Graviton Managed Services Agreement 2021 (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget

Attachment: Graviton Managed Services Agreement 2021 (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget

Support process

The following diagram illustrates the support process that will be used to provide these services to the County.



Assumptions

1. The County will assign a Single Point of Contact (SPOC), who will ensure that Graviton's consultants will have access to the County's facilities, network and systems as required. The SPOC will also help to schedule and facilitate any meetings with other County staff as may be needed.
2. Any documentation submitted to the County will be reviewed within 5 business days. If the County needs more time, then the SPOC will inform Graviton about the same within the first 5 business days. If a document is not reviewed/ communication not provided within 5 business days, then the said document will be considered signed-off.
3. Graviton's consultants will perform the work remotely. Onsite services will be provided with prior County approval.

4. Graviton will setup a dedicated JIRA project to track all the support requests from the County. The County's SPOC will be granted access and will enter requests on the County's behalf.
5. Graviton will provide support during the County's standard business hours for Sev 2 and Sev 3 incidents. For Sev 1 incidents, Graviton will provide 24X7 support.

Rates and Cost

All professional fees and expenses related to this scope of work will be on a Fixed Price basis. The cost for the services is **$49,500** (Forty-Nine Thousand Five Hundred Dollars). This includes the following:

- 66 hours of professional services per month, towards the scope of work as per the previous section.
- Unused hours will rollover into the subsequent month.
- Unused hours will expire at the end of the contract period.
- Software tools.

At the end of each contract period, Graviton will submit an analysis of the tasks performed, the hours used, and the value add of the software tools provided. This will be reviewed with the County to adjust the needs for the upcoming contract period.

Additional Services

Graviton will provide any additional services outside of the scope of work on a Time and Materials basis, as per the following table. Such services will be provided upon the County's request and approval.

Resource	Offsite Rate
Oracle Cloud Functional Consultant	$150
Oracle Cloud Technical Consultant	$125
Project Manager	$150

Attachment: Graviton Managed Services Agreement 2021 (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget

Travel Costs

Onsite services will be provided with prior County approval. For any services provided onsite, Graviton will invoice the County for Travel costs at actuals, subject to the County's travel policies.

Term and Invoicing

Estimated Start Date: 09/01/2021

Estimated End Date: 01/31/2022

Invoicing: Graviton will invoice the County monthly for the services provided in the previous month, as per the following schedule. The invoicing terms will be Net 30.

Payment Milestone	Amount
Managed Services for Sep 2021	$9,900
Managed Services for Oct 2021	$9,900
Managed Services for Nov 2021	$9,900
Managed Services for Dec 2021	$9,900
Managed Services for Jan 2022	$9,900
TOTAL	**$49,500**

Change Requests: Any Change Requests to this Statement of Work will be jointly reviewed by the County and Graviton and will be executed upon mutual approval.

Attachment: Graviton Managed Services Agreement 2021 (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget

Attachment: Graviton Agreement Amendment Second 2021 (RES-2022-97 : Approve Amendment with Graviton for Managed Services and

SECOND AMENDMENT TO AGREEMENT FOR ENTERPRISE RESOURCE PLANNING IMPLEMENTATION CONSULTING SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR ENTERPRISE RESOURCE PLANNING IMPLEMENTATION CONSULTING SERVICES, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Graviton Consulting Services, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated May 5th, 2020 wherein **Contractor** agreed to provide Oracle Enterprise Resource Planning ERP implementation consulting services; and

WHEREAS, County and **Contractor** entered into a 1st Amendment to Agreement, dated April 13, 2021, increasing the Scope of Work and adding $12,400 in compensation; and

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement;

WHEREAS, County and **Contractor** desire to amend said Agreement to change the compensation to be provided to **Contractor**;

WHEREAS, County and **Contractor** desire to amend said Agreement to change the scope of work to be provided by **Contractor;**

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to October 31st, 2021.

2. Paragraph 2, "COMPENSATION," is hereby amended to provide that an additional $75,000 will be added to the original amount of $1,642,402, and the first amendment amount of $12,400, making the total compensation paid to **Contractor** not to exceed amount of $1,729,802.

3. Paragraph 3, "SCOPE OF WORK," is hereby amended to provide that C**ontractor** agrees to provide the following additional services: address the additional tasks beyond the scope of implementation that Graviton will need to perform, to support the County in running production payroll in the month of September.

4. Paragraph 4: Except as herein amended, the Agreement dated May 5th, 2020 as amended by the 1st Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Marshall Long, Chair Board of Supervisors	Vineet Srivastava, President Graviton Consulting Services
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Graviton Agreement Amendment Second 2021 (RES-2022-97 : Approve Amendment with Graviton for Managed Services and

GRAVITON
CONSULTING SERVICES

Statement of Work No. Mariposa-2021-09-07

Change Order 01

County of Mariposa

8950 Cal Center Drive, Building 1, Suite 255, Sacramento, CA 95826 | email: info@gravitonconsulting.com
URL: www.gravitonconsulting.com | Phone: (888) GRAVIT-1 | Fax: (888) 728-6104

Attachment: Graviton Agreement Amendment Second 2021 (RES-2022-97 : Approve Amendment with Graviton for Managed Services and

GRAVITON
CONSULTING SERVICES

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URL: www.gravitonconsulting.com | Phone: (888) GRAVIT-1 | Fax: (888) 728-6104

GRAVITON
CONSULTING SERVICES

Introduction

Graviton Consulting Services ("Graviton") has implemented Oracle Cloud EPM, ERP, and HCM for the County of Mariposa ("the County"). The County has deferred the execution of the first payroll in the new production environment to September 2021.

This Change Order addresses the additional tasks beyond the scope of implementation that Graviton will need to perform, to support the County in running production payroll in the month of September.

Graviton will deploy consultants to provide these services; the work will be performed remotely and directed out of Graviton's corporate headquarters in Sacramento, CA.

Scope of Work

The scope of work related to this Change Order is divided between the County and Graviton.

The County will complete the following:

1. Provide the list of staff corresponding to Sheriff and MCMCO by close of business on 09/03/2021.
2. Provide payroll balances as of 08/31/2021 for all employees by close of business on 09/09/2021. This will include all new hires from the month of August 2021 and will exclude all terminations from the month of August 2021.
3. Provide approved timesheets for September 2021 by close of business on 09/17/2021.
4. Provide an example of an employee with the adjustment issue, by close of business on 09/09/2021.
5. Initiate testing of the payroll ACH file with the bank, by close of business on 09/10/2021.

Graviton will complete the following as part of this scope of work.

1. Update the implemented logic to address the following decisions:
   1.1. Updates to the calculation for Field Training, Swing Shift, Night Shift, and Out of class.
   1.2. Employees separating just from their assignments should NOT get the leave balance payout.
   1.3. Comp earned to be removed from the FLSA calculation.
2. Load the payroll balances provided by the County.
3. Support the County in reviewing the data provided. This includes the initial data, as well as any updated/ corrected data.
4. Process the September payroll jointly with the County staff.

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URL: www.gravitonconsulting.com | Phone: (888) GRAVIT-1 | Fax: (888) 728-6104

Attachment: Graviton Agreement Amendment Second 2021 (RES-2022-97 : Approve Amendment with Graviton for Managed Services and

5. Update the payroll ACH file as needed by the bank.
6. Generate a report to list Scheduled Hours, Worked Hours and system generated adjustments for Non-Safety employees.

Assumptions

1. The staff corresponding to MCMCO will be processed as per "payroll by exception". i.e., these staff will be treated as salaried, and their payroll will be processed at a flat 173.33 hours per employee per month. Any adjustments over and above this will be made manually by the County HR/ Payroll team. FLSA calculation for these staff will be performed manually by the County HR/ Payroll team.
2. The staff corresponding to MCMCO will not be considered for Project Costing.
3. If the County is not able to provide Graviton with the information needed to run the payroll by close of business on 09/17/2021, then the payroll execution will be deferred to a subsequent month. In such case, Graviton and the County will jointly discuss the revised schedule and Graviton will provide the corresponding Change Order to the County.

Rates, Term, and Invoicing

All professional fees and expenses related to this scope of work will be performed on a Fixed Price basis. The cost for the services is **$75,000** (Seventy-five Thousand Dollars). The details of this estimation are as per the following table.

Resource Name	Role	Rate	Hours	Amount
Vineet Srivastava	Solution Architect	$0	80	$0
Prashant Jejurikar	Project Manager	$0	20	$0
Sree Jangiti	Functional Consultant	$150	200	$30,000
Gary Clark	Functional Consultant	$150	100	$15,000
Charu Vij	Technical Consultant	$150	200	$30,000
TOTAL				**$75,000**

Estimated Start Date: 09/01/2021

Estimated End Date: 10/15/2021

Invoicing: Graviton will invoice the County for the services provided as per the following schedule. The invoicing terms will be Net 30.

Payment Milestone	Amount
Professional Services for Sep 2021	$60,000
Professional Services for Oct 2021	$15,000

Attachment: Graviton Agreement Amendment Second 2021 (RES-2022-97 : Approve Amendment with Graviton for Managed Services and

Payment Milestone	Amount
TOTAL	**$75,000**

Travel Costs: Graviton will provide onsite services with prior County approval. For any onsite services provided, Graviton will invoice the County for Travel costs at actuals, subject to the County's travel policies.

Change Requests: Any Change Requests to this Statement of Work will be jointly reviewed by the County and Graviton and will be executed upon mutual approval.

Attachment: Graviton Agreement Amendment Second 2021 (RES-2022-97 : Approve Amendment with Graviton for Managed Services and

Signatures

Graviton Consulting Services	**County of Mariposa**
By:_____ (signature)	By:_____ (signature)
Name: Vineet Srivastava	Name:
Title: President	Title:
Address:	Address:
8801 Folsom Blvd, Ste #120 Sacramento, CA 95826	

Attachment: Graviton Agreement Amendment Second 2021 (RES-2022-97 : Approve Amendment with Graviton for Managed Services and

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-183

MEETING: April 13, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Amendment with Graviton and Budget Action ($12,400)

RECOMMENDATION AND JUSTIFICATION:
Approve Amendment to Agreement for a Program as a Service (PaaS) Add-On with Graviton for Oracle Enterprise Resource Planning (ERP) Implementation Consulting Services in an Amount Not To Exceed $12,400; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Transferring Funds Between Health and Human Services Agency (HHSA) and The ERP Implementation Capital Improvement Fund to Cover Cost of Agreement ($12,400).

In the course of the implementation it has become clear that a patch is required to enable the ERP to connect with the Health and Human Services Agency's (HHSA's) state reporting database C-IV. HHSA manages a large and complex amount of data and the connection with state reporting databases is a critical component. Without the PaaS software patch, staff will be required to continue to spend several hours each day reviewing, updating and reporting on Mariposa County data to the state.

The PaaS software will enable other seamless connections with other systems down the road, so it will benefit other departments and functions within the county as well.

This board item is connected to Board item #11586. This item involves an amendment to the implementation consulting team contract. Board item #11586 involves an additional software contract. Metaphorically, this is the driver training course and required license to drive and #11591 is the car. It is not possible to approve one without the other, but because these are contracts with two different companies, we must present the contracts in two separate Board items.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Resolution 2020-234: Approve Enterprise Resource Planning (ERP) Agreement with Graviton Consulting and Oracle; and Authorize Board of Supervisors Chair to Sign

Resolutions 2020-283: Ratify Contract Signature for Enterprise Resource Planning

Attachment: Agreement_2021-183 (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget Action ($36,000))

Resolution - Action Requested 2021-183

ERP with DLT for Oracle Software

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and HHSA staff will be required to continue to spend several hours each day reviewing and updating data to be submitted to the state C-IV database reporting system.

ATTACHMENTS:
Graviton Consulting First Amendment 4.6.2021 (PDF)
Exhibit A - SOW Mariposa C-IV Implementation 2021-03-24 (1)(PDF)
Graviton 4.6.21 Budget Action (PDF)
Agreement_2020-234 graviton (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Attachment: Agreement_2021-183 (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget Action ($36,000))

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
575	1375-309	16-00	Transfer in		(12,400)	
575	1375-933	06-44	ERP Software Implementation		12,400	
001	0501-661	07-91	Transfer out		12,400	
001	0501-661	04-80	Equipment			12,400
				TOTALS	12,400	12,400

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
001	0501-661	07-91	Transfer out		12,400	
575	1375-309	16-00	Transfer in			12,400
				TOTALS	12,400	12,400

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

DEPARTMENT HEAD SIGNATURE Jay D Kimble zorrosign 72AA0EE9FF DATE 04/13/2021

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. 21-183 CLERK René LaRoche zorrosign 750EFEAA55 DATE 04/13/2021

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

Attachment: Agreement_2021-183 (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget Action ($36,000))

FIRST AMENDMENT TO AGREEMENT FOR PROGRAM AS A SERVICE SOFTWARE ADD-ON IMPLEMENTATION CONSULTING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR PROGRAM AS A SERVICE SOFTWARE ADD-ON IMPLEMENTATION CONSULTING SERVICES, is made and entered into this 13th day of April 2021, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Graviton Consulting Services, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated May 5, 2020, wherein **Contractor** agreed to provide Oracle Enterprise Resource Planning ERP implementation consulting services; and

WHEREAS, County and **Contractor** desire to amend said Agreement to change the compensation to be provided to **Contractor**;

WHEREAS, County and **Contractor** desire to amend said Agreement to change the scope of work to be provided by **Contractor;**

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

"COMPENSATION," is hereby amended to provide that an additional $12,400 will be added to the original amount of $1,630,002, making the total compensation paid to **Contractor** not to exceed amount of $1,642,402.

"SCOPE OF WORK," is hereby amended to provide that C**ontractor** agrees to provide the following additional services: Implementation of the Program as a Service PaaS software patch required for C-IV state database reporting integration. See attached Scope of Work for additional details.

Except as herein amended, the Agreement dated May 5, 2020 shall remain in full force and effect.

Attachment: Agreement_2021-183 (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget Action ($36,000))

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA

Marshall Long
zorrosign 74F8BFAD99
Marshall Long, Chair
Board of Supervisors

CONTRACTOR

Vineet Srivastava
zorrosign 74F8BFADAD
Vineet Srivastava, President
Graviton Consulting Services

COUNTERSIGNED:
(Government Code §25103)

René LaRoche
zorrosign 74F8BFADA3
Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
zorrosign 74F8BFAD8F
Steven W. Dahlem
County Counsel

Attachment: Agreement_2021-183 (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget Action ($36,000))

Statement of Work No. Mariposa-2021-03-24

County of Mariposa

Attachment: Agreement_2021-183 (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget Action ($36,000))

8950 Cal Center Drive, Building 1, Suite 255, Sacramento, CA 95826 | email: info@gravitonconsulting.com
URL: www.gravitonconsulting.com | Phone: (888) GRAVIT-1 | Fax: (888) 728-6104

GRAVITON
CONSULTING SERVICES

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Attachment: Agreement_2021-183 (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget Action ($36,000))

GRAVITON
CONSULTING SERVICES

Introduction

Graviton Consulting Services ("Graviton") is implementing Oracle Cloud ERP and HCM applications for the County of Mariposa ("the County"). The County would like to engage Graviton to develop an interface between the Oracle Cloud application and the County's C-IV application.

Graviton will deploy consultants for executing this project; the work will be performed remotely and directed out of Graviton's corporate headquarters in Sacramento, CA.

Scope of Work

Graviton will provide the following professional services as part of this Managed Services contract.

1) Understand the business needs and develop the design specifications.
2) Develop the integration with C-IV on the Oracle PaaS platform.
3) Collaborate on system testing and facilitate user acceptance testing.
4) Execute production cutover and provide four weeks of post go-live support.

Assumptions

1. The County will procure the Oracle PaaS license necessary for this development.
2. The County will assign a Single Point of Contact (SPOC), who will ensure that Graviton's consultants will have access to the County network and systems as required. The SPOC will also help to schedule and facilitate any meetings with other County staff as may be needed.
3. Any documentation submitted to the County will be reviewed within 5 business days. If the County needs more time, then the SPOC will inform Graviton about the same within the first 5 business days. If a document is not reviewed/ communication not provided within 5 business days, then the said document will be considered signed-off.

Attachment: Agreement_2021-183 (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget Action ($36,000))

4. The County will assist with system testing and will perform user acceptance testing.
5. Graviton's consultants will perform the work remotely.

Rates, Cost Estimates, and Invoicing

All professional fees and expenses related to this scope of work will be fixed cost basis as per the following table.

Cost: The total cost for this project will be $12,400 (Twelve Thousand and Four Dollars).

Estimated Start Date: 04/12/2021

Estimated End Date: 07/01/2021

Invoicing: Graviton will invoice the County upon completion of work. The invoicing terms will be Net 30.

Change Requests: Any Change Requests to this Statement of Work will be jointly reviewed by the County and Graviton and will be executed upon mutual approval.

Attachment: Agreement_2021-183 (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget Action ($36,000))

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2020-234

MEETING: May 5, 2020

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Enterprise Resource Planning ERP Contract with Graviton Consulting and Oracle

---

RECOMMENDATION AND JUSTIFICATION:

Approve Enterprise Resource Planning (ERP) Agreement with Graviton Consulting and Oracle; and Authorize Board of Supervisors Chair to Sign.

Staff recommends entering an agreement with Graviton Consulting and Oracle to replace its Enterprise Resource Planning System.

The County's Enterprise Resource Planning (ERP) System, also frequently called the "financial system", "HTE", or "AS400", is now forty years old and approaching the end of its useful life. It was twelve years old when Mariposa County acquired it in 1992. This system is critical to County operations and includes central elements of budget, financial management, human capital management, and payroll.

In anticipation of the need for a new ERP, the Board directed staff to pursue a new system, approved an agreement with Government Finance Officers' Association (GFOA) to guide a procurement and contracting process, and set aside money to pay for the replacement.

The lengthy and thorough GFOA-led process engaged staff and stakeholders from all areas of the County to first evaluate our own processes, identify valuable improvements to our processes, and then seek vendors who could meet County needs. Seven bids were received and evaluated. Final candidates were subjected to four days of in-person interviews and demonstrations of their software. The Graviton-Oracle partnership was selected based upon its performance and feedback from all staff who were involved in the process and we are confident this solution will meet our needs.

In addition to streamlining and automating processes, the selected system would be cloud-based. This feature eliminates the need for local maintenance, allows for remote access and telework, and ensures the product will always be up to date. It will facilitate better budget and financial

Attachment: Agreement_2020-234 graviton (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget Action

Resolution - Action Requested 2020-234

management practices, such as the use of purchase orders and transparent access for the public, while also enabling better analysis of financial data and stronger controls against misuse and abuse of county funds.

GFOA has negotiated the contract on our behalf, leveraging decades of experience in municipalities across the US to ensure we have a contract that supports our needs and ensures success. The resulting agreement has no costs in the current fiscal year, a total cost of $1,452,465 in Fiscal Year 2021, $735,227 in Fiscal Year 2022, and ongoing maintenance costs of approximately $300,000 per year. There are sufficient funds in the Technical Service Reserve Fund (446) and other non-General Funds (such as a portion to be paid through HHSA) to pay for installation costs. Maintenance costs will continue to be budgeted on an annual basis.

Staff acknowledges that the ERP replacement is an expensive enterprise and that the timing for this project may not seem ideal. At the same time, failure to move forward at this time will likely be even more costly to the County. Social distancing and shelter-in-place requirements associated with COVID-19 have highlighted many of the challenges associated with current legacy systems that are based on local servers maintained by local staff, paper-based exchanges of information, workarounds through hundreds of shadow systems and social proximity. Telework is difficult or impossible when working with AS400.

The few technicians that still know how to work with our old systems are also retiring and dramatically reducing options for service while those still in the field are increasing their fees to provide those services. Parts and developer support are no longer available.

The process by which the new system has been selected and the contract negotiated required the engagement of many employees over a period of more than a year and involved significant expense that is time-specific. If we were to postpone this decision, we would need to start over from the beginning.

This system has never been more important than it is today. Staff recommends approval of this agreement to keep the County moving forward.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The current ERP is a green screen system that hit the open market in 1980. Mariposa County acquired this system in 1992 and has used it ever since.

In 2013, and again in 2017, the Grand Jury recommended replacement of the ERP. In 2017, the Grand Jury concluded, "replacement of antiquated software managed on the County's computer systems by in-house staff should become a higher priority for the Board."

The Board had already begun setting aside some one-time revenue for replacement of the ERP and other antiquated systems in 2015. Approximately $1 million has been saved for technical upgrades to date.

Attachment: Agreement_2020-234 graviton (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget Action

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2020-234

County staff conducted an in-house procurement process to select an ERP in 2016. Two systems were reviewed, but no selection was made at that time.

In December 2018, the Board approved a Request for Proposals to retain a consultant to guide the ERP replacement process. GFOA was selected in February 2019.

On February 11, 2020, the Board received an ERP presentation, which outlined the selection process and discussed next steps.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could request a modification to the contracts or could not approve them, and the County would continue to work with AS400.

FINANCIAL IMPACT:
No costs will be incurred in this fiscal year FY20. Costs incurred in next fiscal year FY21 ($1,452,465) will be included in the FY21 budget and will be taken primarily from the Technical Services Reserve Fund (446).

ATTACHMENTS:
Graviton Contract (DOC)
Exhibit A Statement of Work and Cost Proposal (DOCX)
Attachment A to Exhibit A – Functional Requirements (PDF)
Oracle DLT 5 Year Price Quote (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

Attachment: Agreement_2020-234 graviton (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget Action

AGREEMENT FOR ENTERPRISE RESOURCE PLANNING (ERP)

SOFTWARE IMPLEMENTATION

THIS AGREEMENT ("Agreement") is made and entered into this 5th day of May, 2020, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Graviton Consulting Services, an independent contractor ("Contractor"), (collectively, "the Parties") as pursuant to the following terms and conditions.

W I T N E S S E T H:

1. SCOPE OF SERVICES

Contractor agrees to provide to County, under the terms and conditions of this Agreement, the mutually agreed upon consulting services (the "Services") and deliverables ("Work Products") which are described in the Statement of Work (SOW) attached in Exhibit A Statement of Work and Cost Proposal.

2. CHANGES TO THE SOW OR THIS AGREEMENT

At any time prior to completion of Services or a Work Product under the SOW, either party may request that a change (including without limitation, a modification, addition or reduction) be made to the SOW. Any such changes shall be by written amendment detailing the changes involved and any related changes to the schedule and charges (a "Change Order"). Contractor shall not proceed with any work beyond the scope of work set forth in the SOW until a written change is executed by an Authorized Representative of each party. The County shall not be liable for any additional fees without an approved Change Order.

3. TERM

The term of this Agreement shall commence when fully executed and terminate thirty (30) days after completion of all Services.

4. COMPENSATION

Contractor shall be compensated for Services performed in an amount not to exceed that listed within Exhibit A Statement of Work and Cost Proposal.

For Services and Work Product provided on a time and materials basis as stipulated in the Statement of Work, County shall pay Contractor in accordance with the hourly rates of set forth, exclusive of sales, use and similar taxes. For Services and Work Products provided on a fixed price basis, the Contract shall submit an invoice for any approved milestone or deliverable payment after County's acceptance of such milestone or deliverable. All fixed price payments will be identified in each applicable SOW, and unless otherwise stated include all expenses.

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All undisputed invoices shall be due and payable within thirty (30) days from the date of receipt of the invoice. The County must notify Contractor of any concern or dispute with respect to an invoice within thirty (30) days from the date of receipt of the invoice or the invoice shall be presumed accepted.

5. ACCEPTANCE

Acceptance criteria for Services and Work Products shall be set forth in the SOW. The County must inspect the Services and Work Products upon Contractor's delivery of such Services or Work Products to confirm conformance with acceptance criteria. Unless otherwise stated in the SOW, if Contractor has not received written notice from County within five (5) business days, following Contractor's notification to County of completion of the Services or delivery of the Work Products, the applicable Services or Work Products will be deemed accepted by County. If the SOW does not contain acceptance criteria, the applicable Services or Work Products will be deemed accepted by County on the date of delivery unless Contractor receives written notice from County specifying the reason for non-acceptance within five (5) business days after Contractor's completion of the Services or delivery of the Work Products.

6. INSURANCE

Contractor shall procure and maintain for the duration of the agreement 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.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

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

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

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) 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.

(7) Verification of Coverage: Contractor shall furnish the 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 the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide

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them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) 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.

7. HOLD HARMLESS/INDEMNIFICATION

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

8. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

9. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;

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b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

11. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

12. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:
Graviton Consulting Services
Attn: Vineet Srivastava
Phone: 916-337-6551
Email: vineet@gravitonconsulting.com

COUNTY:
County of Mariposa
Attn: Leigh Westerlund
Email: lwesterlund@mariposacounty.org
Phone: 209-742-1234

13. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

14. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

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15. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the County. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

16. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

17. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination for all milestone payments that at the time of cancellation have not yet been accepted, Contractor shall be paid for the proportion of work completed.

B. The County may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to Contractor.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

D. Upon termination of this Agreement for any reason, including expiration, Contractor shall place no further orders nor enter into subcontracts for materials or services unless it is necessary in accordance with agreed upon wind-down disentanglement procedures. Contractor shall, upon receipt of termination notice, unless otherwise directed by the County (i) take such action as may be necessary for the protection and preservation of the County's materials and property; and (ii) shall act in good faith to mitigate costs to County.

E. In the event of termination of this Agreement, County shall pay for completed Work Products delivered as well as for Services performed by Consultant through the date of termination, including completed milestones/deliverables and partially completed milestones/deliverables. For partially completed milestones/deliverables, Contractor and County shall mutually agree on the proportion of work completed and payment amounts should equal the same proportion of the milestone/deliverable payment amount.

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F. In the event of any termination, Contractor and County shall mutually agree upon "wind-down" disentanglement procedures to include, without limitation, the scope, staffing, and costs required by such procedures. Such services shall be paid to Contractor on a time and materials basis at the rates listed in this Agreement or SOW. If this Agreement is terminated by County for cause, Contractor shall deliver County data in a commercially reasonable form to County and assist and cooperate with necessary transition tasks at no additional cost.

18. FORCE MAJEURE

In the event either party is delayed or prevented from performing this Agreement due to any cause beyond its reasonable control, including but not limited to, natural disaster, strike, civil unrest, embargo, court order or acts of God, such delay shall be excused during the continuance of such delay, and the period of performance shall be extended to such extent as may be reasonable to perform after the cause of delay has been removed. In the event any such delay continues for a period of more than ninety (90) days, either party may terminate any SOW under which performance is delayed upon written notice to the other party. In the event of any such termination, County shall pay Contractor for work performed through the effective date of termination.

19. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

20. DISPUTES

Any dispute, disagreement, claim or controversy between the parties arising out of or relating to this Agreement (the "Disputed Matter") shall be resolved by mutual agreement by first having the Project Manager for Contractor and the Project Manager or Project Leader for County meet to endeavor to resolve such dispute. If a resolution to such dispute does not occur during such meeting or within five (5) business days thereafter, the parties agree to elevate the dispute to a meeting of the County's Project Steering Committee. If either of the representatives at this level concludes, after a good faith attempt to resolve the Disputed Matter, that amicable resolution through continued negotiation does not appear likely, either party may seek relief by mediation and/or legal action.

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 Mariposa, State of California.

During the pendency of a dispute between the parties, Notwithstanding anything to the contrary contained herein, and even if any problem or other dispute arises between the parties and regardless of whether or not it requires at any time the use of the dispute resolution procedures described above, in no event nor for any reason shall Contractor will not interrupt or suspend or terminate the provision of Services to County or perform any action that prevents, impedes, or reduces in any way the provision of Services or County's ability to conduct its activities, unless

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authority to do so is granted by County or conferred by a court of competent jurisdiction the nature of the dispute makes progress of the Services infeasible.

21. 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.

22. NUMBER AND GENDER

In this Agreement, the neutral 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.

23. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

24. 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.

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.

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.

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.

28. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

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29. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

30. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

31. WARRANTY

Consultant warrants that (a) the services it provides hereunder will be performed in a professional and workmanlike manner in accordance with industry standards; (b) it will perform the Services in a manner that complies with all applicable laws and regulations,(c) that it and its personnel have obtained and will maintain any necessary certifications, clearances, and is authorization to provide consulting services related to configuration of the Oracle software in scope or other third party products furnished by Contractor listed in the SOW, and (d) that it will staff the project with an appropriate number of skilled and experienced consultants.

Further, for a period of three months from the date of Final Acceptance of each phase and for One Time System Events that would occur beyond the standard warranty term, Contractor further warrants that the Services and Deliverables will conform to the SOW, including the functional requirements. For purposes of this section, One Time System Events shall include Client's year-end close, CAFR development, 1099 generation, fixed asset depreciation, encumbrance rollover, interest apportionment, budget development (including operation, personnel/position, and capital) and load of budget to GL, W-2 generation, benefit open enrollment, and any required tax reporting, state reporting, or pension reporting.

32. DATA SECURITY - CONFIDENTIALITY

A. Acknowledgment of access to information characterized as covered data: Both parties acknowledge that this Agreement may allow either party access to the other party's confidential information or information provided by the other party including, but not limited to, personal information, records, data, or financial information ("Covered Data") notwithstanding the manner in which or from whom it is received, which is subject to state laws that restrict the use and disclosure of the received information, including the California Information Practices Act (California Civil Code Section 1798 et seq.), California Constitution Article 1, Section 1, and other existing relative or future adopted State and/or Federal requirements. Both parties shall maintain the privacy of, and shall not release, Covered Data without full compliance with all

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applicable state and federal laws, the provisions of this Agreement and prior written consent of the other party. Both parties agree that they will include all of the terms and conditions contained in this clause in all subcontractor or agency contracts providing services under this Agreement. Where a federal, state or local law, ordinance, rule or regulation is required to be made applicable to this Agreement, it shall be deemed to be incorporated herein without amendment to this Agreement.

B. Prohibition on unauthorized use or disclosure of Covered Data: Both parties agree to hold Covered Data received from or created on behalf of the other party in strictest confidence. Either party shall not use or disclose Covered Data except as permitted or required by this Agreement or as otherwise authorized in writing by the other party. If required by a court of competent jurisdiction or an administrative body to disclose Covered Data, either party will notify the other party in writing prior to any disclosure in order to give te County an opportunity to oppose any such disclosure. Any work using, or transmission or storage of, Covered Data outside the United States is subject to prior written authorization by County

C. Safeguard standard: Both parties agree that they will protect the Covered Data according to commercially acceptable standards and no less rigorously than they protect their own confidential information, but in no case less than reasonable care. Both parties shall develop, implement, maintain and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity and availability of all such Covered Data.

D. Return or destruction of Covered Data: Upon termination, cancellation, expiration or other conclusion of this Agreement, both parties shall return the Covered Data to the other party unless the other party requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of either party. Both parties shall complete such return or destruction not less than thirty (30) calendar days after the conclusion or termination of this Agreement. Within this thirty (30) day period, both parties shall certify in writing to the other party that the return or destruction has been completed.

E. No third-party rights: Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

33. INTELLECTUAL PROPERTY RIGHTS/LICENSE

Unless Contractor and the County agree otherwise in writing, the Work Products developed for County by Contractor pursuant to this Agreement and any SOW shall be considered "works made for hire" as defined in the Copyright Act, 17 U.S.C. §101, and shall belong to County. The foregoing provisions do not apply to any third party works or products provided by Contractor to County or to Contractor Know-How (as defined below).

Contractor Know-How and License. County acknowledges that Contractor's business depends substantially on the accumulation of expertise, methodologies and general materials that Contractor utilizes and develops during engagements for clients. Accordingly, County agrees that Contractor shall retain all right, title and interest in and to all "Contractor Know-How,"

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which includes all discoveries, concepts, and ideas, software, scripts and utilities whether installed on end-user equipment County equipment or Contractor equipment, business processes, proposals, methodologies, delivery strategies, approaches and practices, solutions, programs, training materials, templates, documentation, all whether or not they can be registered under patent, copyright or similar statutes, trademarks, trade secrets, as well as modifications and improvements thereof, which Contractor, its agents or employees, whether alone or jointly with others, conceives, makes, develops, acquires or obtains knowledge of at any time before, after or during the term of this Agreement without breach of Contractor's duty of confidentiality to County. To the extent Contractor Know-How is included in or reflected in any Work Product delivered hereunder, County shall (i) have a limited perpetual, personal, irrevocable, nonexclusive, worldwide, and royalty free license to use, execute, reproduce, and modify the Contractor Know-How, but only for Client's internal use in conjunction with the Work Products and (ii) be allowed to share the Work Products with other governmental entities or third party vendors with a need to access information contained within the Work Products as part of their scope of work with the County.

34. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an Agreement amendment to Contractor to reflect the reduced amount.

35. SUBCONTRACTORS

Contractor shall not be entitled to subcontract the performance obligations provided herein to any other party without the prior written consent of County. Contractor shall not be allowed to assign any rights, except monies which may become due under this Agreement, without the prior written approval of County.

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Contractor shall be fully responsible for all acts and omissions of its subcontractors to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement shall create any contractual relationship between any subcontractor and County or any obligation on the part of County to pay or to see the payment of any monies due any subcontractor.

36. KEY PERSONNEL

The County shall have the ability to interview and approve key personnel proposed by Contractor for the project. The County shall have the right to dismiss key personnel from the project for cause by informing the Contractor of reason for dismissal. Other than for reasons outside of Contractor's control (e.g., death disability, illness, family or medical leave or cessation of employment with Contractor), Contractor shall not remove or transfer a person filling a Key Personnel role without the prior written approval of County.

37. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) the terms and conditions set forth in this Agreement; 2) the Statement of Work and Cost Proposal.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

Kevin Cann, Chair
Board of Supervisors

CONTRACTOR

Vineet Srivastava, President
Graviton Consulting Services

ATTEST:

Tracy Gentlein, Deputy
for Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

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Exhibit A

Statement of Work and Cost Proposal

Oracle Cloud ERP

for

County of Mariposa

GRAVITON
CONSULTING SERVICES

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Introduction

The County of Mariposa ("the County") and Graviton Consulting Services ("Graviton") agree that Graviton will provide professional services to the County as outlined in the subsequent sections of this document.

The County is a rural county located in the central Sierra Nevada foothills. The County encompasses the grandeur of Yosemite Valley, Wawona, and Tenaya Lake among other highlights in Yosemite National Park. It is also home to places of significance in Native American and California pioneer history. The county has a population of approximately 18,000, and there are no incorporated cities.

County government contains 19 departments and over 500 employees.

The County however is changing, and expectations on County government are increasing. The County's current administrative system, a DOS-based AS400 enterprise resource planning (ERP) software has been used for almost thirty years. As the software reaches end of life, the County has need to both transition to a modern system and to update related business processes and policies. After a competitive RFP process, the County selected Graviton Consulting and Oracle as partners for this engagement. This SOW identifies the project scope, processes, and expectations for both the County and Graviton Consulting in working to meet the County's goals and requirements.

Project Goals

With this project, the County aims to improve business processes, gain efficiencies, simplify and standardize use of systems, and install leading public sector ERP functionality. Across each of the functions in scope for this project, the County has identified goals that will be actively managed throughout the project and by which ultimate success of the project shall be judged.

Accounting / General Ledger and Project/Grant Accounting

The County is using this project as an opportunity to completely redesign the chart of accounts. In addition, the County is looking forward to using the new system to help automate and streamline processes, eliminate use of shadow systems to track project/grant or managerial data, and leverage reporting tools that provide current, accurate, and relevant data to managers.

Project Goals:

- Reduce the use of spreadsheets at department level to track capital projects, budget availability, grants, and other reporting needs
- Use the system for accurate and timely reporting on budget
- Use the system for reporting needs at a department level
- Provide better budget control to reduce the need for budget adjustments and contract amendments

Budget Preparation

The County will use the ERP system to manage the development of both operating and capital budgets. Using data from the system, the County expects the system to provide forecasting, analytic, and scenario planning tools to help County officials decide on allocation of resources. For each the capital and operating budget, the County will be making significant changes to both simplify the County's budget process and align it with recognized best practices. In addition, the County expects to use the

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budget tool to prepare long-term forecasting for the County that projects and analyzes expense and revenue trends, expected capital expenditures, capital needs, and other cost and revenue drivers for the organization.

- Operating Budget – The County will prepare an operating budget that includes a position budget. Departments will submit budget requests in the system for consideration into a countywide budget. Within each fund, budgets will be displayed by both department and program.
- Capital Budget – The County will prepare both a capital budget and multi-year capital improvement plan (CIP).

Project Goals

- Develop a program budget
- Develop 5-year capital improvement plan (CIP)

Procurement / Accounts Payable

The County operates with a decentralized purchasing function. However, the County is using this project as an opportunity to implement revised purchasing policies that will require a more formal approach to purchase requisitions, purchase orders, RFPs/bids, contracts, and p-card usage. The County is looking to implement streamline processes where no formal processes exist today. For accounts payable, the County will implement best practices featuring electronic workflow, modern security and internal controls, and efficient processes.

Project Goals:

- Reduce direct payment of invoices and require approval before purchase is made
- Reduce time to pay vendor or reimburse employees
- Increase the number of vendors paid electronically
- Increase p-card usage and transparency around p-card data
- System is used to monitor and manage spending on contracts

Inventory

Several departments have the need to track and manage inventory as part of their business operations. The County currently does not have an enterprise-wide system for managing inventory and departments have been relying on existing legacy systems, spreadsheets, and other manual tools to meet needs. With the project the County is looking for a system that can be applied to departments with a need. Primary considerations for use of the inventory module include:

- Vehicle maintenance inventory
- Sheriff's office supply inventory
- Public Work's sign inventory
- Information technology inventory

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Project Goals:

- Allow managers and other staff to monitor inventory quantities using the system

Treasury / Cash Management

Having an integrated system that all departments can use to manage treasury and cash receipts functions will allow the County to take an enterprise approach to accounts receivable. With the systems, departments without a specialized billing system will be able to utilize the ERP system for miscellaneous billing, aging, cash receipts, and reporting. For departments with a detailed billing system (such as property tax or utility billing), the ERP system will provide an interface so that all accounts receivable and cash receipts can be aggregated in one system.

Project Goals:

- Implement accounts receivable system that provides accurate reporting
- Eliminate use of intra-County invoices
- Develop interface to automate exchange of information from third party billing systems
- Automated bank and credit card reconciliations

Capital Assets / Asset Management

The County has a need for both basic capital asset reporting to satisfy accounting standards and for a tool to assist staff with managing those assets. Capital asset functions are managed together between the Auditor's office and the departments that control the assets. For capital assets, the County requires that the system perform all necessary accounting transactions. For non-capital assets falling outside the definition of a capital asset, the County will need a system for departments to track. With all assets, the County performs regular maintenance on the assets and is looking for a system to track work orders, identify preventative maintenance needs, budget for replacement costs, and analyze the total life-cycle costs of ownership. Primary considerations for use of the work order functions include:

- Fleet management
- Facilities
- Information Technology
- Roads

Project Goals:

- Track all assets in one system
- County assets are linked to County GIS
- County can report on total cost of maintaining vehicles
- County capitalizes project cost from project accountings system and include both contracted and internal costs

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Position Control

With position control, the County expects to define unique position numbers in the system and associate positions with job classifications that will maintain information across a number of similar positions (such as salary grade/step, bargaining unit, benefit information, etc.). The County also expects a position control system to enforce position budgets and maintain historical information on positions as they are modified and re-classified over time.

Project Goals:

- Define positions and job classifications that allow for efficient administration of personnel budget and position control
- Track position history

Human Resources

Implementation of a human resource system for the County will provide many benefits and allow the County to automate processes, eliminate redundant tracking and storage of forms, utilize system tools for greater efficiencies, and provide additional benefits to employees. With the initial implementation, the County will focuses on establishing a core human resource system that provides electronic employee file, electronic personnel actions, integrated benefit management, and employee evaluations. Additional functionality for more advanced human resource management will be deferred to later phase.

Project Goals:

- Use the system to manage one shared employee file between the human resources department and an employee's department
- Implement electronic personnel action form
- Provide self-service tool to employees
- Centralized tracking of employee certifications and ongoing requirements to maintain certification
- Electronic onboarding

Payroll / Time Entry

In addition to moving to a new payroll system that avoids manual calculations, the County will use this project as an opportunity to transition to bi-weekly pay and to automate much of the payroll process. In implementing a new time entry and payroll process, the County will focus on simplifying the process and will use opportunities prior to go-live to simplify payroll rules.

Project Goals:

- Implement bi-weekly payroll and successfully transition all employees to bi-weekly payroll
- Ensure that employees are paid only for time worked (County currently pays on last day of pay period and workers estimate hours)
- Reduce unnecessary error correction with payroll
- Allow employees to charge labor costs to project and program
- System used to track and communicate leave accruals

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Project Scope

The project scope includes all tasks necessary for delivering the overall project criteria for success, implementation of the scope identified in this section as defined by the appropriate roles and responsibilities of this SOW, and providing all services and Deliverables defined in this SOW.

Graviton will provide the services to implement and configure the Oracle Cloud products for the County. The project will be implemented in a phased manner as outlined in the subsequent section "Implementation Approach". Graviton's consultants will perform the work with a mix of Onsite and Offsite services.

Functional Scope / Modules

Graviton will implement the following as part of this project's scope. Modules will cover all functional areas identified and more thoroughly described in Attachment A to this SOW ("the Functional Requirements").

Phase	Modules
Financials	General Ledger
	Project & Grant Accounting
	Budgeting and Planning
	Procurement
	Accounts Payable
	Inventory Management
	Billing
	Accounts Receivables
	Treasury & Cash Management
	Accounts Receivable
	Maintenance
	Asset Management
Human Resources/ Payroll	Global HR
	Benefits Administration
	Employee Evaluation
	Employee Self Service
	Position Management
	Payroll

Interfaces

The following table provides the list of Interfaces that will be developed as part of this project. For ease of cross-reference, the Requirement # in the table corresponds to the Requirement # published in the RFP.

Req #	Function	Process	Requirement	Module / System
18	GL	Journal Entry	Users can import journal entries from spreadsheet (e.g., Microsoft Excel)	Oracle Fusion ERP Cloud Service

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Req #	Function	Process	Requirement	Module / System
19	GL	Journal Entry	Imported transactions from spreadsheets are validated using the same business rules as transactions made in the system	Oracle Fusion ERP Cloud Service
37	FINREP	Export	System data can be exported for use in other third party systems	Oracle Fusion ERP Cloud Service
145	PO	Purchasing Cards	System provides automatic transfer of information from bank with purchasing card transaction details	Oracle Fusion ERP for Self Service Cloud Service
146	PO	Purchasing Cards	Interface with bank provides amount, vendor, MCC code, vendor name, p-card holder, date	Oracle Fusion ERP for Self Service Cloud Service
147	PO	Purchasing Cards	System automatically identifies vendor based on file from bank	Custom-Built Functionality (see comment)
148	PO	Purchasing Cards	Any new vendor (not in vendor file) where P-card is used is added to vendor file	Custom-Built Functionality (see comment)
212	AP	Payment Process	System supports positive pay	Oracle Fusion ERP Cloud Service
216	AP	Refunds	System allows upload of refund payments from other systems (Property Tax, Utility Billing, Medical Billing, Other)	Oracle Fusion ERP Cloud Service
217	AP	Refunds	System updates third party system when refund check clears	Oracle Fusion ERP Cloud Service
252	AP	Tax Reporting	System can produce electronic file to send 1099 related forms to IRS	Oracle Fusion ERP Cloud Service
278	AR	Point of Sale	Credit card transactions are PCI compliant	(Out of scope at this time)
289	AR	Create Receivable	System allows for import of receivables (aggregate) from bills generated from external system (property tax, utility bill, medical bills)	Oracle Fusion ERP Cloud Service
290	AR	Cash Management	System allows import of daily bank activity and balances and reconciles to recorded receipts and disbursements	Oracle Fusion ERP Cloud Service
308	CA	Asset Acquisition	ERP system stores GIS information on asset or links to County GIS system for all infrastructure / facility assets	Oracle Fusion ERP Cloud Service

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Req #	Function	Process	Requirement	Module / System
352	WO	Interface	System interfaces to County fuel system to update vehicle mileage	Oracle Fusion Supply Chain Execution Cloud Service
458	HR	Certifications	Interface to third party e-learning.	Fusion Learning Cloud Service
468	HR	New Hire	Interface to NeoGov to transfer information for new hire (from information provided during recruiting process)	Fusion Human Capital Management Base Cloud Service
469	HR	New Hire	System/NeoGov initiates new hire personnel action	Fusion Human Capital Management Base Cloud Service
471	HR	New Hire	System initiates new hire checklist as soon as information is imported from NeoGov	Fusion Human Capital Management Base Cloud Service
530	BEN	Benefit Plan Administration	System provides interface to update benefit carriers of change in enrollment, status, dependents, or other required information	Fusion Human Capital Management Base Cloud Service
562	TE	Time Entry	System interfaces with third party time entry system for department (Sherriff uses InTime)	Fusion Time and Labor Cloud Service
563	TE	Time Entry	Interface to permitting system to track time for plan reviews	Fusion Time and Labor Cloud Service
652	PAY	End of Year Process	System produces electronic files for social security and IRS	Payroll Cloud Service for the United States

Conversions

The following table provides the list of functional areas that will be addressed for data conversion. The Graviton team will work with the County during the initial workshops to determine and finalize the specific data conversion needs for each of these:

Functional Area	Current System
General Ledger	Naviline
Project/ Grant Accounting	Excel
Budget	Naviline
Procurement	Managed outside of any system
Accounts Payable	Naviline
Contracts	Excel
Inventory	Various systems
Employee File	File Server
Payroll	Naviline
Time Entry	Excel

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Reports

The following table provides the list of Reports that will be developed as part of this project. For ease of cross-reference, the Requirement # in the table corresponds to the Requirement # published in the RFP.

Req #	Function	Process	Requirement	Module / System
32	FINREP	CAFR	System used to produce all necessary schedules for County CAFR	Oracle Fusion ERP Cloud Service
33	FINREP	CAFR	Produce information for system County Annual Financial Transactions report	Oracle Fusion ERP Cloud Service
36	FINREP	Export	System reporting tools provide export to Excel	Oracle Fusion ERP Cloud Service
249	AP	Tax Reporting	Monitors cumulative payments to 1099 vendors	Oracle Fusion ERP Cloud Service
250	AP	Tax Reporting	On-demand 1099 form generation	Oracle Fusion ERP Cloud Service
280	AR	Payment Receipt	System generates deposit slip	(Out of scope at this time)
647	PAY	End of Year Process	System will produce W-2s (and to reprint single W-2)	Payroll Cloud Service for the United States
648	PAY	End of Year Process	System will store W-2s	Payroll Cloud Service for the United States
649	PAY	End of Year Process	System will produce quarterly Form 941 report (IRS)	Payroll Cloud Service for the United States
650	PAY	End of Year Process	System will produce amended W-2 for multiple years	Payroll Cloud Service for the United States
651	PAY	End of Year Process	System will produce a report showing FICA wages, by individual, W-2 Plan, and in total	Payroll Cloud Service for the United States
653	PAY	End of Year Process	System provies required payroll reports for CALPERS	Payroll Cloud Service for the United States

Workflows

The following table provides the list of Workflows that will be setup as part of this project. For ease of cross-reference, the Requirement # in the table corresponds to the Requirement # published in the RFP.

Req #	Function	Process	Requirement	Module / System
13	GL	Journal Entry	Journal entries entered by department users and routed through workflow for approval	Oracle Fusion ERP Cloud Service

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Req #	Function	Process	Requirement	Module / System
14	GL	Journal Entry	Interdepartmental journal entries are routed to department approver in each department	Oracle Fusion ERP Cloud Service
40	BUD	Budget Monitoring	System provides alerts and notifications for hitting defined budget thresholds (example: 90% of budget)	Oracle Fusion ERP Cloud Service
41	BUD	Budget Adjustments	System allows departments to propose budget transfers within department authority with workflow approval	Oracle Fusion ERP Cloud Service
109	PO	Requisition	System routes purchase requisition for approval/notification by chart of account information (object/account code)	Oracle Fusion Procurement Self Service Cloud Service
110	PO	Requisition	System routes purchase requisition for approval/notification by dollar amount	Oracle Fusion Procurement Self Service Cloud Service
111	PO	Requisition	System routes purchase requisition for approval/notification by if it is a capital item	Oracle Fusion Procurement Self Service Cloud Service
112	PO	Requisition	System allows users to cancel requisition before it is approved	Oracle Fusion Procurement Self Service Cloud Service
113	PO	Requisition	Users can query the status of requisition and determine step in the workflow process	Oracle Fusion Procurement Self Service Cloud Service
118	PO	Purchase Order	PO automatically created after requisition approval based on $ threshold	Oracle Fusion Procurement Cloud Service
131	PO	Change Order	County (department) staff only allowed to modify purchase order through change order request that goes through workflow	Oracle Fusion Procurement Cloud Service
138	PO	Change Order	Requests to change purchase order routed through workflow	Oracle Fusion Procurement Cloud Service
141	PO	Change Order	Approval of change to purchase order encumbers funds or releases encumbrance of funds	Oracle Fusion Procurement Cloud Service
159	PO	Purchasing Cards	System provides workflow approval of p-card transactions	Oracle Fusion ERP for Self Service Cloud Service

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Req #	Function	Process	Requirement	Module / System
160	PO	Purchasing Cards	System provides workflow approval of entire month p-card statement	Custom-Built Functionality (see comment)
181	AP	Invoice Approval	System provides workflow approval path for invoices from purchase orders	Oracle Fusion ERP Cloud Service
182	AP	Invoice Approval	System provides workflow approval path for Invoices without purchase orders	Oracle Fusion ERP Cloud Service
183	AP	Invoice Approval	Invoices routed through workflow for approval based on amount	Oracle Fusion ERP Cloud Service
184	AP	Invoice Approval	Invoice routed through workflow based on point of entry (entered by department vs. AP)	Oracle Fusion ERP Cloud Service
185	AP	Invoice Approval	Invoices routed through workflow for approval based on PO vs no PO	Oracle Fusion ERP Cloud Service
186	AP	Invoice Approval	Invoices routed through workflow for approval based on chart of account information	Oracle Fusion ERP Cloud Service
243	AP	Employee Reimbursement	System routes travel reimbursement request to supervisor through workflow	Oracle Fusion ERP for Self Service Cloud Service
459	HR	Personnel Actions	Departments enter personnel actions directly into the system for workflow approval	Fusion Human Capital Management Base Cloud Service
460	HR	Personnel Actions	Each personnel action type can have different workflow approval type	Fusion Human Capital Management Base Cloud Service
465	HR	Personnel Actions	Upon approval of the personnel action and effective date reached, changes are automatically made to the employee record.	Fusion Human Capital Management Base Cloud Service
544	BEN	Self Service	Any benefit changes made through self-service are routed through workflow for approval	Fusion Human Capital Management Base Cloud Service
547	BEN	Self Service	Notification / confirmation email sent to employee for benefit changes	Fusion Human Capital Management Base Cloud Service
567	TE	Time Sheet Approval	System provides workflow for review and approval of timesheets with ability to activate notifications.	Fusion Time and Labor Cloud Service

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Req #	Function	Process	Requirement	Module / System
568	TE	Time Sheet Approval	Allow for supervisory approval of time on a pay period basis	Fusion Time and Labor Cloud Service
569	TE	Time Sheet Approval	System supports multiple approvals for timesheets or individual timesheet	Fusion Time and Labor Cloud Service
570	TE	Time Sheet Approval	System allows for the workflow approval of vacation or requests of time off	Fusion Time and Labor Cloud Service
571	TE	Time Sheet Approval	For employees in multiple positions, timesheet is route to supervisor of each position	Fusion Time and Labor Cloud Service
633	PAY	Self Service	All changes made by employees via the self-service module are routed to the appropriate approver/supervisor for review and approval via workflow before the change is posted.	Fusion Human Capital Management Base Cloud Service

Other (Development)

There are no additional development needs in scope.

Implementation Deliverables

Deliverables will be provided to comply with the Deliverable Expectation Documents included in Attachment B to this SOW (DED). A complete list of Deliverables is found under the section titled "Implementation Approach".

Technical Requirements

There are no additional technical requirements in scope for this project (in addition to the requirements detailed in the preceding sub-sections). Oracle Cloud ERP is an application hosted in the Cloud by Oracle. The County does not need to perform any pre-requisite tasks for provisioning the environments for the project.

The County will work with DLT/ Oracle to procure the necessary software licenses required for this project as per the software procurement contract shared during the RFP process.

Implementation Plan

Schedule

The following are the planned timelines for the County's ERP Implementation project. Finance will be implemented as part of the "FIN" Workstream. The EPM Implementation, though part of the Finance Workstream, will be tracked in a separate project plan.

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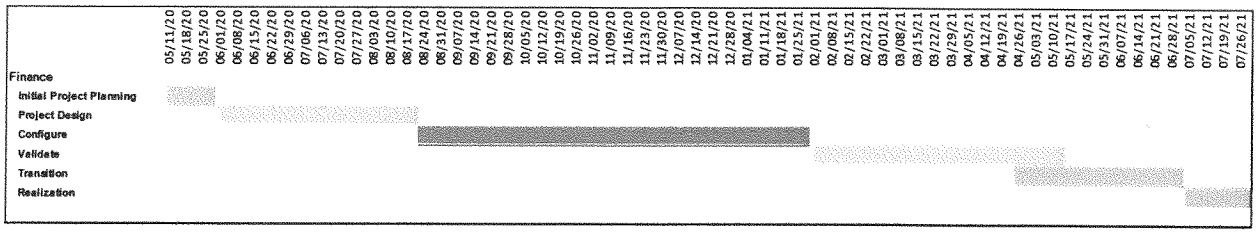
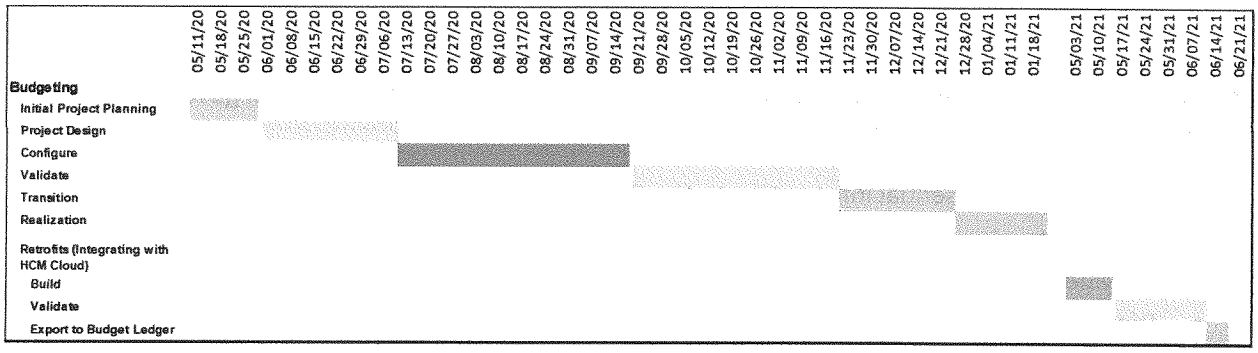
Human Resource Management/ Payroll will be implemented as part of the "HCM" Workstream. The Go-Live of the HCM Workstream may be delayed by up to 2 weeks as per the County's direction and discretion.

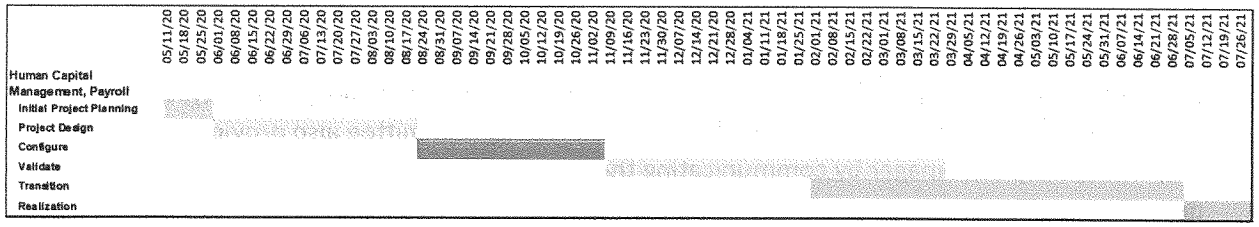
Timeline: High-Level Project Overview: Finance Implementation



Timeline: High-Level Project Overview: EPM Implementation



Timeline: High-Level Project Overview: HCM Workstream



Staffing

Graviton will provide the services of the following consultants for the County's ERP Implementation project. All consultants listed below shall be considered "Key Personnel."

Consultant Name	Project Role
Vineet Srivastava	Engagement Manager
Ray Hirte	Success Manager
Prashant Jejurikar	Project Manager
Sirosh Sridharan	ERP Solution Architect

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Richard Wellborn	Budgeting Lead
Anthony Cambria	ERP Functional Consultant
Mary Kay Brown	ERP Functional Consultant
Jennifer Bocanegra	HR Solution Architect and Payroll Consultant
Sarah Dykstra	HCM Functional Consultant
Gautam Chaudhary	Procurement Lead
Farah Zekria	Procurement Functional Consultant
Brad Eblin	Technical Consultant

The County has identified several teams made up of representatives from various County departments and containing subject-matter-experts that will provide information, make decisions, and participate in implementation activities. County functional teams are listed below:

Governance Structure

To manage the project, the County and Graviton will jointly participate in the project governance structure. Primarily responsibility of the governance structure will be to:

- Communicate essential information to the County
- Provide structure for efficient and timely decision making based on understood project roles
- Provide support and leadership for the project throughout the County and Graviton
- Provides a thorough review and quality assurance mechanism.

Governance Responsibilities

- Steering Committee

The County Steering Committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. The Steering Committee will meet regularly as required to be updated on all project progress, project decisions, and achievement of project milestones. The County Steering Committee also provides support to the County Project Manager by communicating the importance of the Project to all impacted departments. The County Steering Committee is responsible for ensuring the Project has appropriate resources, providing strategic direction to the project team, and making timely decisions on critical project issues or policy decisions. The County Steering Committee also serves as primary level of issue resolution for the Project. When necessary Graviton will participate in County steering co

Steering Committee Member	Steering Committee Role
Vineet Srivastava	Vendor Engagement Manager
Prashant Jejurikar	Vendor Project Manager
Ray Hirte	Vendor Success Manager
Sirosh Sridharan	Vendor Solutions Architect

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- Project Manager -

The Project Management Team is made up of representatives from both the County and Graviton and coordinates project team members, subject matter experts, and the overall implementation schedule and all day-to-day activities of the project.

- Project Team

Project team members will represent various functional or technical subject matter experts from the County and Graviton and will participate and lead all activities related to the project. Team members from Graviton and the County will work together as defined in the "Implementation Approach" section of this SOW.

Implementation Approach

Graviton will execute this project using the Oracle Unified Methodology for Cloud Implementations. The project lifecycle will be divided into phases as documented in the subsequent "Roles & Responsibilities" section. The Finance/ Budgeting and HR/ Payroll workstreams will follow this phased pattern. The timelines will be staggered as indicated in the previous "Schedule" section.

Roles & Responsibilities (County/ Vendor)

Graviton understands that this project is a significant undertaking for the County. The Graviton team will work closely with the County staff and provide guidance and handholding throughout the project as needed. Graviton assures the County that this project will be very collaborative in nature. Whenever the County needs to make any decisions, the Graviton team will help the County understand the various alternatives available and will support the County in making the decision.

The following are the high-level details of the roles and responsibilities, deliverables, and related milestones throughout the life of the project. These will be applicable to both the FIN and HCM phases. The deliverables tables below list the corresponding milestones from the FIN and HCM phases. Graviton's Project Manager will work with the County's Project Manager to define the location and organization of the project's document repository. All submitted and approved deliverables will be stored in this repository.

1. **Phase Name:** 1-System Design

   Phase Description: This phase will include project kick-off and a review of the business's strategic direction. It will also be used to confirm, document, and prioritize the high-level business use cases for the project. The initial project plan will be developed during this phase. Graviton will work closely with the County to review project goals and business processes. Graviton will provide Process Familiarization Training to the County team.

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Key Outcome: This phase has the following key outcomes:

- Project Kick-off
- Document and prioritize the business use cases in scope
- Conduct Process Familiarization Training
- Conduct Discovery meetings
- Conduct CRP1 to identify business process gaps

Key Tasks: The following table lists the key tasks to be performed during this phase. The detailed list of tasks will be maintained in the project schedule.

Tasks	Responsibility
Understand County goals, best practices, and necessary changes required for implementation	Joint
Conduct workshops to understand and document business use cases	Graviton
Develop system design	Graviton
Establish the project steering committee	County
Identify the key stakeholders that will participate in the workshops	County
Secure time of the stakeholders for the workshops	County

Deliverables and Milestones: The following table lists the deliverables applicable to this phase, and the corresponding milestone.

Deliverable #	Deliverable Name	Milestone
1	Weekly Status Report	N/A
2	Project Management Plan	1 - System Design Phase Completion (FIN)
3	Project Schedule	1 - System Design Phase Completion (FIN)
4	Workshop Schedule	1 - System Design Phase Completion (FIN)
5	Use Cases Matrix	1 - System Design Phase Completion (FIN)
6	Project Management Plan	6 - System Design Phase Completion (HCM)
7	Project Schedule	6 - System Design Phase Completion (HCM)
8	Workshop Schedule	6 - System Design Phase Completion (HCM)
9	Use Cases Matrix	6 - System Design Phase Completion (HCM)

2. Phase Name: 2 – Build Phase

Phase Description: In this phase, the Graviton team will implement the configuration settings as per the System Design document. They will conduct workshops with the County team to validate the system functionality against the documented business use cases. They will build and test the integrations and extensions. They will prepare and load the sample data provided by the County; the County team will review and validate the loaded data.

Key Outcome: This phase has the following key outcomes:

- Develop the Functional & Technical Design Documents as needed
- Initial application configuration

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- Implementation of integrations
- Conversion of data
- Conduct CRP2 and CRP3

Key Tasks: The following table lists the key tasks to be performed during this phase. The detailed list of tasks will be maintained in the project schedule.

Tasks	Responsibility
Perform system configuration	Graviton
Develop data conversion scripts	Graviton
Convert data	Joint
Provide extracts of the legacy data	County
Validate the converted data	County
Build Integrations and Reports	Graviton
Conduct Conference Room Pilots (CRPs)	Graviton

Deliverables and Milestones: The following table lists the deliverables applicable to this phase, and the corresponding milestone.

Deliverable #	Deliverable Name	Milestone
10	Functional Design	2 - Build Phase Completion (FIN)
11	Technical Design	2 - Build Phase Completion (FIN)
12	User Roles Matrix	2 - Build Phase Completion (FIN)
13	Data Conversion Strategy	2 - Build Phase Completion (FIN)
14	Data Conversion Document	2 - Build Phase Completion (FIN)
15	Functional Design	7 - Build Phase Completion (HCM)
16	Technical Design	7 - Build Phase Completion (HCM)
17	User Roles Matrix	7 - Build Phase Completion (HCM)
18	Data Conversion Strategy	7 - Build Phase Completion (HCM)
19	Data Conversion Document	7 - Build Phase Completion (HCM)

3. Phase Name: 3 – Testing Phase

Phase Description: This phase focuses on preparing for and conducting an End-to-End Review of the new system. This includes standard functionality, data loads and integrations. Graviton will develop a test plan which will outline the testing approach, roles and responsibilities, and deadlines for testing. Graviton will conduct the System Testing, and the County will conduct the End-to-end review (User Acceptance Testing).

Key Outcome: This phase has the following key outcomes:

- Successful system testing
- Successful end-to-end review (User Acceptance Testing)
- Successful payroll parallel testing

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Key Tasks: The following table lists the key tasks to be performed during this phase. The detailed list of tasks will be maintained in the project schedule.

Tasks	Responsibility
Document the test plan	Graviton
Document the system test scenarios	Graviton
Execute system test scenarios	Graviton, supported by the County
Finalize the end-to-end review and payroll parallel testing scenarios	County
Execute end-to-end review	County
Execute payroll parallel testing	County
Resolve system testing, end-to-end review, and payroll parallel testing issues	Graviton

Deliverables and Milestones: The following table lists the deliverables applicable to this phase, and the corresponding milestone.

Deliverable #	Deliverable Name	Milestone
20	Testing Strategy	3 - Testing Phase Completion (FIN)
21	Test Scenarios	3 - Testing Phase Completion (FIN)
22	Testing Strategy	8 - Testing Phase Completion (HCM)
23	Test Scenarios	8 - Testing Phase Completion (HCM)

4. Phase Name: 4 – Go-Live

Phase Description: This phase starts with the end-user training and preparation for cutover. As part of the cutover activities, the validated configuration is migrated to the Production Environment, the County's data is loaded, and a final review is conducted with users and stakeholders to help ensure that the new environment is ready for use.

Key Outcome: The following are the key outcomes of this phase:

- Job aids complete
- Train-the-trainer sessions complete
- End-user training complete
- Production system live

Key Tasks: The following table lists the key tasks to be performed during this phase. The detailed list of tasks will be maintained in the project schedule.

Tasks	Responsibility
Develop the Job aids	Joint
Provide training to County's trainers	Graviton
Provide training to the County's user community	County
Execute Cutover to Production	Joint

Deliverables and Milestones: The following table lists the deliverables applicable to this phase, and the corresponding milestone.

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Deliverable #	Deliverable Name	Milestone
24	Job Aids	4 - Go-Live Phase Completion (FIN)
25	Cutover Checklist	4 - Go-Live Phase Completion (FIN)
26	Job Aids	9 - Go-Live Phase Completion (HCM)
27	Cutover Checklist	9 - Go-Live Phase Completion (HCM)

5. Phase Name: 5 – Support Phase

Phase Description: This phase begins active use of the system and, during the phase, the transition to steady-state operations is managed. This phase also includes any post-production support called for in the contract, the obtaining of the final acceptance of the system, and the closing out of the project and related processes. This phase will culminate in project closure.

Key Outcome: The following are the key outcomes of this phase:

- Transition of the production system to steady state
- Post go-live support
- Final system acceptance

Key Tasks: The following table lists the key tasks to be performed during this phase. The detailed list of tasks will be maintained in the project schedule.

Tasks	Responsibility
Support any issues in Production related to the system configuration	Graviton
Report any issues found with the Oracle Cloud product to Oracle	Graviton
Transition the system's ownership and maintenance to the County IT staff	Graviton, with County support

Deliverables and Milestones: The following table lists the deliverables applicable to this phase, and the corresponding milestone.

Deliverable #	Deliverable Name	Milestone
28	Project Acceptance Report	5 - Support Phase Completion (FIN)
29	Project Acceptance Report	10 - Support Phase Completion (HCM)

Testing

Testing Approach

The following are the high-level details of the tasks that will be performed during the various testing stages.

Unit Testing:

Tasks	Responsibility
Perform unit testing for their configurations and development items	Graviton

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System Integration Testing:

Tasks	Responsibility
Develop and document system integration test scenarios	Graviton
Perform end-to-end system integration test and document results	Graviton
Resolve system integration test issues	Graviton

User Acceptance Testing (End-to-end review):

Tasks	Responsibility
Develop and document user acceptance testing scenarios	County
Perform user acceptance testing and document results	County
Resolve user acceptance testing issues	Graviton

Payroll Parallel Testing:

Tasks	Responsibility
Perform payroll parallel testing cycles (at least 2) and document results	Joint
Resolve payroll parallel testing issues	Joint

Required Tests

The following test stages are required for this project. Additional details for can be found in the preceding sub-section "Testing Approach".

1. Unit Testing
2. System Integration Testing
3. User Acceptance Testing
4. Payroll Parallel Testing

Testing Documentation

The Graviton team will document the following deliverables as part of the Testing phase:

1. System Test Scenarios
2. System Test Results
3. UAT Test Scenarios (provided by the County)
4. UAT Test Results (provided by the County)
5. Payroll Parallel Testing Results (provided by the County)

Graviton's Project Manager will store these deliverables in the project's document repository. Graviton's Project Manager will make sure that the entire project team has access to these documents.

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Training

Training Tools

The Graviton team will provide training onsite, in a classroom setting. The Training will be provided using a combination of whiteboard sessions, hands-on exercises, and on-screen demonstrations for the participants. The following training inputs will be provided to the County:

1. Graviton will conduct "Process Familiarization Training" sessions at the start of the FIN and HCM phases. These will be driven by PowerPoint and will be conducted onsite in a classroom setting.
2. The next set of training inputs will be achieved via hands-on exercises conducted during the Conference Room Pilots.
3. The third component of the training will be the formal "Train the trainer" sessions, which will be a combination of job-aids and hands-on exercises, depending upon the needs of the audience. The Graviton team will provide this training to the Trainers selected by the County. These trainers will subsequently train the rest of the user community.

In addition to this, the Graviton team will informally share their knowledge and experience with the County staff during the entire project execution. Graviton will also create Job-aid documents where appropriate. These will serve as a reference documentation in addition to the rest of the training inputs.

Training Documentation

Training documents will be prepared using Microsoft Office formats (Word, Excel, PowerPoint). All the documentation created for Training delivery will be stored in the project's document repository. Graviton's Project Manager will ensure that the entire project team has access to the Training Documentation.

Training Delivery

The Graviton team will provide "Train the trainer" sessions to the trainees identified by the County. The training sessions will be performed onsite, in a classroom setting, using a combination of whiteboard sessions, hands-on exercises, and on-screen demonstrations.

These trainees will provide further training to the rest of the user community.

Project Management

Graviton's project manager will work closely with the County's project manager throughout the project, to help ensure that the project keeps moving forward towards successful completion. The project management team will be responsible for the following:

Schedule Management

Graviton's Project Manager will develop the initial draft of the Project Schedule. He will review it with the County's Project Manager. The approved version will be baselined and stored in the document repository. Graviton's Project Manager will be responsible for keeping the project schedule updated throughout the project.

Tasks	Responsibility
Develop the draft project schedule	Graviton
Review & approve the project schedule	County
Maintain the project schedule	Graviton

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Document & Deliverable Repositories

Graviton's Project Manager will setup a dedicated SharePoint site for the project on Graviton's SharePoint farm. This site will serve as the project's document repository. The repository's structure will be organized to allow clear demarcation between "in progress" documents and "approved deliverables". The entire project team will be granted access to the SharePoint site.

Tasks	Responsibility
Setup, maintain, and administer the SharePoint repository	Graviton

Quality Assurance

Graviton's project manager will be responsible for the quality of tasks and deliverable by the Graviton team. The County project manager will be responsible for the quality of tasks and deliverables by the County team.

The Graviton team will rely upon the Testing Approach (described previously) to ensure Quality Assurance for the project. The Graviton Project Manager will setup a project in Jira for this project. Within this, he will setup dedicated Kanban boards to record and manage the issues discovered during System, User Acceptance, and Payroll Parallel Testing. The entire project team will be granted access to these Kanban boards.

Tasks	Responsibility
Setup, maintain, and administer the Jira project	Graviton

Tracking Acceptance

Graviton's project manager will work with the County project manager to seek acceptance for the submitted deliverables, such as Functional design, Technical design, and System Testing results.

In the cases where the County seeks any clarifications, he will facilitate discussion meetings if needed. He will record the approvals for all deliverables in the SharePoint document repository.

Tasks	Responsibility
Submit deliverables for approval	Graviton
Provide review feedback and approval	County
Maintain evidence of approval	Graviton

Communications

Graviton's project manager will the communications plan within the Project Management Plan deliverable. This will cover the activities to proactively and effectively communicate project information to the project team and stakeholders. He will review it with the County's project manager and update to include any feedback received. He will finalize the reporting templates in collaboration with the County's project manager.

The final approved plan will be stored in the SharePoint document repository, and copies will be distributed to the entire project team.

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Tasks	Responsibility
Develop the communications plan	Graviton
Review and approve the communications plan	County
Finalize the reporting templates	Joint

Status Reports

Graviton's Project Manager will provide weekly status reports to the County project leadership. He will work with the County's Project Manager the determine the status report format during the initial stages of the project.

The Status Reports will be stored in the project's document repository and will be made accessible to the entire project team.

Tasks	Responsibility
Provide weekly and ad-hoc status reports	Graviton

Meetings

Meetings will be scheduled reasonably in advance. They will be facilitated by the Graviton Project Manager or the County Project Manager depending upon context. Graviton's Project Manager will provide an agenda and will distribute the meeting minutes for each project meeting. He will establish conference bridges for any meetings that will have remote participants.

The County Project Manager will secure the time and ensure attendance for the County's participants. The Graviton Project Manager will secure the time and ensure attendance for Graviton's participants. Any meetings with third parties will be arranged and facilitated by the County.

Risk & Issue Management

Graviton's Project Manager will perform Risk & Issue Management for the project jointly with the County Project Manager.

Graviton's project manager will maintain the "RAID" log on the project's SharePoint site. The RAID log will be used to record and manage the project's Risks, Action items, Issues, and Decisions. This RAID log will be accessible to the entire project team.

Tasks	Responsibility
Setup and maintain the RAID log in the SharePoint repository	Graviton
Perform ongoing risk & issues management	Joint

Facility Requirements

1. The County will identify the stakeholders and Subject Matter Experts representing all impacted departments.
2. The County will provide the Graviton team with the following:
    a. Adequate workspaces with internet connections.
    b. Access to the County's network.
    c. Access to any existing relevant documentation.

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Attachment A – Functional Requirements

See separate Excel Worksheet

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Attachment B – Deliverable Expectation Document (DED)

All Deliverables in scope for this project are defined in more detail below. The descriptions listed for each shall serve as acceptance criteria.

Deliverable Number: 1	
Deliverable Name: Weekly Status Report	**PHASE / STAGE:** All Phases
Link to Payment #: N/A	**Completion By:** Ongoing throughout the project
Purpose: This deliverable will be used to distribute the project status report on a weekly basis.	
Description/Objective: The objective of the weekly status report is to keep the project's stakeholders updated with the project's progress, including high level status, risks, issues, and decisions.	
Format: The weekly status report will be delivered as a Word document.	
Scope & Outline: Please refer to the attached document template "Weekly Status Report".	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

Deliverable Number: 2	
Deliverable Name: Project Management Plan (FIN)	**PHASE / STAGE:** 1 – System Design
Link to Payment #: 1 - System Design Phase Completion (FIN)	**Completion By:** As determined by the project schedule.

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Deliverable Number: 2
Purpose: This deliverable will serve as the go-to document for the execution of the FIN phase of the project.
Description/Objective: The objective of the project management plan is to serve as the single source of guidance for the project's execution. It describes the approach to be taken for project areas such as schedule management, scope management, risk management, and resource management.
Format: The project management plan will be delivered as a Word document.
Scope & Outline: Please refer to the attached document template "Project Management Plan".
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors

Deliverable Number: 3	
Deliverable Name: Project Schedule (FIN)	**PHASE / STAGE:** 1 – System Design
Link to Payment #: 1 - System Design Phase Completion (FIN)	**Completion By:** To be determined upon Project Kick-off
Purpose: The purpose of this deliverable is to provide the detailed list of tasks to be executed for the completion of the FIN phase of the project.	
Description/Objective: The project schedule will be organized as per the phased approach to be followed for this project. For each task, it will include the duration, start & end dates, resource assignments, and dependencies.	

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Deliverable Number: 3
Format: The project schedule will be delivered in MS Project format.
Scope & Outline: Please refer to the attached document template "Project Schedule"
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors

Deliverable Number: 4	
Deliverable Name: Workshop Schedule (FIN)	**PHASE / STAGE:** 1 – System Design
Link to Payment #: 1 - System Design Phase Completion (FIN)	**Completion By:** As determined by the project schedule
Purpose: The Workshop schedule will be used to schedule the workshops to be conducted during the System Design phase of the project.	
Description/Objective: The Workshop schedule will be used to schedule the workshops to be conducted during the System Design phase of the project.	
Format: The Workshop schedule will be delivered as an Excel spreadsheet.	
Scope & Outline: Please refer to the attached document template "Workshop Schedule".	

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Deliverable Number: 4
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors

Deliverable Number: 5	
Deliverable Name: Use Cases Matrix (FIN)	**PHASE / STAGE:** 1 – System Design
Link to Payment #: 1 - System Design Phase Completion (FIN)	**Completion By:** As determined by the project schedule
Purpose: The Use Cases matrix document will document the business cases to be addressed as part of the project. It will serve as the base off which the application configuration and development tasks will be performed.	
Description/Objective: The Use Cases Matrix will contain the business use cases that will be addressed. This document will be used throughout the project, including the final end-to-end review (UAT).	
Format: The Use Cases Matrix will be delivered as an Excel spreadsheet.	
Scope & Outline: Please refer to the attached "Use Cases Matrix" document.	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues.	

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Deliverable Number: 5	
Deliverable Name: Use Cases Matrix (FIN)	**PHASE / STAGE:** 1 – System Design
4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

Deliverable Number: 6	
Deliverable Name: Project Management Plan (HCM)	**PHASE / STAGE:** 1 – System Design
Link to Payment #: 6 - System Design Phase Completion (HCM)	**Completion By:** As determined by the project schedule.
Purpose: This deliverable will serve as the go-to document for the execution of the HCM phase of the project.	
Description/Objective: The objective of the project management plan is to serve as the single source of guidance for the project's execution. It describes the approach to be taken for project areas such as schedule management, scope management, risk management, and resource management.	
Format: The project management plan will be delivered as a Word document.	
Scope & Outline: Please refer to the attached document template "Project Management Plan".	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

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Deliverable Number: 7	
Deliverable Name: Project Schedule (HCM)	**PHASE / STAGE:** 1 – System Design
Link to Payment #: 6 - System Design Phase Completion (HCM)	**Completion By:** To be determined upon Project Kick-off

Purpose:

The purpose of this deliverable is to provide the detailed list of tasks to be executed for the completion of the HCM phase of the project.

Description/Objective:

The project schedule will be organized as per the phased approach to be followed for this project. For each task, it will include the duration, start & end dates, resource assignments, and dependencies.

Format:

The project schedule will be delivered in MS Project format.

Scope & Outline:

Please refer to the attached document template "Project Schedule"

Acceptance Criteria:

1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED.
2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues
3. The respective Graviton and County Leads have resolved all material content and/or quality issues.
4. The deliverable meets the agreed upon Project Management and Documentation Standards
5. The deliverable does not contain material or substantive formatting and spelling errors

Deliverable Number: 8	
Deliverable Name: Workshop Schedule (HCM)	**PHASE / STAGE:** 1 – System Design
Link to Payment #: 6 - System Design Phase Completion (HCM)	**Completion By:** As determined by the project schedule

Purpose:

The Workshop schedule will be used to schedule the workshops to be conducted during the System Design phase of the project.

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Deliverable Number: 8
Description/Objective: The Workshop schedule will be used to schedule the workshops to be conducted during the System Design phase of the project.
Format: The Workshop schedule will be delivered as an Excel spreadsheet.
Scope & Outline: Please refer to the attached document template "Workshop Schedule".
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors

Deliverable Number: 9	
Deliverable Name: Use Cases Matrix (HCM)	**PHASE / STAGE:** 1 – System Design
Link to Payment #: 6 - System Design Phase Completion (HCM)	**Completion By:** As determined by the project schedule
Purpose: The Use Cases matrix document will document the business cases to be addressed as part of the project. It will serve as the base off which the application configuration and development tasks will be performed.	
Description/Objective: The Use Cases Matrix will contain the business use cases that will be addressed. This document will be used throughout the project, including the final end-to-end review (UAT).	
Format: The Use Cases Matrix will be delivered as an Excel spreadsheet.	

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Deliverable Number: 9	
Deliverable Name: Use Cases Matrix (HCM)	**PHASE / STAGE:** 1 – System Design
Scope & Outline: Please refer to the attached "Use Cases Matrix" document.	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

Deliverable Number: 10	
Deliverable Name: Functional Design (FIN)	**PHASE / STAGE:** 2 – Build Phase
Link to Payment #: 2 - Build Phase Completion (FIN)	**Completion By:** As determined by the project schedule.
Purpose: The functional design document will be used to document the functional specifications if applicable for any integrations.	
Description/Objective: The functional design document will be used to document the functional specifications if applicable for any integrations. One document will be created for each integration in scope.	
Format: The functional design document will be delivered as a Word document.	
Scope & Outline: Please refer to the attached document template "Functional Design".	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED.	

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Deliverable Number: 10	
Deliverable Name: Functional Design (FIN)	**PHASE / STAGE:** 2 – Build Phase
2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

Deliverable Number: 11	
Deliverable Name: Technical Design (FIN)	**PHASE / STAGE:** 2 – Build Phase
Link to Payment #: 2 - Build Phase Completion (FIN)	**Completion By:** As determined by the project schedule.
Purpose: The technical design document will be used to document the technical design where applicable for integrations.	
Description/Objective: The Technical design will be developed as companion to the functional design document, for all integrations in scope. One document will be created for each integration in scope.	
Format: The technical design will be delivered in Word format.	
Scope & Outline: Please refer to the attached "Technical Design" document template.	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

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Deliverable Number: 12	
Deliverable Name: User Roles Matrix (FIN)	**PHASE / STAGE:** 2 – Build Phase
Link to Payment #: 2 - Build Phase Completion (FIN)	**Completion By:** As determined by the project schedule.
Purpose: The Security design document records the details of the roles and permissions that will be configured in the ERP application.	
Description/Objective: The Security Design document is used as the basis for setting up the roles, permissions, and security access setup in the ERP application.	
Format: The Security Design document will be delivered in Excel spreadsheet format.	
Scope & Outline: Please refer to the attached document template "User Roles Matrix".	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

Deliverable Number: 13	
Deliverable Name: Data Conversion Strategy (FIN)	**PHASE / STAGE:** 2 – Build Phase
Link to Payment #: 2 - Build Phase Completion (FIN)	**Completion By:** As determined by the project schedule
Purpose: The data conversion strategy document will outline the overall approach to be used for the project's data conversion needs.	

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Deliverable Number: 13	
Deliverable Name: Data Conversion Strategy (FIN)	**PHASE / STAGE:** 2 – Build Phase
Description/Objective: The data conversion strategy will outline the conversion overall approach. It will include details about the methods/ approaches to be used for data acquisition, cleanup, conversion, and validation.	
Format: The data conversion strategy document will be provided in Excel format.	
Scope & Outline: Please refer to the attached "Data Conversion Strategy" document template.	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

Deliverable Number: 14	
Deliverable Name: Data Conversion Document (FIN)	**PHASE / STAGE:** 2 – Build Phase
Link to Payment #: 2 - Build Phase Completion (FIN)	**Completion By:** As determined by the project schedule
Purpose: The data conversion document will outline the low level technical details for each specific conversion item in scope.	
Description/Objective: The data conversion document will document the appropriate technical information related to the conversion items. A separate data conversion document will be created for each conversion item in scope.	

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Deliverable Number: 14	
Deliverable Name: Data Conversion Document (FIN)	**PHASE / STAGE:** 2 – Build Phase
Format: The data conversion document will be provided in Word format.	
Scope & Outline: Please refer to the attached "Data Conversion Document" template.	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

Deliverable Number: 15	
Deliverable Name: Functional Design (HCM)	**PHASE / STAGE:** 2 – Build Phase
Link to Payment #: 7 - Build Phase Completion (HCM)	**Completion By:** As determined by the project schedule.
Purpose: The functional design document will be used to document the functional specifications if applicable for any integrations.	
Description/Objective: The functional design document will be used to document the functional specifications if applicable for any integrations. One document will be created for each integration in scope.	
Format: The functional design document will be delivered as a Word document.	
Scope & Outline: Please refer to the attached document template "Functional Design".	

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Deliverable Number: 15	
Deliverable Name: Functional Design (HCM)	**PHASE / STAGE:** 2 – Build Phase
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

Deliverable Number: 16	
Deliverable Name: Technical Design (HCM)	**PHASE / STAGE:** 2 – Build Phase
Link to Payment #: 7 - Build Phase Completion (HCM)	**Completion By:** As determined by the project schedule.
Purpose: The technical design document will be used to document the technical design where applicable for integrations.	
Description/Objective: The Technical design will be developed as companion to the functional design document, for all integrations in scope. One document will be created for each integration in scope.	
Format: The technical design will be delivered in Word format.	
Scope & Outline: Please refer to the attached "Technical Design" document template.	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues.	

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Deliverable Number: 16	
Deliverable Name: Technical Design (HCM)	**PHASE / STAGE:** 2 – Build Phase
4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

Deliverable Number: 17	
Deliverable Name: User Roles Matrix (HCM)	**PHASE / STAGE:** 2 – Build Phase
Link to Payment #: 7 - Build Phase Completion (HCM)	**Completion By:** As determined by the project schedule.
Purpose: The Security design document records the details of the roles and permissions that will be configured in the ERP application.	
Description/Objective: The Security Design document is used as the basis for setting up the roles, permissions, and security access setup in the ERP application.	
Format: The Security Design document will be delivered in Excel spreadsheet format.	
Scope & Outline: Please refer to the attached document template "User Roles Matrix".	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

Attachment: Agreement_2020-234 graviton (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget Action

Deliverable Number: 18	
Deliverable Name: Data Conversion Strategy (HCM)	**PHASE / STAGE:** 2 – Build Phase
Link to Payment #: 7 - Build Phase Completion (HCM)	**Completion By:** As determined by the project schedule

Purpose:

The data conversion strategy document will outline the overall approach to be used for the project's data conversion needs.

Description/Objective:

The data conversion strategy will outline the conversion overall approach. It will include details about the methods/ approaches to be used for data acquisition, cleanup, conversion, and validation.

Format:

The data conversion strategy document will be provided in Excel format.

Scope & Outline:

Please refer to the attached "Data Conversion Strategy" document template.

Acceptance Criteria:

1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED.
2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues
3. The respective Graviton and County Leads have resolved all material content and/or quality issues.
4. The deliverable meets the agreed upon Project Management and Documentation Standards
5. The deliverable does not contain material or substantive formatting and spelling errors

Deliverable Number: 19	
Deliverable Name: Data Conversion Document (HCM)	**PHASE / STAGE:** 2 – Build Phase
Link to Payment #: 7 - Build Phase Completion (HCM)	**Completion By:** As determined by the project schedule

Attachment: Agreement_2020-234 graviton (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget Action

Deliverable Number: 19	
Deliverable Name: Data Conversion Document (HCM)	**PHASE / STAGE:** 2 – Build Phase
Purpose: The data conversion document will outline the low level technical details for each specific conversion item in scope.	
Description/Objective: The data conversion document will document the appropriate technical information related to the conversion items. A separate data conversion document will be created for each conversion item in scope.	
Format: The data conversion document will be provided in Word format.	
Scope & Outline: Please refer to the attached "Data Conversion Document" template.	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

Deliverable Number: 20	
Deliverable Name: Testing Strategy and Test Plan (FIN)	**PHASE / STAGE:** 2 – Testing Phase
Link to Payment #: 3 - Testing Phase Completion (FIN)	**Completion By:** As determined by the project schedule
Purpose: The testing strategy deliverable describes the approaches that will be used for the testing activities for the project.	

Attachment: Agreement_2020-234 graviton (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget Action

Deliverable Number: 20	
Deliverable Name: Testing Strategy and Test Plan (FIN)	**PHASE / STAGE:** 2 – Testing Phase

Description/Objective:

The testing strategy document describes the types of testing that will be executed during the project. It also provides an overall guiding approach for the project's testing activities.

Format:

The testing strategy will be delivered as a word document.

Scope & Outline:

Please refer to the attached "Testing Strategy and Test Plan" document template.

Acceptance Criteria:

1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED.
2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues
3. The respective Graviton and County Leads have resolved all material content and/or quality issues.
4. The deliverable meets the agreed upon Project Management and Documentation Standards
5. The deliverable does not contain material or substantive formatting and spelling errors

Deliverable Number: 21	
Deliverable Name: Test Scenarios (FIN)	**PHASE / STAGE:** 2 – Testing Phase
Link to Payment #: 3 - Testing Phase Completion (FIN)	**Completion By:** As determined by the project schedule

Purpose:

The test scenarios deliverable lists the test scenarios that will be executed during the testing phases for the project. These will be used for System Testing and User Acceptance Testing (end-to-end review).

Description/Objective:

The test scenarios document will be built using the Use Case Matrix as the base. It will contain all the business use case scenarios, the steps to execute, and the expected results. It will have placeholders to record the details of the tester, test date, results, and any comments.

Attachment: Agreement_2020-234 graviton (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget Action

Deliverable Number: 21	
Deliverable Name: Test Scenarios (FIN)	**PHASE / STAGE:** 2 – Testing Phase
Format: The testing strategy will be delivered as an excel document.	
Scope & Outline: Please refer to the attached "Use Cases Matrix" document template.	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors 6. This deliverable should cover all Business Processes in scope for the given Oracle Cloud module. Every Oracle Cloud module in scope for the project should have a corresponding Test Scenario document. 7. The County leads will be responsible to ensure that all applicable Business Scenarios are accounted for this in matrix. 8. The Graviton module lead and the County module lead will be jointly responsible for accurate tracking of Test results.	

Deliverable Number: 22	
Deliverable Name: Testing Strategy and Test Plan (HCM)	**PHASE / STAGE:** 2 – Testing Phase
Link to Payment #: 8 - Testing Phase Completion (HCM)	**Completion By:** As determined by the project schedule
Purpose: The testing strategy deliverable describes the approaches that will be used for the testing activities for the project.	
Description/Objective: The testing strategy document describes the types of testing that will be executed during the project. It also provides an overall guiding approach for the project's testing activities.	

Attachment: Agreement_2020-234 graviton (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget Action

Deliverable Number: 22	
Deliverable Name: Testing Strategy and Test Plan (HCM)	**PHASE / STAGE:** 2 – Testing Phase
Format: The testing strategy will be delivered as a word document.	
Scope & Outline: Please refer to the attached "Testing Strategy and Test Plan" document template.	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

Deliverable Number: 23	
Deliverable Name: Test Scenarios (HCM)	**PHASE / STAGE:** 2 – Testing Phase
Link to Payment #: 8 - Testing Phase Completion (HCM)	**Completion By:** As determined by the project schedule
Purpose: The test scenarios deliverable lists the test scenarios that will be executed during the testing phases for the project. These will be used for System Testing and User Acceptance Testing (end-to-end review).	
Description/Objective: The test scenarios document will be built using the Use Case Matrix as the base. It will contain all the business use case scenarios, the steps to execute, and the expected results. It will have placeholders to record the details of the tester, test date, results, and any comments.	
Format: The testing strategy will be delivered as an excel document.	

Attachment: Agreement_2020-234 graviton (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget Action

Deliverable Number: 23	
Deliverable Name: Test Scenarios (HCM)	**PHASE / STAGE:** 2 – Testing Phase
Scope & Outline: Please refer to the attached "Use Cases Matrix" document template.	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors 6. This deliverable should cover all Business Processes in scope for the given Oracle Cloud module. Every Oracle Cloud module in scope for the project should have a corresponding Test Scenario document. 7. The County leads will be responsible to ensure that all applicable Business Scenarios are accounted for this in matrix. 8. The Graviton module lead and the County module lead will be jointly responsible for accurate tracking of Test results.	

Deliverable Number: 24	
Deliverable Name: Job Aid (FIN)	**PHASE / STAGE:** 4 – Go-Live Phase
Link to Payment #: 4 - Go-Live Phase Completion (FIN)	**Completion By:** As determined by the project schedule
Purpose: The Job aids will be used to deliver training to the County's users. They will be used by the Graviton team as well as the County team. They will also serve as a reference guide for the system's users for after the Go-Live.	
Description/Objective: The Job aids will be created separately for each business process. They will include detailed instructions about the steps to perform, the expected results, and comprehensive screenshots from the system.	
Format: The Job aids will be delivered in word format.	

Attachment: Agreement_2020-234 graviton (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget Action

Deliverable Number: 24
Scope & Outline: Please refer to the attached "Job Aid" document template.
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors

Deliverable Number: 25	
Deliverable Name: Cutover Checklist (FIN)	**PHASE / STAGE:** 4 – Go-Live Phase
Link to Payment #: 4 - Go-Live Phase Completion (FIN)	**Completion By:** As determined by the project schedule
Purpose: The cutover checklist will have all the tasks to be executed for the Production cutover to the new system. This will be a separate project schedule, independent of the project's master project workplan.	
Description/Objective: The cutover checklist will have detailed list of tasks to be executed during the production cutover. It will include the tasks, resources assigned, dates, durations, and dependencies. It will be created as a separate plan and will be maintained independent of the overall master work plan.	
Format: The cutover checklist will be delivered in MS Project format.	
Scope & Outline: Please refer to the attached "Cutover Checklist" document template.	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED.	

Attachment: Agreement_2020-234 graviton (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget Action

Deliverable Number: 25
2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors

Deliverable Number: 26	
Deliverable Name: Job Aid (HCM)	**PHASE / STAGE:** 4 – Go-Live Phase
Link to Payment #: 9 - Go-Live Phase Completion (HCM)	**Completion By:** As determined by the project schedule
Purpose: The Job aids will be used to deliver training to the County's users. They will be used by the Graviton team as well as the County team. They will also serve as a reference guide for the system's users for after the Go-Live.	
Description/Objective: The Job aids will be created separately for each business process. They will include detailed instructions about the steps to perform, the expected results, and comprehensive screenshots from the system.	
Format: The Job aids will be delivered in word format.	
Scope & Outline: Please refer to the attached "Job Aid" document template.	
Acceptance Criteria: 1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED. 2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues 3. The respective Graviton and County Leads have resolved all material content and/or quality issues. 4. The deliverable meets the agreed upon Project Management and Documentation Standards 5. The deliverable does not contain material or substantive formatting and spelling errors	

Attachment: Agreement_2020-234 graviton (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget Action

Deliverable Number: 27	
Deliverable Name: Cutover Checklist (HCM)	**PHASE / STAGE:** 4 – Go-Live Phase
Link to Payment #: 9 - Go-Live Phase Completion (HCM)	**Completion By:** As determined by the project schedule

Purpose:

The cutover checklist will have all the tasks to be executed for the Production cutover to the new system. This will be a separate project schedule, independent of the project's master project workplan.

Description/Objective:

The cutover checklist will have detailed list of tasks to be executed during the production cutover. It will include the tasks, resources assigned, dates, durations, and dependencies. It will be created as a separate plan and will be maintained independent of the overall master work plan.

Format:

The cutover checklist will be delivered in MS Project format.

Scope & Outline:

Please refer to the attached "Cutover Checklist" document template.

Acceptance Criteria:

1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED.
2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues
3. The respective Graviton and County Leads have resolved all material content and/or quality issues.
4. The deliverable meets the agreed upon Project Management and Documentation Standards
5. The deliverable does not contain material or substantive formatting and spelling errors

Attachment: Agreement_2020-234 graviton (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget Action

Deliverable Number: 28	
Deliverable Name: Project Acceptance Report (FIN)	**PHASE / STAGE:** 5 – Support Phase
Link to Payment #: 5 - Support Phase Completion (FIN)	**Completion By:** As determined by the project schedule

Purpose:

The Project Acceptance Report allows the project's stakeholders and sponsors to reconcile the work products and deliverables against the SOW. It contains the list of items to be reviewed to help confirm that the "work in scope is complete".

Description/Objective:

The Project Acceptance document is a list of items that need to be reviewed by the Graviton and County leadership at the end of each phase of the project. This includes the test results, risks/ issues, deliverables, and milestones.

Format:

The Project Acceptance Report will be provided in Word format.

Scope & Outline:

Please refer to the attached "Project Acceptance Report" document template.

Acceptance Criteria:

1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED.
2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues
3. The respective Graviton and County Leads have resolved all material content and/or quality issues.
4. The deliverable meets the agreed upon Project Management and Documentation Standards
5. The deliverable does not contain material or substantive formatting and spelling errors

Deliverable Number: 29	
Deliverable Name: Project Acceptance Report (HCM)	**PHASE / STAGE:** 5 – Support Phase
Link to Payment #: 10 - Support Phase Completion (HCM)	**Completion By:** As determined by the project schedule

Attachment: Agreement_2020-234 graviton (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget Action

Deliverable Number: 29	
Deliverable Name: Project Acceptance Report (HCM)	**PHASE / STAGE:** 5 – Support Phase

Purpose:

The Project Acceptance Report allows the project's stakeholders and sponsors to reconcile the work products and deliverables against the SOW. It contains the list of items to be reviewed to help confirm that the "work in scope is complete".

Description/Objective:

The Project Acceptance document is a list of items that need to be reviewed by the Graviton and County leadership at the end of each phase of the project. This includes the test results, risks/ issues, deliverables, and milestones.

Format:

The Project Acceptance Report will be provided in Word format.

Scope & Outline:

Please refer to the attached "Project Acceptance Report" document template.

Acceptance Criteria:

1. The deliverable contains all the components specified in the Outline of this DED and meets the requirements in the DED.
2. The respective Graviton and County Leads assigned to this deliverable have agreed to and accepted the content of each outlined component, or have escalated any issues
3. The respective Graviton and County Leads have resolved all material content and/or quality issues.
4. The deliverable meets the agreed upon Project Management and Documentation Standards
5. The deliverable does not contain material or substantive formatting and spelling errors

Attachment: Agreement_2020-234 graviton (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget Action

Attachment C – Milestone Pricing

The total cost of professional services for this project will be $1,630,002. All professional services charges for this project will be on Fixed Cost basis. The payment milestones will be as per the following table. The "Financials Implementation" includes both Finance and EPM, whereas the "HCM Implementation" includes both HCM and Payroll.

MILESTONE #	PHASE OF PROJECT	DESCRIPTION	MILESTONE / DELIVERABLE	PAYMENT AMOUNT
1	Financials Implementation	Oracle ERP Cloud	System Design Phase Completion (FIN)	$ 113,742
2	Financials Implementation	Oracle ERP Cloud	Build Phase Completion (FIN)	$ 300,051
3	Financials Implementation	Oracle ERP Cloud	Testing Phase Completion (FIN)	$ 266,102
4	Financials Implementation	Oracle ERP Cloud	Go-Live Phase Completion (FIN)	$ 118,523
5	Financials Implementation	Oracle ERP Cloud	Support Phase Completion (FIN)	$ 124,050
6	HCM Implementation	Oracle HCM Cloud	System Design Phase Completion (HCM)	$ 100,255
7	HCM Implementation	Oracle HCM Cloud	Build Phase Completion (HCM)	$ 264,473
8	HCM Implementation	Oracle HCM Cloud	Testing Phase Completion (HCM)	$ 128,997
9	HCM Implementation	Oracle HCM Cloud	Go-Live Phase Completion (HCM)	$ 104,468
10	HCM Implementation	Oracle HCM Cloud	Support Phase Completion (HCM)	$ 109,341
	TOTAL			**$1,630,002**

Attachment: Agreement_2020-234 graviton (RES-2022-97 : Approve Amendment with Graviton for Managed Services and Budget Action

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	100	41102	Transient Occupancy Tax		(36,000)	
1001	100	80111	Transfer Out - General		36,000	
5575	102	49101	Transfer In - General		(36,000)	
5575	102	70511	Software Fixed Assets		36,000	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

( ) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

DEPARTMENT HEAD SIGNATURE DATE

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

Attachment: Graviton Managed Services 1.24.22 Budget Action (RES-2022-97 : Approve Amendment with Graviton for Managed Services and

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-98

MEETING: February 8, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Acting Health & Human Services Agency Director

RE: Authorize an Increase of Extra-Help Hours Beyond 999 Hours

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Increase in Extra-Help Hours from 999 Hours to 1,300 Hours for a Staff Services Analyst I Extra-Help Position in the Health & Human Services Agency Behavioral Health Branch.

The additional hours are needed due to two reasons. One of the two Staff Services Analyst recently resigned on December 31, 2021 and the second Staff Services Analyst was on extended leave for an internship and recently resigned on January 13, 2022. Due to these resignations and the continuing need to provide analyst duties in Behavioral Health's State audit and compliance unit, the Extra-Help Staff Services Analyst will begin filling the role of a full time employee until the new full-time Staff Services Analyst can be hired.

For this reason, it is necessary to increase the hours worked by the Extra-Help Staff Services Analyst position to provide analyst duties in Behavioral Health's State audit and compliance provided to the Behavioral Health Branch. If the employee works the additional 301 hours, the cost will be approximately $7,590.62.

Extra-Help positions can work up to 860 hours. The Human Resources Director can approve additional hours up to 999 hours because of need. Addition of any hours above 999 requires Board approval. This increase in hours will allow the Behavioral Health to continue to be in compliance with State mandates.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously approved the increase of Extra-Help hours for other positions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board chooses not to increase the Extra-Help hours, it may have a negative impact on the Behavioral Health Branch in their ability to continue to be in compliance with State mandates.

FINANCIAL IMPACT:
There is no impact to the General Fund. There is sufficient funding in the FY21-22 budget to cover the costs of the additional hours.

REF ID# 12530

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-99

MEETING: February 8, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Acting Health & Human Services Agency Director

RE: Approve Membership Certification for the Mariposa County Local Child Care Planning Council

---

RECOMMENDATION AND JUSTIFICATION:
Approve Membership Certification for the Mariposa County Local Child Care Planning Council; and Authorize the Board of Supervisors Chair to Sign the Certification. This document is Completed and Submitted Annually to the California Department of Education.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Your Board has approved this request in past years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Council documentation will be incomplete and certification statement will not be accomplished, as required.

ATTACHMENTS:
BOS Certification Letter (PDF)
LCCPC Member Certification (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 12541

Mariposa
Local Child Care Planning Council

5065 Jones Street/P.O. Box 1162
Mariposa, CA 95338
(209) 966-6299 (209) 966-2236

January 7, 2022

Mariposa County Board Of Supervisors
PO Box 784
Mariposa, CA 95338

Dear Supervisors,

Thank you so much for your time and consideration in approving, endorsing and signing the attached 2021/2022 Membership Certification for the Mariposa Local Child Care Planning Council.

If you could review the document and sign it at your earliest convenience it would be greatly appreciated.

Please feel free to contact me with any questions you may have.

Sincerely,

Amber Chambers
LCCPC Coordinator

Attachment: BOS Certification Letter (RES-2022-99 : Approve Membership Certification for the Mariposa County Local Child Care Planning

California Department of Social Services
Child Care Development Division
Form CD-3020 (New) 9/30/21

CERTIFICATION STATEMENT REGARDING COMPOSITION OF LPC MEMBERSHIP

Due Annually on January 15
Return to: lpc@dss.ca.gov

County Name: MARIPOSA
County LPC Coordinator: Amber Chambers
Coordinator Email: achamberslpc@gmail.com

Membership Categories:

20% Consumers (Defined as a parent or person who receives, or who has received within the past 36 months, child care services.)

Name of Representative: AMBER EDWARDS
Representative Address/ Telephone Number: TERRACE VIEW LANE
MARIPOSA CA 95338 209-742-5611
Appointment Date and Duration: MARCH 2019 3 YRS

Name of Representative: _____
Representative Address/ Telephone Number: _____
Appointment Date and Duration: _____

20% Child Care providers (Defined as a person who provides child care services or represents persons who provide child care services.)

Name of Representative: MARCIA PRICE
Representative Address/ Telephone Number: 5056 JONES ST.
MARIPOSA, CA 95338 209-966-6161
Appointment Date and Duration: FEBRUARY 2019 3 YRS

Name of Representative: JACKI LEE
Representative Address/ Telephone Number: 3415 WOODLAND DR.
MARIPOSA CA 95338 209-966-2665
Appointment Date and Duration: NOVEMBER 2019 3YRS

20% Public Agency Representative (Defined as a person who represents a city, county, or local education agency.)

Attachment: LCCPC Member Certification (RES-2022-99 : Approve Membership Certification for the Mariposa County Local Child Care Planning

Name of Representative: REBECCA MAIETTO
Representative Address/ Telephone Number: PO BOX 99
MARIPOSA CA 95338 209-966-2000
Appointment Date and Duration: JANUARY 2020 3 YRS

Name of Representative: LAUNA GANN
Representative Address/ Telephone Number: PO BOX 99
MARIPOSA CA 95338 209-966-2000
Appointment Date and Duration: APRIL 2020 3 YRS

Name of Representative: MARGARITA KING
Representative Address/ Telephone Number: 5300 HWY. 49 NO.
MARIPOSA, CA 95338 209-966-3689
Appointment Date and Duration: August 2021 3 YRS

20% Community Representative (Defined as a person who represents an agency or business that provides private funding for child care services, or who advocates for child care services through participation in civic or community-based organizations but is not a child care provider or CDE funded agency representative.)

Name of Representative: GWEN NITTA
Representative Address/ Telephone Number: E. WESTFALL RD.
MARIPOSA CA 95338 209-742-6332
Appointment Date and Duration: DECEMBER 2020 3 YRS

Name of Representative: OLGA RASSAU
Representative Address/ Telephone Number: PO BOX 1295
MARIPOSA CA 95338 209-742-7058
Appointment Date and Duration: OCTOBER 2021 3 YRS

20% Discretionary Appointees (Appointed from any of the above categories or outside of these categories at the discretion of the appointing agencies.)

Name of Representative: LIZ WILCOX
Representative Address/ Telephone Number: W. WHITLOCK RD.
MARIPOSA CA 95338 209-966-5925
Appointment Date and Duration: AUGUST 2021 3 YRS

Attachment: LCCPC Member Certification (RES-2022-99 : Approve Membership Certification for the Mariposa County Local Child Care Planning

Authorized Signatures

We hereby verify as the authorized representatives of the county board of supervisors (CBS), the county superintendent of schools (CSS), and the Local Child Care and Development Planning Council (LPC) chairperson that as of JANUARY 1, 2022, the above identified individuals meet the council representation categories as mandated in AB 131 (Chapter 116, Statutes 2021; Welfare and Institutions *Code* Section 260). Further, the CBS, CSS, and LPC chairperson verify that a good faith effort has been made by the appointing agencies to ensure that the ethnic, racial, and geographic composition of the LPC is reflective of the population of the county.

Authorized Representative – County Board of Supervisors

Signature: _____

Phone Number: _____

Date: _____

Authorized Representative – County Superintendent of Schools

Signature: _____

Phone Number: 209 742-0207

Date: 1·13·22

Local Child Care Planning Council Chairperson

Signature: Rebecca Martin

Phone Number: 209 742- 0955

Date: 1/13/2022

Attachment: LCCPC Member Certification (RES-2022-99 : Approve Membership Certification for the Mariposa County Local Child Care Planning

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-100

MEETING: February 8, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Acting Health & Human Services Agency Director

RE: Approve Subcontractor Agreement with Sierra Health Foundation

---

RECOMMENDATION AND JUSTIFICATION:
Approve Agreement with Sierra Health Foundation to Function as Sub-contractor for Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth Project; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Sierra Health Foundation (The Center) and the California Department of Health and Human Services (the "Funder") entered into that certain Behavioral Health Telehealth Expansion Project (BHTEP Agreement 21-10295) dated September 20, 2021 (the "Prime Contract"), for the Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth Project (the "Project") whereby The Center agreed to assist DHCS with the administration of the funds to organizations to develop, enhance, and/or expand their facility's telehealth infrastructure to address the needs of individuals with substance use disorder (SUD), and/or serious mental illness (SMI), or with serious emotional disturbances (SED). This grant will provide funding for updated webcams, cell phone updates, connectors for equipment, telehealth licenses, electronic health record licenses, scanning software, and internet subscription fees.

The Center hereby engages The County of Mariposa (Subcontractor), as an independent contractor, to render the Services defined in Section 2 in connection with the services to be performed under the Prime Contract. Subcontractor will perform such services subject to the terms and conditions set forth in this Agreement and will receive an allocation not to exceed $27,425.04.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors does not have a prior history with Sierra Health Foundation.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Amendment is not approved, HHSA will not be able to participate in this program that would provide $27,425 for telehealth infrastructure support related to COVID-19 outbreak.

FINANCIAL IMPACT:

This agreement will provide revenue for the County to perform the proposed services. There is no impact to the County General Fund.

ATTACHMENTS:
Sierra Health Foundation Subcontractor Agreement (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

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SUBCONTRACT
For
Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth

Project Name:	Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth	Subcontract Number:	CA21MAT401
Effective Date:	November 20, 2021	Expiration Date:	November 30, 2022

SELECT	"ORGANIZATION"	
	☐Sierra Health Foundation 1321 Garden Hwy, Sacramento, CA 95833	☒Sierra Health Foundation: Center for Health Program Management (The Center) 1321 Garden Hwy, Suite 210 Sacramento, CA 95833

Subcontractor Name:	County of Mariposa
Address	P.O. Box 99 Mariposa, CA 95338
Site Location (if applicable)	
DUNS #:	071859607
Tax ID:	94-6000880

1. Subcontractor is the following legal entity (select one):

☐Sole Proprietor/Individual(s)	☐Corporation	☐Nonprofit Corporation	☐General Partnership
☐Limited Liability Company	☐Limited Partnership	☐Limited Liability Partnership	☒Other: Government/Public

2. Enter all funding sources for the Subcontractor award.

Public Funding Source	CFDA#	Award #	Award Year	Jurisdiction	GS #	Amount
Coronavirus Response and Relief Supplemental Appropriations Act; Block Grants for Prevention and Treatment of Substance Abuse	93.959	B08TI083527	2021	☒Federal ☐State ☐Local	280	$27,425.04
				☐Federal ☐State ☐Local		
Identification of type of federal subaward relationship according to 2 CFR 200.				☒Subrecipient § 200.93	☐Subcontractor § 200.23	
Private Funding Source		Award #		Award Year		Amount

3. "Subcontractor Price" is the maximum amount to be paid to the Subcontractor under this Subcontract as follows:

SUBCONTRACTOR PRICE	$27,425.04
ADVANCE PAYMENT ☒ Yes ☐ No	$27,425.04

Attachment: Sierra Health Foundation Subcontractor Agreement (RES-2022-100 : Approve Subcontractor Agreement with Sierra Health

AGREEMENT TYPE	
☐Standard Subcontract Agreement	☒Non-Standard Subcontract Agreement ☒Modification of insurance requirements ☐Indemnification modifications

4. "Attachments" are incorporated in this Subcontract as if included in full in the body of this document:

ATTACHMENT NO. CHECK APPLICABLE BOX	DESCRIPTION OF ATTACHMENT (Attachments 1-8 are to be included in all Subcontracts. Attachments 9-11 will be included if the box is checked.)
Attachment 1	Standard Terms and Conditions
Attachment 2	Scope of Services
Attachment 3	Budget
Attachment 4	Insurance Requirements
Attachment 5	Dispute Resolution
Attachment 6	Certification Regarding Debarment and Suspension
Attachment 7	Certificate for Contracts, Grants, Loans, and Cooperative Agreements
Attachment 8	Schedule of Federal Funds
Attachment 9 ☒Yes ☐No	Personally Identifiable Information
Attachment 10 ☒Yes ☐No	Confidentiality
Attachment 11 ☒Yes ☐No	Additional Provisions
Attachment 12 ☒Yes ☐No	Special Terms and Conditions for Federal Awards
Attachment 13 ☒Yes ☐No	Certification Regarding Lobbying
Attachment 14 ☒Yes ☐No	Disclosure of Lobbying Activities
Attachment 15 ☒Yes ☐No	Business Associate Agreement

5. The following "Special Provisions" modify the terms of the Standard Subcontract Agreement and are included in a Non-Standard Subcontract Agreement. These Special Provisions may be included only if approved by the Organization as indicated by the accompanying initials.

SPECIAL PROVISION	Approved
Subcontractors are required to attend an onboarding webinar to review compliance and reporting requirements, and performance and progress monitoring.	
The following sections in the prime contract are waived for subcontractors: Exhibit D(F) Section 3 Procurement Rules, Section 4 a (1) Reporting of Equipment/Property Receipt, (2) Annual Equipment/Property Inventory, and 4 (g) Motor Vehicles.	
Subcontract Agreement Section 2.03 Invoice Instructions. Does not apply.	
Subcontract Agreement Attachment 4 Insurance Section 1 (f) Automobile Insurance is waived.	

Attachment: Sierra Health Foundation Subcontractor Agreement (RES-2022-100 : Approve Subcontractor Agreement with Sierra Health

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MEDICATION ASSISTED TREATMENT (MAT)
SOR 2 CORONAVIRUS TELEHEALTH
SUBCONTRACT AGREEMENT

This Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth Subcontract Agreement (the "Agreement") is made and entered into as of **November 20, 2021** (the "Effective Date") by and between Sierra Health Foundation: Center for Health Program Management ("The Center") and **County of Mariposa**, a "Government" ("Subcontractor").

In consideration of the mutual covenants set forth herein, the parties agree as follows:

Prime Contract. The Center and the California Department of Health and Human Services (the "Funder") entered into that certain Behavioral Health Telehealth Expansion Project (BHTEP Agreement 21-10295) dated September 20, 2021 (the "Prime Contract"), for the Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth Project (the "Project") whereby The Center agreed to assist DHCS with the administration of the funds to organizations to develop, enhance, and/or expand their facility's telehealth infrastructure to address the needs of individuals with substance use disorder (SUD), and/or serious mental illness (SMI), or with serious emotional disturbances (SED). The Center hereby engages Subcontractor, as an independent contractor, to render the Services defined in Section 2 in connection with the services to be performed under the Prime Contract and Subcontractor is willing to perform such Services subject to the terms and conditions set forth in this Agreement. Subcontractor has been provided with the opportunity to review the terms of the Prime Contract, a copy of which is available through the following link: https://www.shfcenter.org/assets/MAT-SOR2-CVT-Prime-Contract-21-10295.pdf. The terms of the Prime Contract are hereby incorporated into this Agreement by reference, in their entirety subject to Section 1.01 of **Attachment 1**. In the event of any conflict, ambiguity, or inconsistency between or among the provisions, terms or conditions of this Agreement, including the attachments hereto or any documents referred to herein, or between or among the provisions, terms or conditions of this Agreement and the Prime Contract, the provision, term or condition requiring the greater quantity or higher quality, or placing the greater burden on Subcontractor, shall govern and control.

1. Scope of Services. Subcontractor will perform the services described in the Scope of Services attached hereto as **Attachment 2** and incorporated herein by reference (the "Services"). By signing this Agreement, Subcontractor agrees to perform the Services in accordance with any applications submitted by Subcontractor and approved by The Center and in accordance with this Agreement including the attachments. Subcontractor further certifies that it meets all eligibility requirements for performance and payment for the Services including as agreed based on the application submitted by Subcontractor.
2. Total Subcontract Price. Total payments by The Center to Subcontractor in connection with the performance of Services under this Agreement, including fees, reimbursements, costs, travel, and any other payments made for services rendered, material provided, or other expenses (collectively, "Compensation"), whether paid pursuant to the invoice procedure described in Section 2.01 of **Attachment 1**, as an advance payment, or by any other means, shall not exceed **$27,425.04** ("Total Subcontract Price").

    a. Advance payment. Upon execution of this Agreement and after all requirements in Section 5 are met, Subcontractor shall receive a single advance payment in the amount of **$27,425.04** to be applied against the Compensation payable in accordance with Section 2.01 of **Attachment 1**. Any unearned portion of such advance payment held by Subcontractor at the expiration of the Term or earlier termination of the Agreement shall be returned to The Center no later than ten (10) business days following the termination date.

Attachment: Sierra Health Foundation Subcontractor Agreement (RES-2022-100 : Approve Subcontractor Agreement with Sierra Health

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3. Term. The term of this Agreement will commence on the Effective Date and will continue thereafter until **November 30, 2022** (the "Expiration Date") or earlier termination in accordance with the terms of this Agreement (the "Term").

4. Insurance. Without limiting Subcontractor's duty of indemnification as set forth in Section 4 of **Attachment 1**, Subcontractor will obtain and maintain in force at all times during the Term insurance in accordance with the provisions of **Attachment 4**, attached hereto and incorporated herein by reference, and in accordance with the provisions of the Prime Contract, (the "Insurance"), with insurers reasonably acceptable to The Center. Subcontractor will provide evidence of such Insurance to The Center within five (5) business days after the Effective Date. The Certificate of Insurance must include the name of the Project. It is understood and agreed that The Center shall not pay any sum to Subcontractor under this Agreement unless all Insurance required by this Agreement is in force at the time that Services subject to such payment are rendered and Subcontractor has delivered evidence of same to The Center.

5. Attachments. The following attachments hereto are incorporated by reference into the Agreement ("Attachments"):

   Attachment 1: Standard Terms and Conditions

   Attachment 2: Scope of Services

   Attachment 3: Budget

   Attachment 4: Insurance Requirements

   Attachment 5: Dispute Resolution Provisions

   Attachment 6: Certification Regarding Debarment and Suspension

   Attachment 7: Certification for Contracts, Grants, Loans, and Cooperative Agreements

   Attachment 8: Schedule of Federal Funds

   The following Attachments hereto are incorporated by reference into this Agreement if the box next to each Attachment is marked or checked:

   ☒ **Attachment 9:** Personally Identifiable Information

   ☒ **Attachment 10**: Confidentiality

   ☒ **Attachment 11**: Additional Provisions

   ☒ **Attachment 12**: Special Terms and Conditions for Federal Award

   ☒ **Attachment 13**: Certification Regarding Lobbying

   ☒ **Attachment 14**: Disclosure of Lobbying Activities

   ☒ **Attachment 15**: Business Associate Agreement

[Signature page follows]

Attachment: Sierra Health Foundation Subcontractor Agreement (RES-2022-100 : Approve Subcontractor Agreement with Sierra Health

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date. **November 20, 2021.**

THE CENTER

BY _____

Gil Alvarado
Sr. Vice President of Finance and Administration
Chief Financial Officer

DATE:_____

SUBCONTRACTOR

_____

Authorized Representative Signature

Rosemarie Smallcombe, Board Chair

Print Name of Authorized Representative & Title

DATE:_____

The Center Program Contact:

Sierra Health Foundation:
Center for Health Program Management
Nora Dunlap
Senior Program Officer
1321 Garden Highway, Suite 210
Sacramento, CA 95833

Approved as to Legal Form:

_____
Steven W. Dahlem, County Counsel

Subcontractor's Address:

County of Mariposa

Shannon Gadd
Director
P.O. Box 99
Mariposa, CA 95338

Subcontractor's Contact Information:
(209) 742-0892
sgadd@mariposacounty.org

Secondary Contact Information:
Randy Ridenhour
Senior Administrative Analyst
(209) 742-0922
rridenhour@mariposahsc.org

Subcontractor's Tax ID Number:
94-6000880

Contract Number:
CA21MAT401

DUNS Number
071859607

Attachment: Sierra Health Foundation Subcontractor Agreement (RES-2022-100 : Approve Subcontractor Agreement with Sierra Health

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ATTACHMENT 1

Standard Terms and Conditions

1. SERVICES TO BE PERFORMED BY SUBCONTRACTOR

1.01. Prime Contract. Subcontractor shall be bound and obligated by the Prime Contract, and to The Center, in the same manner and to the same extent as The Center is bound to the Funder under the Prime Contract, to the extent that the terms of the Prime Contract relate in any way, directly or indirectly, to the Services to be performed under this Agreement. Notwithstanding the foregoing or any contrary provision of this Agreement, nothing in this Agreement shall be construed as bestowing any rights or privileges on Subcontractor beyond what is provided for in the Agreement. Moreover, nothing in this Agreement shall be construed as limiting any rights or privileges of The Center otherwise allowed or provided for by the Agreement or the Prime Contract. In the event of an inconsistency between this Agreement and the Prime Contract, the terms of the Prime Contract shall govern.

1.02. Status of Subcontractor. Subcontractor enters into this Agreement, and will remain throughout the Term, as an independent contractor. Subcontractor agrees that Subcontractor does not and will not have any authority to act for, represent, obligate, or bind The Center in any way, nor in any way be deemed an agent, partner, joint venturer, employee, or in any other capacity a representative of The Center. Subcontractor agrees that Subcontractor is not entitled to the rights or benefits afforded to The Center's employees, including but not limited to disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Subcontractor is responsible for providing, at its own expense, disability insurance, unemployment insurance, workers' compensation insurance, and any other insurance, training, permits, and licenses for itself and for its employees and sub-subcontractors of any tier.

1.03. Method of Performing Services. Subject to the terms of this Agreement, Subcontractor will determine the method, details, and means of performing the Services hereunder. The Center reserves the right in its sole discretion to determine the amount and allocation of work assigned to Subcontractor at all times during the Term.

1.04. Time and Place of Performing Services. Subject to the terms of this Agreement, Subcontractor may select the time and location for performance of the Services.

1.05. Employees. Subcontractor shall not hire employees of The Center or any organization related to the Center to perform any portion of the Services or any work arising in connection with the Services, including, without limitation, secretarial, clerical, and similar incidental or nonincidental services.

1.06. Equipment, Materials, and Tools. Subcontractor will furnish all equipment, materials, tools, and supplies used in connection with performance of the Services.

1.07. Payment of Taxes. Subcontractor is responsible for paying when due all taxes, including penalties and interest, incurred in connection with Subcontractor's performance of the Services including, without limitation, income taxes, self-employment taxes, and other taxes, including estimated taxes, incurred as a result of any Compensation paid by The Center to Subcontractor for the Services rendered hereunder. Subcontractor will not be treated as an employee for purposes of disability income, Social Security taxes and benefits, federal unemployment compensation taxes, state unemployment insurance benefits, state wage and hour laws, and federal income tax withholding at sources. Subcontractor agrees to defend and indemnify The Center for any claims, costs, losses, fees, penalties, interest, or damages incurred by The Center resulting from

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Subcontractor's failure to comply with this Section. Subcontractor further agrees that in the event and to the extent Subcontractor is determined, by a court or agency with jurisdiction, to be an employee for purposes of a California Wage Order due to application of the "ABC" test set forth in the California Supreme Court case *Dynamex Operations West, Inc. v. Superior Court*, 4 Cal.5th 903 (2018), Subcontractor will still be considered an independent contractor for purposes of this Agreement and all other laws.

1.08. Compliance with Laws. Subcontractor, in the course of performance of the Services, shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations.

1.09. Record Retention/Audit. Subcontractor agrees to maintain and preserve records related to this Agreement until seven (7) years following (a) termination of this Agreement or (b) final payment to Subcontractor hereunder. Subcontractor further agrees to permit The Center or Funder (through their respective designated representatives) to have access to, examine, and audit any books, documents, papers, and records related to this Agreement and to allow interviews of any employees who might reasonably have information related to such books, documents, papers, or records.

Subcontractor agrees that The Center and Funder (through their respective designated representatives) will have the right at any time during the Term, during Subcontractor's normal business hours, to conduct monitoring activities including but not limited to on-site visits and desk reviews, with respect to the Services (including deliverables) being provided by Subcontractor hereunder and Subcontractor's compliance with this Section. Subcontractor further agrees to comply with all audit and record retention requirements of the Prime Contract. The provisions of this Section shall survive the termination of this Agreement.

2. COMPENSATION

2.01. Compensation. In consideration for the Services provided in accordance with this Agreement, The Center will compensate Subcontractor pursuant to the Budget set forth in **Attachment 3**, attached hereto and incorporated herein by reference, subject to the not-to-exceed Total Subcontract Price. Unless otherwise required by the Prime Contract, invoice documentation shall be submitted on a monthly basis by the tenth (10th) day of the month, and shall detail actual line-item expenditures corresponding to **Attachment 3** incurred during the invoice period. Concurrently with such invoice documentation, unless expressly waived in a prior writing by The Center, Subcontractor shall deliver to The Center documentation for expenses corresponding to the invoice including, without limitation, time sheets or payroll records for each employee; receipts for supplies; documentation for sub-subcontract expenditures; and documentation for overhead and indirect expenditures. Subcontractor's duty to submit both the described invoice documentation and corresponding expense documentation in accordance with this Section 2.01 is a condition precedent to payment and to The Center's obligation to make any payment to Subcontractor under this Section 2.01. Invoice documentation and expense documentation will require approval from The Center prior to payment. The Center will pay all approved Compensation owed to the Subcontractor hereunder by check mailed to the Subcontractor at the invoice address, or by electronic funds transfer to the financial institution authorized in writing by the Subcontractor, within forty-five (45) days after The Center's receipt of an approved invoice. If The Center cannot determine whether an expense should be allowed because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, The Center may disallow all questionable costs, and The Center may withhold payment. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

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Notwithstanding the foregoing or any contrary provision of the Agreement, The Center will have no obligation to pay Subcontractor until The Center has received funds for such payment from the Funder.

2.02. Unauthorized Services. Any services not authorized under the terms of this Agreement shall be at the sole cost and expense of Subcontractor and will not be compensated by The Center or Funder and may in the sole and absolute discretion of The Center be deemed a material breach of this Agreement, and in no event shall an extension in the Term be granted on account of such unauthorized services.

2.03. Invoice Instructions. The agreement number must be identified on every invoice submitted for reimbursement and invoice must designate expenses by activity listed in **Attachment 3**. All invoices must include the following language: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Agreement with The Center. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Invoices must be emailed to centerinvoices@shfcenter.org with a cc: to at or mailed to:
The Center
Attn:
1321 Garden Highway
Sacramento, California 95833

2.04. Timely Submission of Final Invoice. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of The Center under this Agreement have ceased and that no further payments are due or outstanding.

3. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SUBCONTRACTOR

3.01. Non-Exclusive Relationship. Except as expressly provided otherwise herein, this Agreement does not create an exclusive relationship between the parties. Subcontractor may in its discretion perform services for and contract with additional clients, persons, or companies during the Term. The Center may, in its sole discretion, engage other contractors to perform the same or similar work that Subcontractor will perform under this Agreement before, during, or after the Term.

3.02. Conflict of Interest. Notwithstanding the foregoing Section 3.01, Subcontractor represents and covenants that it has no interest, direct or indirect, and shall have no such interest during the Term, that conflicts or would conflict in any manner with its relationship with The Center, performance of the Services under this Agreement, or any monetary or business interest of The Center or the Funder. The terms of this Section 3.02 shall bind Subcontractor and its employees, agents, sub-subcontractors of any tier, and third parties performing services or providing materials in connection with performance of the Services.

3.03. All Licenses. Subcontractor represents, warrants, and covenants that Subcontractor maintains, and will maintain at all times during the Term, all licenses, permits, and other governmental approvals and authorizations required by state, local, and federal laws to perform the Services, and will promptly provide copies of any such licenses, permits, and any other governmental approvals and authorizations to The Center upon request.

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3.04. Sub-subcontractors. Subcontractor represents, warrants and covenants to The Center that (a) except with The Center's express prior written consent, this Agreement shall be incorporated by reference in its entirety into all sub-subcontracts of any tier, and (b) Subcontractor shall remain solely responsible for sub-subcontractors' performance and adherence to the terms of this Agreement.

3.05. Performance; Industry Standards and Practices. Subcontractor warrants and covenants that the Services to be provided under this Agreement will be performed in a professional manner conforming to generally accepted industry standards and practices. The Center shall have the right to assess the quality and progress of the Services performed by Subcontractor at any time and without advance notice to Subcontractor, including, without limitation, by progress and performance reports that Subcontractor shall provide in a form and frequency as may be required by The Center in its sole discretion. Notwithstanding any prior approval of an invoice pursuant to Section 2.01, The Center reserves the right to withhold payment, nullify and obtain reimbursement from Subcontractor for any payment made, terminate this Agreement, and/or take any other action to which it is entitled by law or this Agreement, as to any Services that The Center in its sole and absolute discretion determines to be incomplete, not satisfactory, or noncompliant with the Scope of Services or any other provision of this Agreement. Further, The Center may recover overpayments that The Center determines, in its sole and absolute discretion, by audit or otherwise, should not have been made to Subcontractor. Subcontractor agrees to reimburse any amounts, and/or return any overpayments, to The Center in accordance with this Section 3.05 within fifteen (15) days of demand by The Center.

3.06. Copyright; Proprietary Rights. Subcontractor represents and warrants that the materials, if any, produced by Subcontractor under this Agreement are and will be original and do not and will not infringe upon any intellectual property rights of The Center or any third party.

3.07. Return of Property of The Center. Upon the expiration or earlier termination of this Agreement, Subcontractor will return to The Center any and all property, documentation, records, equipment, intellectual property, and Confidential Information (defined in Section 7.01(a), below) that is the property of The Center.

4. INDEMNITY

4.01. General Indemnification. To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend, and hold The Center, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees (collectively, "Indemnitees") free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies (including, without limitation, interest, penalties, attorneys' fees, and costs) arising out of or connected with: (a) any breach by Subcontractor of any representation, warranty, covenant, or other obligation contained in this Agreement; (b) the performance by Subcontractor of the Services; or (c) any act or omission of any sub-subcontractor of any tier, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the Services. Subcontractor's duty of indemnity under this Article 4 shall not be limited by the types or amounts of Insurance maintained by Subcontractor or Subcontractor's sub-subcontractors of any tier. Subcontractor acknowledges and agrees that The Center may offset the amount of any indemnification payment due pursuant to this Article 4 against any amounts otherwise due and payable to Subcontractor in connection with this Agreement including but not limited to amounts otherwise due and payable under Section 2.01. The provisions of this Article 4 shall survive the expiration or earlier termination of this Agreement.

4.02. Indemnification – Patent and Intellectual Property. Subcontractor shall indemnify, defend, and hold harmless the Center and the Funder from and against any and all suits, actions, legal, or administrative

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proceedings, claims, allegations, causes of action, demands, damages, liabilities, interest, attorneys' fees, costs, expenses, and losses of any kind or nature to the extent arising from any concepts, products, designs, equipment, materials, processes, copyrighted materials, or confidential information furnished by Subcontractor under this Agreement that is alleged to or actually infringes any patent or copyrighted material or is claimed to be or determined to be a theft of trade secrets. If use of any part of such concept, product, design, equipment, material, process, copyrighted material, or confidential information is limited or prohibited, Subcontractor shall, at its sole expense, procure the necessary licenses to use the infringing concept, product, design, equipment, material, process, copyrighted material or confidential information or, with prior written approval from the Center or Funder, replace it with substantially equal but non-infringing concepts, products, designs, equipment, materials, processes, copyrighted material, or confidential information, provided:

(a) any substituted or modified concepts, products, designs, equipment, materials, processes, copyrighted material, or confidential information shall meet all the requirements and be subject to all the provisions of this Subcontract; and

(b) any replacement or modification shall not modify or relieve Subcontractor of its obligations under this Agreement.

The foregoing obligation shall not apply to any concept, product, design, equipment, material, process, copyrighted material, or confidential information that has been furnished in writing by the Center or Funder to Subcontractor.

5. NONDISCRIMINATION

5.01. Subcontractor agrees that Subcontractor and its employees, agents, and sub-subcontractors of any tier, if any, shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances, and shall not unlawfully discriminate, harass, or allow harassment against any of its employees or applicants for employment, any employees or agents of The Center, or any recipient of Services contemplated to be provided or provided under this Agreement, based on race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, gender, sexual orientation, age, medical condition (including HIV and AIDS), or physical or mental disability. Subcontractor shall ensure that the evaluation and treatment of employees and applicants for employment, The Center employees and agents, and recipients of Services are free from such discrimination and harassment.

5.02. Subcontractor represents that is in compliance with and covenants that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*), the Fair Employment and Housing Act (Government Code § 12900 *et seq.*), and regulations and guidelines issued pursuant thereto.

5.03. Subcontractor agrees to compile data, maintain records, post required notices, and submit reports, to evidence compliance with or permit effective enforcement of laws and this Article 5, and shall upon request by The Center provide evidence of compliance with this Article 5.

5.04. Subcontractor shall include the complete terms of this Article 5 in all sub-subcontracts of any tier arising out of or related to this Agreement.

6. TERMINATION OF AGREEMENT

6.01. Termination for Convenience. The Center may, upon ten (10) days' prior written notice to Subcontractor, terminate this Agreement for any reason or for no reason. The Center will incur no liability to

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Subcontractor by reason of termination pursuant to this Section 6.01; provided, however, that Subcontractor may be paid, in accordance with the payment procedures and requirements of this Agreement including Section 2.01 of this **Attachment 1**, for Services satisfactorily performed prior to the termination date and approved by The Center. In the event of termination under this Section 6.01, Subcontractor shall not be entitled to payment, including any overhead and/or profit, for Services not performed.

6.02. Termination on Occurrence of Stated Events. This Agreement will terminate automatically on the occurrence of any of the following events:

(a) Default under Section 6.03; or
(b) Disability or death of Subcontractor; or
(c) Expiration or earlier termination of the Prime Contract.

Notwithstanding any contrary provision in this Agreement, if The Center determines that it has not received or will not receive any portion of anticipated funding for this Agreement, then The Center may in its sole discretion, upon five (5) business days' prior notice to Subcontractor and without any liability to Subcontractor (a) revise the scope of the Services, or (b) terminate this Agreement.

6.03. Termination for Default.

(a) Subcontractor Default. If Subcontractor defaults in the performance of any of its obligations under this Agreement or materially breaches any provision of the Agreement, The Center may terminate this Agreement, after providing to Subcontractor five (5) business days' notice of the default or breach and Subcontractor's failure to completely cure the default or breach within such five (5)-business day time period. Termination will take effect upon communication of the notice of termination in accordance with Section 8.04.

(b) The Center Default. If The Center defaults in its obligation to pay any approved amount due to Subcontractor under Section 2.01 within thirty (30) days following the date such payment is due, Subcontractor may terminate this Agreement by fifteen (15) days' prior written notice to The Center; provided, however, that if The Center pays the amount due within such fifteen (15)-day period, the Agreement shall continue in full force and effect as if no such default had occurred.

7. CONFIDENTIALITY

7.01. Definitions. For purposes of this Agreement:

(a) "Confidential Information" means all non-public or proprietary information disclosed before, on, or after the Effective Date, by The Center to Subcontractor, or deliverables provided by Subcontractor to The Center hereunder, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," including, without limitation: research, plans, or other information regarding The Center's or Subcontractor's program and operations, lists of Affiliates (defined in Section 7.01(b) below), identities of Affiliates, software, developments, inventions, processes, formulas, technology, designs, drawings, marketing, finances, or other business information; and

(b) "Affiliates" means, for purposes of this Article 7 and with respect to The Center, any partners, investors, donors, or third-party providers of goods or services to The Center, or any third parties to whom The Center provides goods or services.

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7.02. Confidentiality Obligations. At all times during the Term and thereafter, Subcontractor will: (a) use best efforts to protect and safeguard the confidentiality of all Confidential Information, (b) not access or use any Confidential Information, or cause or permit Confidential Information to be accessed or used, for any purpose other than in connection with compliance with this Agreement, (c) not disclose or cause or permit Confidential Information to be disclosed in any manner (except as may be required by law or pursuant to court order, provided that such disclosure does not exceed the extent of disclosure required by such law or court order), directly or indirectly, to any third person or entity, (d) immediately notify The Center of any breach of this Section 7.02 including without limitation unauthorized disclosure of Confidential Information, and (e) fully cooperate in any effort undertaken by The Center to enforce its rights under this Section 7.02. On the expiration or earlier termination of this Agreement, Subcontractor will promptly return to The Center all Confidential Information in its possession.

7.03. Compliance with FAR 52.203-19. Notwithstanding the foregoing provisions of this Article 7 or anything contained in this Agreement to the contrary, the parties shall fully comply with the requirements of FAR 52.203-19, which implements Section 743 of the *Consolidated and Further Continuing Appropriations Act of 2015*, Pub. L. 113-235 (Dec. 6, 2014). As a result, nothing contained in this Article 7 or its subparts is intended, or should be interpreted or construed, to prevent Subcontractor or the Center's employees and/or subcontractors from reporting instances of waste, fraud or abuse on a federal contract, in accordance with FAR 52.203-19(b).

7.04. Subcontractors. The terms of this Article 7 shall extend to and bind Subcontractor's employees, agents, sub-subcontractors of any tier, and partners.

8. GENERAL PROVISIONS

8.01. Survival. The terms and conditions of Section 1.02 (Status of Subcontractor), Section 1.07 (Payment of Taxes), Article 3 (Representations, Warranties, and Covenants of Subcontractor), Article 4 (Indemnity), Article 7 (Confidentiality), and this Article 8 (General Provisions), of **Attachment 1,** will survive the expiration or earlier termination of this Agreement.

8.02. Assignment. Subcontractor may not assign any of its rights, or delegate or subcontract any of its obligations, under this Agreement without the prior written consent of The Center. Any assignment or delegation in violation of the foregoing will be deemed null and void. Subject to the limitations contained in this Section 8.02, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties and their respective successors and permitted assigns.

8.03. Force Majeure. Notwithstanding any provision of this Agreement to the contrary, in the event that performance by either party of any obligation under this Agreement is prevented, restricted, delayed, or interrupted by reason of any circumstance beyond the reasonable control and without the fault or negligence of the party affected, and which circumstance could not have been reasonably foreseen by said party, then upon prompt notice to the other party the affected party will be excused from performance to the extent and for the duration of such prevention, restriction, delay, or interruption. For avoidance of doubt, such circumstances shall not include the following (this is not intended to be a complete list): economic hardship; inability to obtain or delayed availability of sufficient labor or materials, unless due to an industry-wide materials shortage or labor strike; changes in market conditions; or non-catastrophic climatic conditions and geological events.

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8.04. Notices. Any notices, consents, waivers, and other communications hereunder must be in a writing and may be effected by: (a) personal delivery, (b) mail, registered or certified, postage prepaid with return receipt requested, or (c) electronic transmission ("e-mail") that provides for proof of receipt, to the parties at the addresses appearing below the parties' signature blocks to this Agreement. Either party may change such addresses by giving written notice to the other party in accordance with this Section 8.04. Notices delivered personally will be deemed communicated upon receipt; mailed notices will be deemed communicated as of the earlier of the day of receipt or the third (3rd) day after mailing; and e-mailed notices will be deemed communicated as of the time shown on the proof of receipt.

8.05. Amendments. No amendment to or modification of this Agreement will be effective unless it is in writing, identified as an amendment to or modification of this Agreement, and signed by the parties hereto.

8.06. Entire Agreement of the Parties. This Agreement, together with the attachments hereto, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous understandings, agreements, representations, and warranties, whether oral or written, with respect to such subject matter.

8.07. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction or arbitrator to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

8.08. Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' 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 that party may be entitled.

8.09. Personnel and Work Rules. Subcontractor shall employ only competent, skilled, and properly trained personnel to perform the Services, and shall remove any Subcontractor personnel determined to be unfit for duty or to be acting in violation of any provision of this Agreement or the Prime Contract. In the event any Subcontractor personnel is removed pursuant to this provision, Subcontractor shall promptly replace such individual with another who is fully competent, skilled, and properly trained to perform the Services.

8.10. Equal Opportunity / Anti-Discrimination. The Center is an equal opportunity employer. Subcontractor represents it is currently in compliance with and shall continue to comply with all federal, state, and local laws and regulations applicable to the Services. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*); The Rehabilitation Act of 1973 (29 U.S.C. § 701 *et seq.*), including but not limited to Sections 503 and 504; and the Fair Employment and Housing Act (Cal. Gov. Code § 12900 *et seq.*). Subcontractor shall not discriminate against any sub-subcontractor of any tier, employee, or applicant for employment, based on age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, marital status, or any other characteristic contained in the foregoing provisions, laws and regulations as they currently exist or may be amended from time to time.

8.11. Immigration Laws. Subcontractor shall comply with immigration laws of the United States relating to Subcontractor's employees and other personnel performing any portion of the Services. Subcontractor certifies that all such personnel shall be authorized by law to work in the United States and have presented documentation to Subcontractor that establishes both identity and work authorization in accordance with applicable immigration laws and regulations.

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8.12. Wage and Hour Regulations. At its sole cost and expense, Subcontractor shall comply with all wage and hour laws, rules, and regulations applicable to the Services, including but not limited to The Fair Labor Standards Act, and applicable state or local statutory or regulatory provisions, wage orders, ordinances, and determinations. Upon request by The Center, Subcontractor shall provide Personnel Activity Reports, certified payroll reports, timecards, or other certifications to verify Subcontractor's compliance with this Section and applicable law.

8.13. Uniform Guidance Procurement Standards. Subcontractor shall comply with all applicable procurement standards set forth at 2 C.F.R. § 200 *et seq*.

8.14. Licenses, Registration, Representations and Certifications. At all times, Subcontractor shall be properly registered and licensed to conduct business in the jurisdiction where the Services are to be performed and shall, upon request by The Center, demonstrate that it is not subject to any debarment lists and is registered through the System for Award Management (SAM.gov) portal, and shall at its sole expense provide to The Center upon request any necessary representations and certifications, including, without limitation, as requested by The Center, to demonstrate compliance with this Section.

8.15. Subcontractor Policies and Procedures. Upon request by The Center at any time, Subcontractor shall produce a copy of its employee handbook, policies, and procedures demonstrating implementation and compliance with rules and regulations applicable to the Services.

8.16. Further Assurances. Upon request by The Center at any time, Subcontractor shall provide further assurances including documentation, certification, or other writing requested by The Center, confirming its compliance with applicable laws, rules, and regulations, the Prime Contract, and this Agreement.

8.17. Safety. Subcontractor will obtain and utilize all safety equipment required by law or reasonably necessary for the provision of the Services, including without limitation personal protective equipment, the expense of which safety equipment shall be borne by Subcontractor. Subcontractor will comply with all applicable provisions of OSHA regulations and industry standards. Additionally, Subcontractor and Subcontractor employees shall comply with The Center's safety rules, plans, and procedures applicable to performance of the Services. Subcontractor will provide to The Center a safety plan ("Safety Plan") upon demand by the Center. The Safety Plan will include the following: safety training required for Subcontractor's employees; emergency training required for Subcontractor's employees; procedures for reporting and mitigating hazards and accidents in the Services work area; experience modification rate; the North American Industrial Classification System (NAICS) code of Subcontractor, as well as the NAICS national average rate for incidents in the code of Subcontractor, Subcontractor's OSHA recordable incident rate, including total case incident rate and lost day rate; and acknowledgement that Subcontractor and/or Subcontractor's employee may be removed at The Center's discretion for violation of The Center's safety policies and procedures.

8.18. Governing Law, Jurisdiction, and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction than the State of California. Subject to the Dispute Resolution Provisions set forth in **Attachment 5**, any action or proceeding by either of the parties to enforce this Agreement shall be brought only in any state or federal court located in the City and County of Sacramento, California. The parties irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

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8.19. Dispute Resolution. Any claim, dispute, or other matter arising out of or related to this Agreement (a "Dispute") shall be subject to resolution pursuant to the Dispute Resolution Provisions set forth in **Attachment 5** attached hereto and incorporated herein.

8.20. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original (including copies sent to a party by facsimile or email transmission) as against the party signing such counterpart, but which together will constitute one and the same instrument.

8.21. Headings. The section headings contained in this Agreement are for convenience only and shall not in any way be deemed to limit, construe, alter, or otherwise affect the meaning or interpretation of any section.

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ATTACHMENT 2
Scope of Services

The purpose of this project is to develop of enhance the behavioral health telehealth infrastructure of organizations providing mental health or substance use disorder services and address the needs of individuals with substance use disorders, and/or serious mental illness. or with serious emotional disturbances.

Required	Task	Deliverable	Timeframe
✓ **Required for all Subrecipients**	Complete subrecipient grant program onboarding	Webinar attendance	December 2021
✓ **Required for all Subrecipients**	Administrative Requirements including submission of narrative and budget reports that address progress toward meeting desired outcomes indicated in the grant application.	1. Progress Report 2. Final Report	March 30, 2022 November 30, 2022
✓	<u>Equipment</u> Increase telehealth infrastructure for behavioral health services indicated in the approved budget for equipment enhancements including one or more of the following: · equipment, electronic accessories, software, and furniture.	· Equipment purchased · Equipment tagged · Equipment Disposition	Effective start date – November 30, 2022
Not applicable.	<u>Training</u> Complete provider focused telehealth training as indicated in the grant application and approved budget.	Verification of training completion by staff. Verification may include certificates of completion and receipts.	Effective start date – November 30, 2022
Not applicable.	<u>IT Support</u> IT Support for software and equipment installation, technical trouble shooting, and learning related to Telehealth.	Receipt for services	Effective start date – November 30, 2022

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ATTACHMENT 3
Budget
MAT SOR 2 CVT

Applicant Organization: Mariposa County Health and Human Services

Site Name: Mariposa County Health and Human Services

SUD or MH Opportunity: Coronavirus Response and Relief Supplemental Appropriations Act Telehealth Expansion Project SUD Opportunity

		Requested Budget
Telehealth Infrastructure		
1	Zoom Full Subscription Licenses x5 - 1 per user	$1,000.00
2	Zoom Full Subscription Licenses within InSync x5 - 1 per user	$2,340.00
3	InSync Licensing Fees x10 - 1 per user	$16,055.00
4	Webcams x20 - 1 per user	$600.00
5	Verizon Contract Apple Cellphone x10 - 1 per user	$4,200.00
6	Hexnode MDM Enterprise Monthly Subscription x10 - 1 per user	$336.00
7	Microsoft Office 365 G3 GCC Licenses x10 - 1 per user	$2,400.00
8	Telequality Communications Internet Subscription	$30.00
9	Palo Alto Network Internet Subscription	$65.04
10	Hewlett Packard Enterprise Nimble Storage Solutions	$53.04
11	VMware VSphere Internet Subscription	$45.00
12	Ruckus Wireless Access Point Internet Subscription	$45.00
13	Symantec Antivirus Endpoint Protection Internet Subscription	$84.00
14	Arconis Internet Subscription	$93.96
15	DBL Associates Internet Subscription	$35.04
16	Sierra Telephone Telecommunications Subscription	$42.96
17		
18		
	Total Requested Budget	$27,425.04

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THE CENTER
BUDGET JUSTIFICATION

For each line item allocated in the Excel budget, please describe below how the funds were calculated and how they will be used for the project.

Organization/Site Name: Mariposa County Health and Human Services/Health Division
SUD/MH Opportunity: MH Opportunity Coronavirus Response and Relief Supplemental Appropriations Act Telehealth Expansion Project

Telehealth Line Item 1: Zoom Full Subscription Licenses x5

$200.00/year x 5 users = $1,000.00

Video conferencing platform that offers HIPAA compliant virtual meeting rooms.

Telehealth Line Item 2: Zoom Full Subscription Licenses within InSync x5

$39.00/month per provider x 5 providers = $195.00

$195.00 x 12 months = $2,340.00/year

InSync Health Care Solutions manages the Mariposa County Behavioral Health electronic health record. InSync offers Zoom Full Subscription Licenses through contract.

Telehealth Line Item 3: InSync User Licensing Fees x5

$3,211.00/user x 5 users = $16,055.00

InSync Health Care Solutions cost for 3rd party vendor licensing fees.

Telehealth Line Item 4: Webcams x20 - 1 per user

$30.00/webcam x 20 = $600.00

Webcams are used by staff to render telehealth services.

Telehealth Line Item 5: Verizon Contract Apple Cellphones x10 - 1 per user

$34.00/user + $1.00 Upgrade Fee = $35.00

$35.00 x 12 months = $420.00

$420.00 x 10 users = $4,200.00

Mariposa County is in contract with the wireless network provider Verizon to supply 1 cellphone per 1 user.

Telehealth Line Item 6: Hexnode MDM Enterprise Yearly Subscription x10 - 1 per user

$2.80/month x 10 users = $28.00

$28.00/month x 12 months = $336.00 per year

Hexnode MDM Enterprise is a cellphone application that manage, track, and encrypt mobile devices.

Telehealth Line Item 7: Microsoft Office 365 G3 GCC Licenses x10 - 1 per user

$20.00/month x 10 users = $200.00

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$200.00 x 12 months = $2,400.00

Each user requires a Microsoft Office license for county communications and collaboration.

Telehealth Line Item 8: Telequality Communications

$2.50/month x 12 months = $30.00 per year

Provides quality telecommunications and network connectivity products and services to rural healthcare facilities in America.

Telehealth Line Item 9: Palo Alto Networks

$5.42/month x 12 months = $65.04 per year

Palo Alto is a network firewall that protects cloud systems, and safeguards networks, with high performance threat detection.

Telehealth Line Item 10: Hewlett Packard Enterprise Nimble Storage Solutions

$4.42/month x 12 months = $53.04 per year

Nimble Storage Solutions is a storage infrastructure that maintains critical data and cloud-based protection.

Telehealth Line Item 11: VMware VSphere

$3.75/month x 12 months = $45.00 per year

Server Virtualization Software that helps the overall efficiency of county servers. This means faster computer processing and more streamlined workflows for employees.

Telehealth Line Item 12: Ruckus Wireless Access Internet Subscription

$3.75/month x 12 months = $45.00 per year

Ruckus is a wireless access point that helps improve indoor and outdoor wireless connectivity for mobile devices. Ruckus Internet Subscription funds wireless access points at a cost of $405.00 per year for the Mental Health department.

Telehealth Line Item 13: Symantec Antivirus

$7/month x 12 months = $84.00 per year

Symantec provides anti-virus, anti-malware, firewall protection, and intrusion protection for Behavioral Health Services computers.

Telehealth Line Item 14: Acronis Cyber Protect

$7.83/month x 12 months = $93.96 per year

Acronis is a data protection and cybersecurity application along with back up and recovery for electronic systems.

Telehealth Line Item 15: DBL Associates

$2.92/month x 12 months = $35.04 per year

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Mariposa County funds DBL Associates to assist and program county systems to optimize communication frameworks.

Telehealth Line Item 16: Sierra Telephone Telecommunications Subscription

$3.58/month x 12 months = $42.96 per year

Sierra Tel is the premier Internet service provider throughout Eastern Madera and Mariposa counties. Mariposa County utilizes their telephone and internet services to render telehealth services.

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ATTACHMENT 4

Insurance Requirements

1. **INSURANCE.** Subcontractor shall, at Subcontractor's sole cost and expense and with insurers reasonably approved by The Center with respect to any policy required hereunder, maintain in full force and effect for the entire term of this Agreement the following types of insurance:
   a. **Commercial General Liability Insurance.** Subcontractor shall procure and maintain Commercial General Liability insurance written on an occurrence basis (Insurance Services Office, Form CG 00 01 or equivalent), limits of at least $1,000,000 per occurrence and at least $2,000,000 products/completed operations with a $2,000,000 general aggregate limit. Subcontractor shall not provide general liability insurance under any Claims Made General Liability form and will require The Center's approval if Subcontractor's General Liability policy contains a deductible greater than $25,000. The General Liability Insurance policy must expressly cover, without limitation, all liability to third parties arising out of or related to Subcontractor's services or other activities associated with this Agreement, including, without limitation, Subcontractor's obligations under the Indemnification section set forth in Article 4 of **Attachment 1**.
   b. **Additional Insureds added to General Liability Policy.** Sierra Health Foundation: Center for Health Program Management, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees shall be added as Insureds ("Additional Insureds") under each commercial general liability policy identified in the preceding paragraph above. Specifically, the policy shall include a combination of ISO forms CG2010 10/04 and CG 2037 10/04 or is equivalent. Furthermore, the policy shall apply as primary insurance and that any other insurance coverage carried by or otherwise available to an "Additional Insured" will be excess only and will not contribute with this insurance.
   c. **Professional E&O Insurance.** Subcontractor shall procure and maintain, for a period of five (5) years following completion of this Agreement, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than $1,000,000 per claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Subcontractor in this Agreement.
   d. **Improper Sexual Contact and Physical Abuse Insurance.** Subcontractor shall procure and maintain Sexual Abuse/Physical Abuse insurance coverage in an amount not less than $1,000,000 per claim. The date of the inception of the policy must be no later than the first date of the anticipated work under this Agreement. It shall provide coverage for the duration of this Agreement and shall be maintained twenty-four (24) months after expiration or earlier termination of this Agreement.
   e. **Workers Compensation Insurance.** Subcontractor shall procure and maintain Workers Compensation Insurance with minimum limits of $1,000,000 each for bodily injury by accident (per accident per person), bodily injury by disease (policy limit) and bodily injury by disease (each employee). Subcontractor must maintain such a policy and provide The Center with a certificate of insurance that includes a waiver of subrogation endorsement.
   f. **Automobile Insurance.** Subcontractor shall procure and maintain Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles, with minimum limits of $1,000,000 combined single limit per occurrence; such coverage must be for (A) "any auto" or (B) "all owned autos, hired autos and non-owned autos". Furthermore, in the event that ten or more passengers are to be transported in any one such motor vehicle, the operator will also hold a State of California Class B driver's license and the Subcontractor must possess automobile liability insurance in the amount of $5,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be

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obtained and made effective upon the delivery date of any motor vehicle reimbursed with grant funds made available under this Agreement. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned vehicles. Subcontractor agrees to include an Additional Insured Endorsement naming Sierra Health Foundation: Center for Health Program Management, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees as additional insureds under ISO form CA 2048 or equivalent. Subcontractor will, as soon as practicable, furnish a copy of the certificate of insurance to The Center. The certificate of insurance will identify The Center contract number referenced on the signature page hereto.

g. **Cyber liability insurance**, including first-party costs, due to an electronic breach that compromises Subcontractor's confidential data shall have a minimum limit per occurrence of $1,000,000. Claims made coverage is acceptable. Such coverage must include:
    - Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract.
    - Administrative expenses for forensic expenses and legal services.
    - Crisis management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses.
    - Identity event service expenses for identity theft education, assistance, credit file monitoring to mitigate effects of personal identity event, post event services.

    The date of the inception of the policy must be no later than the first date of the anticipated work under this Agreement. It shall provide coverage for the duration of this Agreement and shall be maintained twenty-four (24) months after expiration of this Agreement.

h. **General Insurance Provisions.** Subcontractor agrees 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 on an annual basis. Subcontractor's general liability, auto liability and Professional insurance must be issued by responsible insurance companies, maintaining an A.M. Best's Rating of A-VI or better. Upon failure of Subcontractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of The Center, may be suspended, discontinued or terminated. Failure of Subcontractor to purchase and/or maintain any required insurance shall not relieve Subcontractor from any liability or indemnification under the Agreement.

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ATTACHMENT 5

Dispute Resolution Provisions

Any Dispute directly or indirectly involving the Funder shall be subject to resolution pursuant to the dispute resolution provisions of the Prime Contract. In addition, Disputes between The Center and Subcontractor that involve other third parties shall be governed, at the sole option of The Center, by the dispute resolution provisions applicable to the dispute as between The Center and such third parties. In the event of a Dispute between the parties to this Agreement that does not directly or indirectly involve the Funder, or such other third parties as to which The Center elects not to so employ the dispute resolution provisions unique to such third-party disputes, the following provisions of this **Attachment 5** shall govern resolution of the Dispute.

a) Meet and Confer. In the event of any Dispute, a party shall first send written notice of the Dispute to the other party (a "Dispute Notice"). The parties shall first attempt to meet and confer in good faith to resolve by negotiation and consultation any Dispute set forth in the Dispute Notice. If a Dispute is not resolved within fifteen (15) business days after one party delivers the Dispute Notice to the other party, whether or not the parties (and/or their authorized representatives) meet and confer, either party may proceed pursuant to the procedures set forth below in this **Attachment 5**.

b) Procedure. The Dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638, as modified by the provisions of this **Attachment 5**, and any subsequent provisions mutually agreed upon in writing by the parties. Any variations from the statutory reference procedures set forth herein shall be deemed to be a stipulation by the parties to such revised procedures. Should any court or referee determine that the procedures set forth herein violate any statute, case law, rule or regulation, the terms of such statute, case law, rule or regulation shall control and govern.

c) Commencement. The general reference proceeding shall be commenced by a request or a motion filed with the Presiding Judge of the Superior Court of the County of Sacramento, State of California ("Court"). Except to the extent modified herein, the reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code.

d) Referee. The referee appointed by the Court shall be a retired judge who has served at least five (5) years in the courts of the State of California. The Court shall appoint only one referee. Subject to the award of fees and costs to the prevailing party in the general reference, The Center on the one hand, and Subcontractor, on the other hand, shall pay one-half (1/2) of the expenses of the general reference at the rate set by the Court pursuant to Code of Civil Procedure Sections 645.1 and 1023. In no event shall either The Center or Subcontractor be liable to the other for consequential, speculative, or punitive damages, and the referee shall not have the power to award such damages. The referee shall not have the right to convene a jury to be the trier of fact of any controversy hereunder. TO THE EXTENT PERMITTED BY LAW ALL PARTIES HERETO HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.

e) Location of References. All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.

f) Provisional Relief. Any party may, without waiving the right to general reference, prior to the time a referee is appointed by the Court, apply directly to the Court for provisional relief including, but not limited to, the filing of a complaint for the purpose of recording a lis pendens, attachment,

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receivership, injunction and motions to expunge a lis pendens. At such time as the Court has appointed a referee, the Court may transfer any such proceeding for provisional relief to the referee for disposition.

g) Discovery. Within twenty (20) days after appointment of the referee, each of The Center and Subcontractor shall serve on the other party all documents relevant to the Dispute and all documents that the party intends to offer as evidence during the reference proceedings. Each party shall be entitled to take one discovery deposition of each other party, to take three non-party depositions, and to propound twenty-five (25) special interrogatories pursuant to Code of Civil Procedure Section 2030.030. The parties shall provide to the referee and to all other parties, within forty-five (45) days after appointment of the referee, a list of expert witnesses who will provide opinion testimony. The parties shall be entitled to depose any designated expert prior to the commencement of the hearing. The referee shall resolve any discovery disputes between the parties. The general reference hearing must commence within three (3) months after appointment of the referee. The referee shall report his or her findings to the Court in the form of a statement of decision within twenty (20) days after the close of testimony, pursuant to Code of Civil Procedure Section 643. The Court shall enter judgment based upon the statement of decision.

h) Costs and Expenses. The referee shall be authorized to award costs of the general reference, including, without limitation, attorneys' fees, expert fees, and fees assessed by the referee, to the prevailing party. The referee shall also be authorized to order other provisional and equitable remedies.

NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE SUBJECT TO THE GENERAL REFERENCE PROCEEDING PROVISIONS SET FORTH IN THIS ATTACHMENT 5 HEARD BEFORE A REFEREE AND NOT A JUDGE, AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR BEFORE A JURY. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP SOME OF YOUR RIGHTS TO DISCOVERY, BUT WILL RETAIN YOUR RIGHTS OF APPEAL. IF YOU REFUSE TO SUBMIT TO GENERAL REFERENCE PROCEEDING AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO PARTICIPATE IN THE GENERAL REFERENCE PROCEEDING UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS GENERAL REFERENCE PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING PROVISION AND VOLUNTARILY AGREE TO SUBMIT DISPUTES, OTHER THAN THOSE EXPRESSLY EXCLUDED ABOVE, TO A GENERAL REFERENCE PROCEEDING BEFORE A REFEREE, RATHER THAN A COURT OR JURY PROCEEDING.

_____ Initials (The Center) _____ Initials (Subcontractor)

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ATTACHMENT 6

Certification Regarding Debarment and Suspension

Subcontractor agrees to comply with 5 U.S.C. §§ 1501-1508, 31 U.S.C. §1352 and 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services if Subcontractor is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify to the best of my (our) knowledge and belief, that Subcontractor named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not within a three (3)-year period preceding this proposal 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) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;

4. Have not within a three (3)-year period preceding this application/proposal/Agreement had one or more public transactions (federal, state, or local) terminated for cause or default;

5. Shall notify The Center within ten (10) days of receipt of notification that Subcontractor is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction;

6. Shall obtain a certification regarding debarment and suspension from any of its sub-subcontractors who will be performing Services that are funded in any part through this Agreement; and

7. Hereby agree to terminate immediately any sub-subcontractor's services that will be/are funded through this Agreement, upon discovery that the sub-subcontractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

Subcontractor: _____

BY: _____ DATE: _____

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ATTACHMENT 7

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subcontractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Subcontractor's Authorized Official

Shannon Gadd Director, Mariposa County Health & Human Services Agenc

Name and Title of Subcontractor's Authorized Official

_____

Date

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ATTACHMENT 8

Schedule of Federal Funds

There are Federal funds in this contract. Subcontractor is a subrecipient. Federal funding details for this contract are as follows:

Catalog of Federal Domestic Assistance (CFDA) Title	CFDA#	Award Name and Federal Award Identification Number (FAIN)	Award Year	Federal Awarding Agency	Funding Amount
Coronavirus Response and Relief Supplemental Appropriations Act; Block Grants for Prevention and Treatment of Substance Abuse	93.959	B08TI083527	2021	SAMSHA	**$27,425.04**

Total Federal Funds in this contract: **$27,425.04**

Were funds awarded for research and development activities? No

Subcontractor's (Subrecipient's) DUNS Number is: **071859607**

Subcontractor shall comply with all Federal requirements including OMB requirements for Single Audits, in addition to The Center audit requirements for the purposes of contract monitoring as stated in this Agreement, as applicable.

At the sole discretion of The Center, the dollar amount payable under each Federal Funder in above may be changed upon written notice from The Center to Subcontractor so long as payments do not exceed the maximum total payment amount in accordance with this agreement.

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ATTACHMENT 9

Personally Identifiable Information

(When required as indicated in the Attachment checkboxes on page 2.)

Personally Identifiable Information. Subcontractor must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information (PII), as defined by federal law, including, but not limited to, in 2 C.F.R. 200.79 and 2 C.F.R. 200.82, and other information designated as sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

Protected PII is as defined by federal law and includes, as an example only, an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

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ATTACHMENT 10

Confidentiality

Subcontractor acknowledges and agrees that Subcontractor will collect, access, use, and maintain confidential, personal, private, and/or sensitive information in the course of performance of the Services. In addition to and notwithstanding or in lieu of the provisions of Section 7 (Confidentiality) of Attachment 1 to the Agreement, Subcontractor agrees to comply with the provisions of this Attachment 10 as follows:

1. Sensitive Information. For purposes of this Agreement, "Sensitive Information" shall mean any information, including data deemed confidential, personal or private for which loss, alteration, misuse or disclosure could adversely affect the interests of the individual.

2. Confidentiality Obligations. At all times during the Term and thereafter, Subcontractor will: (a) use all commercially reasonable means to protect and safeguard the confidentiality of all Sensitive Information; (b) not collect, access, use, or retain any Sensitive Information, or cause or permit Sensitive Information to be collected, accessed, used, or retained, for any purpose other than as required in connection with Subcontractor's performance of the Services; (c) not publish, transfer, sell, or otherwise disclose or cause or permit disclosure of Sensitive Information, directly or indirectly, to any third person or entity, except (i) as may be required by law or court order, provided that such disclosure shall not exceed the extent of disclosure required by such law or court order, and Subcontractor shall give immediate prior notice to The Center upon receipt of such order, or (ii) with the prior written consent of the party providing or disclosing the Sensitive Information (d) immediately notify The Center of any breach of the provisions of this Attachment 10, including without limitation any unauthorized disclosure of Sensitive Information; (e) comply with all statutes, ordinances, regulations, and rules, whether state, federal, or local, applicable to Sensitive Information; and (f) fully cooperate in any effort undertaken by The Center to enforce the obligations set forth in this Attachment 10.

3. Reporting. Prior to collecting Sensitive Information from any party to whom Subcontractor or its representatives, agents or subcontractors provides goods or services under or related to the Agreement or the Services or any such party who is seeking or inquiring about such goods or service ("Client"), Subcontractor will obtain from such Client a signed, written consent or other documented and retrievable consent to the collection, handling, transmission, use, and retention of the Sensitive Information by Subcontractor in the course of performance of the Services.

4. Training. Subcontractor represents and warrants that all persons who collect, handle, access, transmit, or maintain Sensitive Information on behalf of Subcontractor during the Term or thereafter will receive prior training and information, which training protocol and information shall be approved in advance by The Center, to enable such persons to fully comply with all applicable statutes, ordinances, regulations, or rules, whether state, federal, or local, regarding the access, collection, use, handling, and transmission of Sensitive Information, and the requirements of this Attachment 10.

5. Obligation to Inform Clients of Rights. Subcontractor will ensure that each person who collects Sensitive Information on behalf of Subcontractor shall fully disclose to each Client the Client's rights under the law and under the terms of this Agreement with respect to Sensitive Information, including without limitation any rights to opt-out of collection, use, disclosure, or retention of Sensitive Information.

6. Designation of Contact Person. Subcontractor shall identify one individual (the "Contact Person") to be responsible for communicating with The Center regarding and ensuring Subcontractor's compliance with the terms of this Attachment 10. However, the Contact Person's performance or nonperformance of his or her duties or responsibilities shall in no way mitigate or lessen Subcontractor's obligations under this Attachment 10. Subcontractor shall provide written notice to The Center of the identity of the Contact Person within

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fourteen (14) days following execution of the Agreement. Subcontractor shall provide five (5) days' prior written notice to The Center of any change in the designated Contact Person.

7. Records; Audit. Subcontractor agrees to maintain and make available to The Center upon request all books, files, and other records relative to Subcontractor's collection, handling, transmission, and use of Sensitive Information, including, but not limited to, the signed consents described in Sections 2 and 3, above. Subcontractor shall permit The Center upon request to audit and examine such books and records for the purpose of monitoring, assessing, and otherwise ensuring Subcontractor's compliance with this Attachment 10. The records produced by Subcontractor for audit and examination shall not include any Sensitive Information. Subcontractor's obligations and responsibilities under this Section 7 are in addition to, and not in lieu of, its obligations and responsibilities set forth in Section 1.09 of Attachment 1 to the Agreement.

8. Notice of Breach or Claim. Subcontractor shall immediately (and in any case no later than within five (5) business days) notify The Center in writing of (a) the discovery of any unauthorized disclosure of Sensitive Information, or (b) the receipt by Subcontractor of knowledge of any claim made regarding the collection, handling, transmission, or use of Sensitive Information.

9. Indemnity. To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend, and hold harmless the Indemnitees from and against all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies (including, without limitation, interest, penalties, attorneys' fees, and costs) arising out of or connected with or relating to any breach or failure to comply by Subcontractor of or with any representation, warranty, covenant, or other obligation set forth in this Attachment 10. Subcontractor's duty of indemnity under this Section 9 shall not be limited by the types or amounts of Insurance maintained by Subcontractor or Subcontractor's sub-subcontractors of any tier. Subcontractor acknowledges and agrees that The Center may offset the amount of any indemnification payment due pursuant to this Section 9 against any amounts otherwise due and payable to Subcontractor in connection with the Agreement including but not limited to amounts due and payable under the Agreement. Subcontractor's obligations and responsibilities under this Section 9 are in addition to, and not in lieu of, its obligations and responsibilities set forth in Section 4 of Attachment 1 to the Agreement.

10. Subcontractors. The terms of this Attachment 10 shall extend to and bind Subcontractor's employees, agents, partners, and sub-subcontractors of any tier.

11. Survival. The provisions of this Attachment 10 shall survive the expiration or earlier termination of this Agreement.

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ATTACHMENT 11

Additional Provisions

The Subcontractor is responsible for flow down requirements from the Funder as described in the prime contract.

F. Data Collection and Performance Measures

1. The Contractor shall collect, or direct its subgrantees to collect, all data elements identified below. These data elements shall be reported by the Contractor to DHCS.

a. Report Metrics

i. Progress Narrative Report – Shall include accomplishments, summary of progress with meeting desired outcomes stated in the application, and summary of barriers and challenges.

ii. Final Narrative Report - Shall include accomplishments, summary of progress with meeting desired outcomes stated in the application, and summary of barriers and challenges encountered throughout the implementation of the BHTEP project. The summary of challenges shall include specific scenarios that arose throughout the contract.

iii. Final Financial Report.

H. Monitoring BHTEP Grantees

1. The Contractor shall develop mechanisms and processes to oversee and monitor the BHTEP to ensure compliance with contractual obligations.

2. Monitoring activities can include virtual onsite visits, desk reviews, etc. The Contractor shall be responsible for conducting a sampling of onsite visits and desk reviews of BHTEP subcontractors to protect against fraud and abuse throughout the term of the contract.

8. Monitoring and Site Inspections

A. The Contractor and/or Subcontractors shall be subject to monitoring by DHCS for compliance with the provisions of this contract. Such monitoring activities shall include, but are not limited to, inspection of the Contractor's and/or Subcontractors' services, procedures, books, and records, as DHCS deems appropriate. DHCS may conduct monitoring activities at any time during the Contractor's and/or Subcontractors' normal business hours.

B. DHCS shall conduct a review of the Contractor's and/or Subcontractors' records to determine if any of the claimed expenditures were an improper use of grant funds.

C. The refusal of the Contractor and/or Subcontractors to permit access to physical facilities and/or inspection of any documents, files, books, or records necessary for DHCS to complete its monitoring and inspection activities constitutes an express and immediate material breach of this contract and will be a sufficient basis to terminate the contract for cause.

9. Subcontractor Non-Compliance

A. If the Subcontractor fails to comply with Federal statutes, regulations, or the terms and conditions of the grant, The Center may impose additional conditions on the sub award, including:

1. Withholding authority to proceed to the next phase until receipt of evidence acceptable performance within a given performance period;
2. Requiring additional or more detailed financial reports;
3. Requiring technical or management assistance; and/or
4. Establishing additional prior approvals.

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B. If The Center determines that the Subcontractor's noncompliance cannot be remedied by imposing additional conditions, The Center may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Contractor.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend the Contract activities or terminate the Contract.
4. Recommend that suspension or debarment proceedings be initiated by the Federal awarding agency.
5. Withhold further Contracts.
6. Take other remedies that may be legally available.

10. Federal Requirements

The Subcontractor shall comply with the following Federal laws:

A. Title VI of the Civil Rights Act of 1964, section 2000d, as amended.

B. Age Discrimination Act of 1975 (45 CFR Part 90).

C. Section 1557 of the Affordable Care Act.

D. Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35).

1. California Government Code section 11135 codifies the protections of Title II of the Americans with Disabilities Act.

E. Section 504 of the Rehabilitation Act of 1973.

F. Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended, and 2 CFR Part 175.

G. Clean Air Act (42 USC 7401 - 7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended.

H. Byrd Anti-Lobbying Amendment (31 USC 1352).

1. The Subcontractor shall certify to The Center 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. The Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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

1. The Contractor shall comply with the regulations set forth in 42 CFR Part 2, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

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Attachment 12

Special Terms and Conditions for Federal Awards

The Subcontractor must comply with flow down requirements from the Funder as described in the prime contract Special Terms and Conditions, notwithstanding provisions 4 g., 5, 6, 16, 17, 18, 23, 24, 30 and 31 which do not apply to this agreement.

The Special Terms and Conditions for Federal Awards can be accessed here:

https://www.shfcenter.org/assets/MAT-SOR2-CVT-Attachment-12-Special-Terms-and-Conditions-for-Federal-Awards.pdf.

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ATTACHMENT 13
CERTIFICATION REGARDING LOBBYING

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractor’s, subcontracts, and contracts under cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

	Shannon Gadd
Name of Contractor	Printed Name of Person Signing for Contractor
Contract Number	Signature of Person Signing for Contractor
	Director, Mariposa County Health & Huma Ser
Date	Title

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ATTACHMENT 14 DISCLOSURE OF LOBBYING ACTIVITIES

Approved 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:
- ☐ a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:
- ☐ a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:
- ☐ a. initial filing
- b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ **Prime** ☐ **Subawardee**
Tier , *if known*:

Congressional District, *if known*:

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:

Congressional District, *if known*:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if applicable*: _____

8. Federal Action Number, *if known*:

9. Award Amount, *if known*:
$

10. a. Name and Address of Lobbying Registrant
(*if individual, last name, first name, MI*):

b. Individuals Performing Services (*including address if different from No. 10a*)
(*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employeeof a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reportin entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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ATTACHMENT 15

Business Associate Agreement

The Business Associate (Subcontractor) and The Center have entered into an agreement pursuant to which Business Associate and The Center have agreed to provide certain services to or on behalf of the Department of Health Care Services (DHCS). The following conditions apply to the extent that performance of the project by Subcontractor results in Subcontractor having access to or gathering Protected Health Information or Personal Information as defined in paragraph 4.1 below:

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement).

2. The term "Agreement" as used in this document refers to and includes both this Business Associate Subcontractor Agreement and the contract to which this Business Associate Subcontractor Agreement is attached as an exhibit, if any.

3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.

4. DHCS intends that The Center and Subcontractor may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.

4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.

5. Subcontractor (however named elsewhere in this Agreement) is the Business Associate of The Center acting on The Center's behalf and provides services or arranges, performs, or assists in the performance of functions or activities on behalf of The Center, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Subcontractor's obligations under this Agreement. Subcontractor and The Center are each a party to this Agreement and are collectively referred to as the "parties."

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. **Permitted Uses and Disclosures of PHI by Subcontractor**. Except as otherwise indicated in this Agreement, Subcontractor may use or disclose PHI only to perform functions, activities or services specified in this

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Agreement on behalf of The Center, provided that such use or disclosure would not violate HIPAA if done by DHCS or The Center.

7.1 **Specific Use and Disclosure Provisions**. Except as otherwise indicated in this Agreement, Subcontractor may use and disclose PHI if necessary, for the proper management and administration of the Subcontractor or to carry out the legal responsibilities of the Subcontractor. Subcontractor may disclose PHI for this purpose if the disclosure is required by law, or the Subcontractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Subcontractor of any instances of which it is aware that the confidentiality of the information has been breached.

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Subcontractor agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Subcontractor is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Subcontractor agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Subcontractor

9.1 **Nondisclosure**. Subcontractor shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

9.2 **Safeguards and Security**.

9.2.1 Subcontractor shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be, at a minimum, at Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.2.2 Subcontractor shall, at a minimum, utilize an industry-recognized security framework when

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selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework as it may be updated from time to time. Examples of industry-recognized security frameworks include but are not limited to

9.2.2.1 NIST SP 800-53 – National Institute of Standards and Technology Special Publication 800-53

9.2.2.2 FedRAMP – Federal Risk and Authorization Management Program

9.2.2.3 PCI – PCI Security Standards Council

9.2.2.4 ISO/ESC 27002 – International Organization for Standardization / International Electrotechnical Commission standard 27002

9.2.2.5 IRS PUB 1075 – Internal Revenue Service Publication 1075

9.2.2.6 HITRUST CSF – HITRUST Common Security Framework

9.2.3 Subcontractor shall maintain, at a minimum, industry standards for transmission and storage of PHI and other confidential information.

9.2.4 Subcontractor shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.2.5 Subcontractor shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.2.6 Subcontractor shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.3 Subcontractor's Agent. Subcontractor shall ensure that any agents, subcontractors, subgrantees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Subcontractor agree to the same restrictions and conditions that apply to Subcontractor with respect to such PHI and/or confidential information.

10. Mitigation of Harmful Effects. Subcontractor shall mitigate, to the extent practicable, any harmful effect that is known to Subcontractor of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. Access to PHI. Subcontractor shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI. Subcontractor shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. Accounting for Disclosures. Subcontractor shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. Compliance with DHCS Obligations. To the extent Subcontractor is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

15. Access to Practices, Books and Records. Subcontractor shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of The Center available to The Center upon reasonable

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request, and to the federal Secretary of Health and Human Services for purposes of determining The Centers' compliance with 45 CFR Part 164, Subpart E.

16. Return or Destroy PHI on Termination; Survival. At termination of this Agreement, if feasible, Subcontractor shall return or destroy all PHI and other confidential information received from, or created or received by the Subcontractor on behalf of, The Center that Subcontractor still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Subcontractor shall notify The Center of the conditions that make the return or destruction infeasible, and The Center and Subcontractor shall determine the terms and conditions under which Subcontractor may retain the PHI. If such return or destruction is not feasible, Subcontractor shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

17. Special Provision for SSA Data. If Subcontractor receives data from or on behalf of The Center or DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Subcontractor shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

18. Breaches and Security Incidents. Subcontractor shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to the Center.

18.1.1 Subcontractor shall notify The Center **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Subcontractor is unable to provide notification by email, then Subcontractor shall provide notice by telephone to The Center.

18.1.2 Subcontractor shall notify The Center **within 24 hours by email** (or by telephone if Subcontractor is unable to email The Center) of the discovery of:

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

18.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4 Potential loss of confidential data affecting this Agreement.

18.1.3 Notice shall be provided to the Program Contract Manager (as applicable).

Subcontractor shall work with The Center to meet The Center's reporting obligations to DHCS. Subcontractor agrees to assist The Center in completing the DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall assist in gathering all information known at the time the incident is reported. The form is available online at http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx.

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Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of PHI, Subcontractor shall take:

18.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

18.2 **Investigation.** Subcontractor shall immediately investigate such security incident or confidential breach.

18.3 **Complete Report.** Subcontractor shall assist The Center in providing a complete report of the investigation to their DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Subcontractor shall make reasonable efforts to assist The Center in providing DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Subcontractor's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Subcontractor's corrective action plan.

18.4 **Notification of Individuals.** If the cause of a breach is attributable to Subcontractor or its agents, Subcontractor shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made.

18.5 **Responsibility for Reporting of Breaches to Entities Other than DHCS.** If the cause of a breach of PHI is attributable to Subcontractor or its agents, Subcontractor is responsible for all required reporting of the breach as required by applicable federal and state law.

18.6 **The Center Contact Information.** To direct communications to the above referenced Center staff, the Subcontractor shall initiate contact as indicated here. The Center reserves the right to make changes to the contact information below by giving written notice to Subcontractor. These changes shall not require an amendment to this Agreement.

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Program Contract Manager
Nora Dunlap

Address:
1321 Garden Highway, Ste. 210
Sacramento, CA 95833

Email: ndunlap@sierrahealth.org

19. **Responsibility of The Center.** The Center agrees to not request the Subcontractor to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

20. Audits, Inspection and Enforcement

20.1 From time to time, The Center may inspect the facilities, systems, books, and records of Subcontractor to monitor compliance with this Agreement. Subcontractor shall promptly remedy any violation of this Agreement and shall certify the same to The Center in writing. Whether or how The Center exercises this provision shall not in any respect relieve Subcontractor of its responsibility to comply with this Agreement.

20.2 If Subcontractor is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Subcontractor shall promptly notify The Center unless it is legally prohibited from doing so.

21. Termination

21.1 **Termination for Cause**. Upon The Center's knowledge of a violation of this Agreement by Subcontractor, The Center may in its discretion:

21.1.1 Provide an opportunity for Subcontractor to cure the violation and terminate this Agreement if Subcontractor does not do so within the time specified by The Center; or

21.1.2 Terminate this Agreement if Subcontractor has violated a material term of this Agreement.

21.2 **Judicial or Administrative Proceedings.** The Center may terminate this Agreement if Subcontractor is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

22. Miscellaneous Provisions

22.1 **Disclaimer**. The Center makes no warranty or representation that compliance by Subcontractor with this Agreement will satisfy Subcontractor's business needs or compliance obligations. Subcontractor is solely responsible for all decisions made by Subcontractor regarding the safeguarding of PHI and other confidential information.

22.2. Amendment

22.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such

Attachment: Sierra Health Foundation Subcontractor Agreement (RES-2022-100 : Approve Subcontractor Agreement with Sierra Health

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amendment of this Agreement shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

22.2.2 Failure by Subcontractor to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

22.3 **Assistance in Litigation or Administrative Proceedings**. Subcontractor shall make itself and its employees and agents available to The Center and DHCS at no cost to The Center or DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against The Center or DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Subcontractor.

22.4 **No Third-Party Beneficiaries**. Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

22.5 **Interpretation**. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

22.6 **No Waiver of Obligations**. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

22.7 **The Center's Business Associate Agreement with DHCS.** Subcontractor has received a copy of the Business Associate Addendum between DHCS and The Center and agrees to the same restrictions and conditions that apply to The Center with respect to such PHI and confidential information covered under that agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Subcontractor	The Center
Date: _____	Date: _____

Attachment: Sierra Health Foundation Subcontractor Agreement (RES-2022-100 : Approve Subcontractor Agreement with Sierra Health

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-101

MEETING: February 8, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Acting Health & Human Services Agency Director

RE: Approve Acceptance of Behavioral Health County and Tribal Planning Grant Funding

---

RECOMMENDATION AND JUSTIFICATION:
Approve acceptance of Behavioral Health County and Tribal Planning Grant funding from the California Department of Health Care Services in the amount not to exceed $150,000; and authorize the Acting Director of Health and Human Services Agency (HHSA) to implement the associated activities.

The California Department of Health Care Services (DHCS) established Behavioral Health Continuum Infrastructure Program (BHCIP) planning grants for county behavioral health agencies and tribal entities across California to expand behavioral health infrastructure capacity, targeting state-level priorities.

For this planning grant, HHSA will collaborate with all internal partners as well as external partners which include CBO's, other county departments, Board Of Supervisors, behavioral health board and others through stakeholder processes. Consultants and experts in particular areas will be hired to help with the following goals:

Goal 1: Explore sites for permanent supportive housing options in the county to house homeless and severely mentally ill clients. Included in this goal would be to provide onsite HHSA services and potential options would include space for offices on site with housing.

Goal 2 Explore current HHSA building capacity issues and needs in all HHSA locations to determine what is needed in order to meet the growing need and expansion all Behavioral Health and Recovery services and programs.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board does not have a prior history with DHCS for this specific initiative.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Without allocation funding from DHCS, our County forgoes a significant opportunity to creating desirable outcomes for targeted population addressed

through BHCIP.

FINANCIAL IMPACT:
There is no impact to the County General Fund.

ATTACHMENTS:
Mariposa_County_HHSA_Notice_of_Award (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

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State of California—Health and Human Services Agency
Department of Health Care Services

MICHELLE BAASS
DIRECTOR

GAVIN NEWSOM
GOVERNOR

January 4, 2022
Re: Behavioral Health County and Tribal Planning Grant Application
Attn: Baljit Hundal

Dear Baljit Hundal:

Thank you for your application submission for the Behavioral Health County and Tribal Planning Grant funding from the Behavioral Health Continuum Infrastructure Program (BHCIP).

Congratulations! This letter serves as your Notice of Award.

The California Department of Health Care Services (DHCS) is pleased to announce that Mariposa County Health and Human Services Agency has been selected to receive funding in the amount of $150,000.00. The award amount is based on your funding request and proposal for the period starting from January 3, 2022 through December 31, 2022. Planning grantees may use any remaining funds for pre-development costs after submission and DHCS approval of an Action Plan.

By completing the following form, you are officially accepting this award: https://app.smartsheet.com/b/form/3a03561e87914fa4827e40157fce7654. Advocates for Human Potential, Inc. (AHP) is the BHCIP Administrative Entity. Please submit the form at the link above no later than 4 p.m. PT January 11, 2021.

The BHCIP team will be hosting an informational webinar on Wednesday, February 16, from 1:00 p.m. to 2:00 p.m. PT to commence project kickoff and review instructions for completing the Statement of Work (SOW). The SOW template will be shared in the coming weeks. Please use the following link to register: Webinar Registration.

If you have questions, please contact the BHCIP team at BHCIP@dhcs.ca.gov.

Sincerely,

DocuSigned by:
Marlies Perez
C595D8936F1F429...

Marlies Perez, Division Chief
Community Services Division
Department of Health Care Services

Attachment: Mariposa_County_HHSA_Notice_of_Award (RES-2022-101 : Approve Acceptance of Behavioral Health County and Tribal Planning

MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

MEETING: February 8, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Acting Health & Human Services Agency Director

RE: Reappointments to the In-Home Supportive Services Advisory Committee

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RECOMMENDATION AND JUSTIFICATION:

Re-Appoint Eva Adams and Mary Wilson to the In-Home Supportive Services Advisory Committee for Four-Year Terms Expiring February 8, 2026. Ms. Adams and Ms. Wilson have both served successfully for 4-year terms and have contributed greatly to the mission and goals of the committee.

This Committee was established by the Board of Supervisors of Mariposa County, California, pursuant to Welfare and Institutions Code § 12301. This Committee shall exercise the powers and authority and assume the responsibilities delegated to it.

The role of the Committee is to (1) submit recommendations to the County Board of Supervisors on the preferred mode or modes of services to be utilized in the County for in-home supportive services, and (2) provide on-going advice and recommendations regarding inhome supportive services to the County Board of Supervisors, any administrative body in the County that is related to the delivery and administration of in-home supportive services, and the governing body and administrative agency of the public authority, nonprofit consortium, contractor, and public employees.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has previously approved recommended appointments to the IHSS Advisory Committee when presented.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

A lack of approval for the re-appointments would mean lesser representation for some of our most vulnerable community members and would cause the committee to show vacancies in the roster.

Agenda Item - No Resolution Requested 2022-7

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

MEETING: February 8, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Acting Health & Human Services Agency Director

RE: Commission on Aging Appointment

RECOMMENDATION AND JUSTIFICATION:
Appoint Donald Fox to an At-Large Position with a Term Expiring February 8, 2026; and Appoint Dayla Reagan-Buell to District 1 Position for the Remainder of an Unexpired Term Ending January 2, 2023 to the Mariposa County Commission on Aging.

Fox was in District I prior to redistricting, he has expressed interest in continuing his work on the Commission on Aging. Due to redistricting, Mr. Fox is now located in District 4 which already has a representative on this committee, therefore Mr. Fox has agreed to be appointed to an at-large position with a four-year term.

Dayla Reagan-Buell is currently serving this commission in the At-Large capacity.

With Don Fox's Appointment to an At-Large Position this leaves District 1 vacant. Ms. Reagan-Buell has expressed an interest in filling this vacancy as a resident of District 1.

The Mariposa County Commission on Aging was established by the Mariposa County Board of Supervisors to provide a better communication arena between seniors and the community. Per the bylaws, each supervisorial district is represented by a member from that district and 5 positions will represent at-large positions. Upon approval of this re-appointment, the seat representing District 1 shall be the only remaining vacancy within this commission.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has historically approved any requests to appoint members to the Commission on Aging.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
This commission will not have representation for one of it's At-Large positions and Mr. Fox will no longer be able to serve representing District 1.

Agenda Item - No Resolution Requested 2022-8

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

HHS/Social Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-102

MEETING: February 8, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Acting Health & Human Services Agency Director

RE: Approve Funding of CalWORKs Housing Support Program

RECOMMENDATION AND JUSTIFICATION:
Approve Certification, Instructions and Funding Conditions to Accept $387,049.00 for the CalWORKs Housing Support Program (HSP) through The California Department of Social Services; and Authorize the Acting Health and Human Services Agency Director to Sign the Certification Document.

Mariposa County has received the HSP allocation since January 1, 2016 and has provided housing-related services to families eligible for CalWORKS. In accordance with All County Welfare Director's Letter titled "CalWORKS Housing Support Program Notice of Funding and Expansion of Eligibility to Include Homelessness Prevention," the California Department of Social Services is requesting a Director's Certification and signature to receive the allocation.

The CalWORKs Housing Support Program, established by Senate Bill (SB) 855 (Chapter 29, Statutes of 2014), is intended to foster housing stability for families experiencing or at-risk of homelessness in the CalWORKs Program.

HSP eligibility has expanded for Fiscal Year 21/22, including expanding eligibility to include those who are at-risk of homelessness, including those who have not yet received an eviction notice and for those where housing instability would be a barrier to self-sufficiency or child well-being.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
RES-2015-421 The Board signed and accepted the first CalWORKs HSP allocation.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Agreement is not approved, Mariposa County will not be able to continue participation in the CalWORKs Housing Support Program which provides necessary funding to ensure individuals experiencing or at-risk of homelessness have stable, safe housing.

FINANCIAL IMPACT:
There is no impact to the General Fund.

ATTACHMENTS:
CalWORKs HSP - Wsignature February 4 2022 (PDF)

REF ID# 12484

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

ATTACHMENT FIVE: DIRECTOR'S CERTIFICATION, INSTRUCTIONS AND FUNDING CONDITIONS

County Welfare Directors shall complete and return this Director's Certification to housing@dss.ca.gov by **January 25th, 2022** Counties interested in establishing regional programs should refer to Attachment Six for additional information.

Counties accepting funds made available to their county as listed in Attachment Four shall complete Section One through Three below. Counties declining all funding for FY 2021-22, including Round 1 planning allocations, shall complete Section One and Four below.

By accepting these funds and signing the certification below, the County Welfare Director agrees to the funding terms and conditions outlined within this letter.

Reminder: This certification is for the FY 2021-22 allocations, as listed in Attachment Four, which includes both Round 1 planning allocations and additional Noncompetitive allocations.

SECTION ONE: CONTACT INFORMATION

a) Name of County: Mariposa County

b) Name and title of contact:
Julianne Sims, Division Director

c) Contact information (phone and email):
(209) 742-0889; jsims@mariposacounty.org

SECTION TWO: FUNDING AMOUNT AND PROGRAM TARGETS

A. FY 2021-22 Allocation: A county may accept the full amount identified within Attachment Four or a portion of these funds. For continuing counties, **Attachment Four allocations are inclusive of initial Round 1 planning allocation amounts in** CFL 21/22-05.

Complete the information below to confirm acknowledgment of Attachment Four allocation amounts and select one of the following acceptance options:

The county hereby acknowledges the total FY 2021-22 allocation in Attachment Four is $387,049 and acknowledges this is inclusive of Round 1 planning allocations for continuing counties.

The county hereby:

- ■ Accepts the **total** allocation amount as listed in Attachment Four
- ☐ Accepts the total allocation amount as listed in Attachment Four AND accepts additional funds, if available, beyond current allocation level **with no limit**

Attachment: CalWORKs HSP - Wsignature February 4 2022 (RES-2022-102 : Approve Funding of CalWORKs Housing Support Program)

ATTACHMENT FIVE: DIRECTOR'S CERTIFICATION, INSTRUCTIONS AND FUNDING CONDITIONS

- ☐ Accepts the total allocation amount as listed in Attachment Four AND accepts additional funds, if available, beyond current allocation level **up to a limit**
  - Specify the total FY 2021-22 allocation the county is able to accept: $_____
- ☐ Accepts **only a portion** of the allocation amount as listed in Attachment Four.
  - Specify the total FY 2021-22 allocation accepted: $_____

B. Expected Participants to Serve

Counties should assess community need, program capacity, and allocation amount accepted under Section One Item A to estimate the total number of unduplicated new and continuing HSP participants expected to be served between July 1, 2021 and June 30, 2024.

Complete all of the following (reference the table in Attachment One for definitions and examples of homelessness versus prevention assistance):

i. Estimated number of families **experiencing homelessness** to receive HSP services: 20

ii. Estimated number of families **at-risk of homelessness** to receive HSP homelessness prevention services: 10

iii. Estimated **TOTAL** number of families to serve in HSP: 30

SECTION THREE: COLLABORATION AND DIRECTOR'S CERTIFICATION OF FUNDING TERMS

A. Collaboration: counties operating an HSP must inform the local homelessness and family services systems of the following information:

- Total allocation available to the county
- Total allocation accepted by the county
- HSP program benefits and eligibility (e.g., Attachment One)
- HSP program requirements as it relates to collaboration with the CoC, CES, and HMIS (e.g., Attachment One)

Examples of partner outreach and communications include but are not limited to sharing the information with partners via an email, sharing at advisory or collaborative meetings, and providing roadshows or presentations to partners.

Relevant agencies and organizations may include the Continuum of Care (CoC), Public Housing Authorities (PHA), housing agencies of incorporated cities, educational and family resource networks, Public Housing Authorities (PHA), behavioral health and child welfare agencies, and other partners critical to local outreach and collaboration.

Attachment: CalWORKs HSP - Wsignature February 4 2022 (RES-2022-102 : Approve Funding of CalWORKs Housing Support Program)

ATTACHMENT FIVE: DIRECTOR'S CERTIFICATION, INSTRUCTIONS AND FUNDING CONDITIONS

■ A copy of the letter(s) or comparable material sent to relevant partner agencies within the community and list of recipients is attached. The county understands that this is a requirement to accept the FY 2021-22 allocations.

B. Conditions of Funding

I, County Welfare Director of Mariposa County, certify that I will:

1) Operate an HSP consistent with relevant laws, regulations, program guidance, and evidence-based practices, including but not limited to:
    a) Welfare and Institutions Code (WIC) Sections 11330-11330.5
    b) All County Letters or similar instruction, including ACWDL dated May 26, 2016: Rapid Rehousing Benchmarks and Program Standards and ACWDL dated May 13, 2021
    c) Housing First requirements as enumerated in WIC Section 8255 and further outlined in ACL 19-114
    d) homelessness prevention services and/or the core components of rapid rehousing.
2) Actively collaborate with local, state, and federal housing, homelessness and health systems in order to make best use of available funding and link participants to necessary services. I understand that information on these collaborations will be requested within program updates. These collaborating entities may include but are not limited to:
    a) Continuums of Care and Coordinated Entry Systems
    b) Behavioral health systems
    c) Public Housing Authorities (PHA)
    d) Educational and family resource networks
3) Collect, track, report and measure relevant program outcomes and engage in continuous data quality improvement, such as:
    a) Enter participants into HMIS.
    b) Submit HSP related program reports, including but not limited to the HSP-14, as specified by CDSS through an ACL or similar instruction.
    c) Participate in formal evaluation efforts which may include executing data sharing agreements with the HMIS administrator.
    d) Set program targets and milestones and report to CDSS on progress at least annually or upon request from CDSS.
4) Engage in training, technical assistance, and continuous quality improvement, including but not limited to:
    a) Program leads attend meetings and trainings required by CDSS.
    b) Respond to requests for program amendments in order to comply with applicable laws and guidance, as determined by CDSS.
    c) Actively engage with technical assistance providers, including those contracted by CDSS, to support program growth, expansion, and improvement by attending meetings and trainings and contributing to technical assistance efforts, such as process mapping, program design, and case conferencing exercises.

Attachment: CalWORKs HSP - Wsignature February 4 2022 (RES-2022-102 : Approve Funding of CalWORKs Housing Support Program)

ATTACHMENT FIVE: DIRECTOR'S CERTIFICATION, INSTRUCTIONS AND FUNDING CONDITIONS

5) Respond to requests for program progress reports, updates, expenditure information, including amount spent on homelessness prevention services, administrative costs, direct services and financial assistance, or program assessments as requested by CDSS, including but not limited to:
    a) For new counties, implementation updates related to program ramp up at least every six months and then annually, after program implementation and until awarded amount is fully spent.
    b) For existing counties, annual implementation updates in accordance with a schedule as determined by CDSS.
    c) For new and existing counties, submit more frequent program updates if determined necessary by CDSS due to program performance.
6) Maximize spending on direct financial assistance and minimize administrative costs in order to ensure that all HSP participants are provided housing assistance and case management.
7) Utilize Emergency Rental Assistance Program/California COVID-19 Rent Relief before HSP to pay for rental backpay, when applicable.
8) Notify CDSS in writing at least 30 days in advance of any temporary or permanent interruption or end to HSP services and operations for any reason, including fully spending the given allocation.
9) CDSS reserves the right to reallocate HSP funds should a county be out of compliance with applicable laws or guidance issued by CDSS and if CDSS determines it is appropriate or necessary to maximize program impact throughout the state.

I Joe Lynch certify that Mariposa Count County will administer the HSP pursuant to the terms outlined above and understand this is a condition of receiving HSP funds. The information completed within the form and attached are true and correct.

County Welfare Director Signature

Date

SECTION FOUR: DECLINING FUNDS ***(Only complete if the county declines ALL of the FY 2021-22 Allocation outlined in Attachment Four.)***

Counties declining all funding for FY 2021-22 outlined in Attachment Four are asked to notify CDSS by completing and signing the section below and returning it to housing@dss.ca.gov as soon as possible but no later than **January 25th, 2022.** CDSS will consider the funds declined if no response is provided to CDSS by the county by **January 25th, 2022.**

To decline the funds, check the box below and complete the name and signature of the County Welfare Director. **Note:** counties accepting funds should not complete this section.

Attachment: CalWORKs HSP - Wsignature February 4 2022 (RES-2022-102 : Approve Funding of CalWORKs Housing Support Program)

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

RESOLUTION - ACTION REQUESTED 2022-103

MEETING: February 8, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Appoint Shannon Hansen as the County's Public Works Director, Effective January 24, 2022

RECOMMENDATION AND JUSTIFICATION:
Appoint Shannon Hansen as the County's Public Works Director, effective February 8, 2022, at an annual salary of $153,622.05 per year.

Former County Public Works Director Michael Healy left County employment effective July 27, 2021. In his absence, the Board of Supervisors appointed then Mariposa County Deputy Director of Public Works Shannon Hansen to the role of Interim Public Works Director.

Based on Ms. Hansen's performance as both Interim Director and Deputy Director of Public Works, the Board of Supervisors is now prepared to appoint Ms. Hansen as the County Public Works Director, effective on February 8, 2022.

Ms. Hansen has been serving Mariposa County in the Public Works Department since 2003, and has been the Deputy Director of Public Works since October of 2018.

A budget action is not required as the Public Works Department has monies to pay for this proposed annual salary and associated benefits.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors appointed then Mariposa County Deputy Director of Public Works Shannon Hansen to the role of Interim Public Works Director in June of 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Without concurrence with this recommendation, Ms. Hansen will continue to serve in an Interim capacity.

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 12599

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-114

MEETING: February 8, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Accept the Emergency Repair Work on White Rock Road as Complete

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RECOMMENDATION AND JUSTIFICATION:
Accept the Emergency Repair Work on White Rock Road as Complete; and Terminate the Emergency Action Pursuant to Public Contract Code Section 22050 (C) (3).

On October 14, 2021, an inspection occurred on a 10 ft x 10 ft box culvert located on White Rock Road approximately 0.40 miles north of the bridge across Mariposa Creek. The inspection revealed that there was extreme deterioration of the reinforced concrete structure and exposed steel throughout the concrete structure. The culvert posed a clear and imminent danger, requiring immediate action to prevent the loss or impairment of life, health, property, or essential public services.

A contract was executed by the Board with Palmer Tractor on November 2, 2021 for the expedited installation of a nine-foot diameter 14-gauge corrugated metal pipe. The original engineer's construction estimate was $100,000 and the final negotiated contract amount was $81,174. Due to material shortages, the pipe was not delivered and installed until January 21, 2022. Concrete work was completed on January 28, 2022. The site was cleaned, and the temporary steel plates removed. Palmer Tractor has completed all work under this contract and the roadway has been restored to its pre-emergency condition.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Pursuant to Public Contract Code section 22050(c)(1), the Board reviewed the emergency action at its regularly scheduled meeting on November 9, 2021, and at every regularly scheduled meeting thereafter, and determined by a four-fifths vote that there was a need to continue the action.

On November 2, 2021,Resolution 2021-606, the Board authorized an agreement with Palmer Tractor for emergency repair work on the box culvert located on White Rock Road.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the Emergency Action will not be designated as complete.

ATTACHMENTS:
White Rock Rd Bridge1 (JPG)
White Rock Rd Bridge2 (JPG)
White Rock Rd Bridge3 (JPG)
White Rock Rd Bridge4 (JPG)
White Rock Rd Bridge5 (JPG)
White Rock Rd Bridge6 (JPG)
White Rock Rd Bridge7 (JPG)

RESULT: WITHDRAWN AND RESCHEDULED Next: 2/15/2022 9:00 AM

Attachment: White Rock Rd Bridge3 (RES-2022-114 :

INTERSTATE

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

MEETING: February 8, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Acting Health & Human Services Agency Director

RE: System of Care (SOC) Presentation

RECOMMENDATION AND JUSTIFICATION:

Receive a Presentation Regarding the Status, Implementation, and Roll-Out of System of Care (SOC) Within the Health and Human Services Agency and Between Our Local Community Partners.

This Presentation is to provide information on System of Care and the CMSP Grant that has been used to fund the implementation of this vital approach to providing coordinated care in Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The County Medical Services Program (CMSP) was established in 1983, when California law transferred responsibility for providing health care services to indigent adults from the State to Counties. The law recognized that many small, rural counties were not in a position to assume this responsibility, so established CMSP Program to assist with the administration and funding of this service for counties with a population of less than 300,000. Mariposa County, as such, is a CMSP County.

In early 2019 CMSP grant funding was awarded and approved by the Board of Directors for $300,000 to support the Mariposa County Health and Human Services Agency (HHSA) in implementation of a System of Care model. This approach helps to support solutions that improve access to care for our most vulnerable residents, and to develop integrated health services with awareness for and practice of a trauma informed care. This will require the leadership and staff within HHSA and partner organizations to have a base level knowledge of system of care theory and practice.

In addition to HHSA team members, key partners in Mariposa in the implementation of a SOC will be John C. Fremont Healthcare District, the Alliance for Community Transformations, the County Probation Department, and the County Sheriff and Jail services.

The CMSP grant funds support the implementation of a SOC within Mariposa in a number of

Agenda Item - No Resolution Requested

critical ways including, but not limited to:

• Development and delivery of SOC training and education of HHSA staff;

• Training in System of Care theory and practice for key HHSA partners;

• Training in trauma informed services, systems and care delivery;

• Development of policies and procedures necessary for Systems of Care implementation, recruitment, training and supervision of peer-supported/client navigators, and patient and client outreach specialists.

In 2020, our SOC implementation was sidelined by the COVID-19 Pandemic. Resources were shifted to support Public Health response, as well as to assist employees with moving to a telework process while ensuring that our most vulnerable clients were still able to access care. We were able to secure an extension to our grant deadline so that we will be able to meet the grant goals by 2023.

As our world began to change, we realized that there were several components that needed to be adjusted, in order to support our approach to SOC within the county. An additional project manager was added to the project to support deadlines within the grant, and the training content was re-developed to make SOC relevant to all staff and partner organizations.

Our SOC training sessions for HHSA staff and partner organizations resumed in early January of 2022 with an Introduction to System of Care. Upcoming training sessions include Trauma Informed Care and Critical Conversations.

We anticipate by implementing a System of Care that as a team we will more effectively provide services to our clients, reduce costs to the county, and reduce demand for urgent and emergency services.

ATTACHMENTS:
System of Care PowerPoint presentation (PDF)

RESULT: PRESENTATION MADE

System of Care

Health & Human Services Agency

Mariposa County

Healthy. Safe. Thriving.

February 8, 2022

Attachment: System of Care PowerPoint presentation (12451 : System of Care (SOC)

"An approach, not a program"

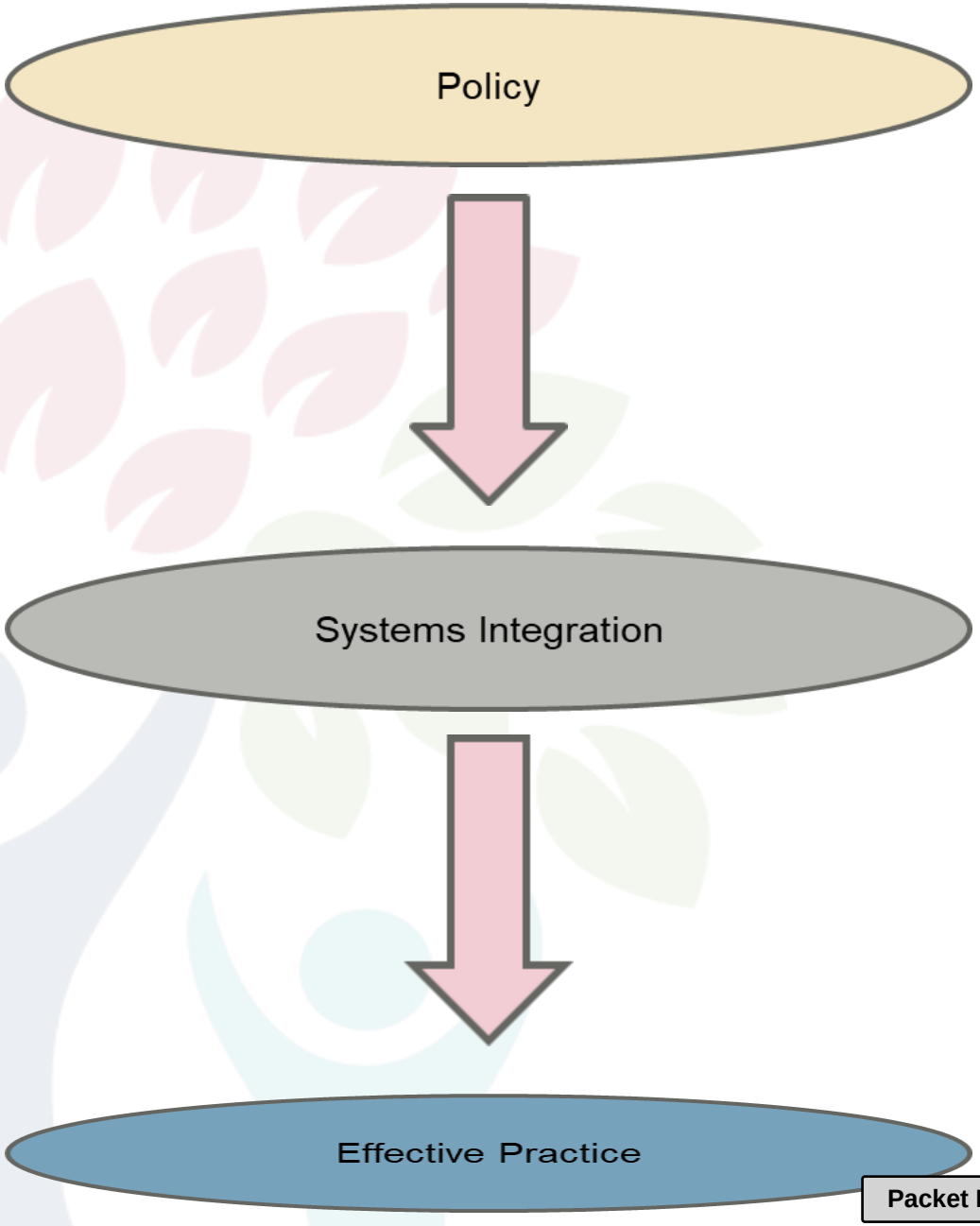
A System of Care is a framework for bringing together services and supports in a coordinated network with shared values and guiding principles

Tasks of An Integrated System of Care:

Create shared ownership and responsibility for the Whole System

Cross-System Perspective and Commitment

Authority to share Human and Fiscal Resources

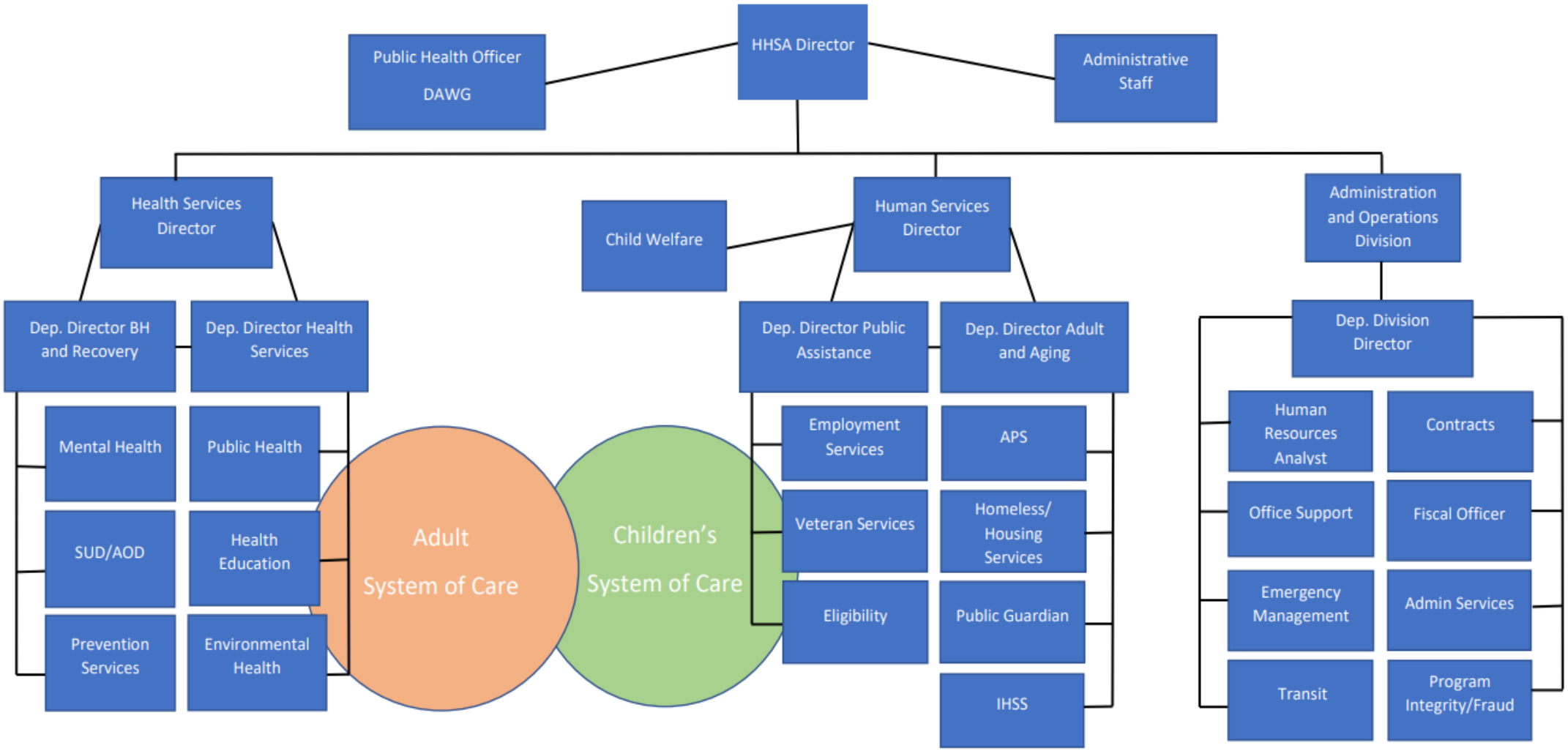


Attachment: System of Care PowerPoint presentation (12451 : System of Care (SOC)

Essential Elements of A System of Care:

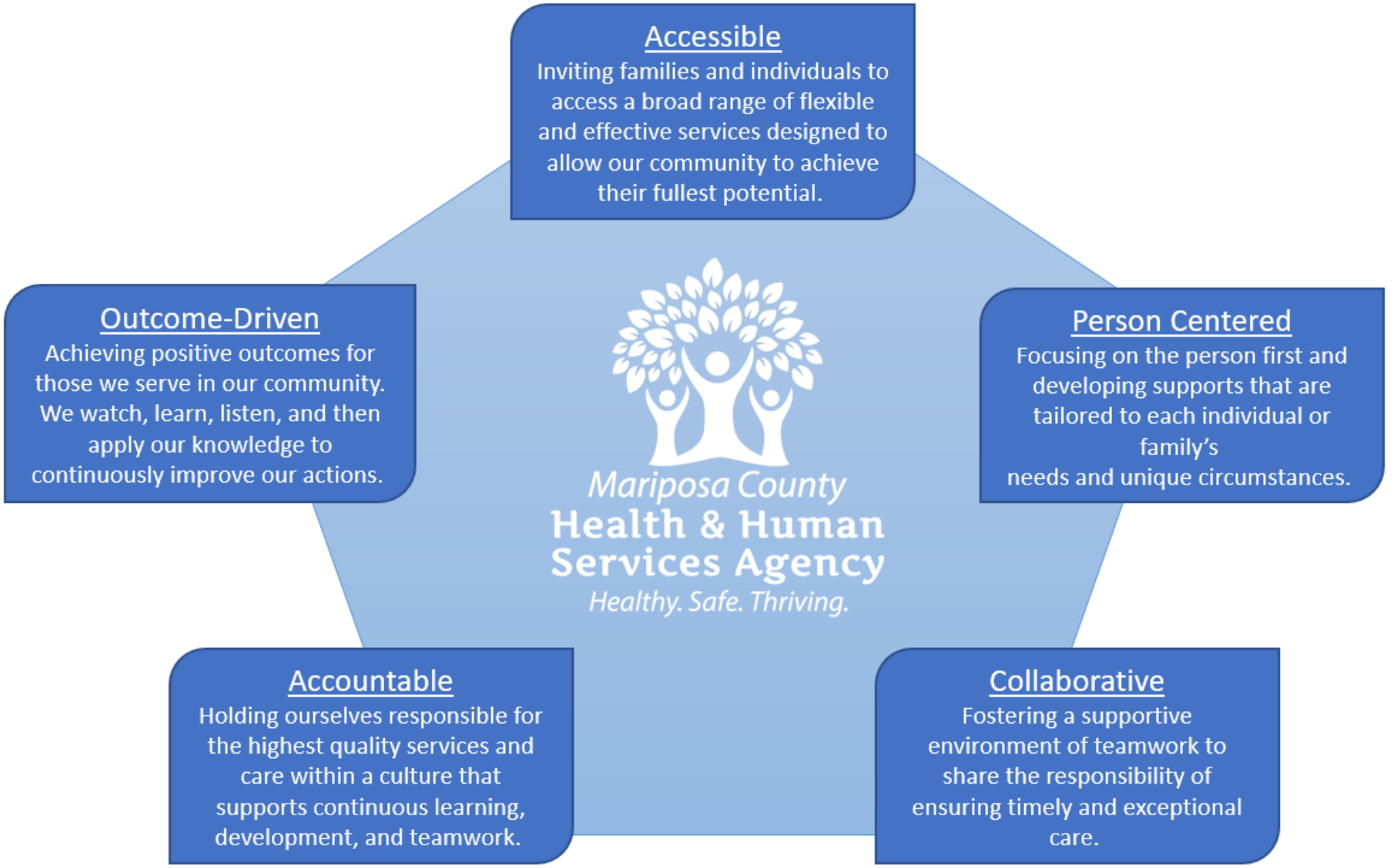
- Co Located/Multiple Agency Teams
- Fully and Authentically Trauma Informed
- Uniform, Single Assessment ***and*** Client Service Plan
- Cross Training
- Integrated Management, Policy and Decision Making
- Blended and/or Braided Funding
- Consumer Governed/Shared Management

System of Care Organization Chart



Attachment: System of Care PowerPoint presentation (12451 : System of Care (SOC)

Mariposa SOC Principles



Attachment: System of Care PowerPoint presentation (12451 : System of Care (SOC)

Mariposa SOC Implementation

Activities 2019 through 2021

- CMSP grant awarded to fund SOC work
- Developed a logic model and work plan
- Training of staff by consultant: Introduction to Our New System of Care, Engagement, Assessment, Transition and Care Management
- Program Administrators positions filled
- Implementation Team and Training Team formed (2021)
- Policy and Procedure development begins,
- Intake and Release of Information forms updated,
- Creation of HHS SOC Values and Principals

Mariposa SOC Implementation

Activities - 2022

- SOC Training Academy Rollout (Introduction to SOC, Trauma-informed Care, Critical Conversations) attended by HHSA staff and external partners
- Finalize key policies and procedures
- Being creation of MOUs for information sharing with internal and external partners
- Implementation of a Community Information Exchange (applied for a grant to fund this)
- Develop internal and external Data Dashboards

Attachment: System of Care PowerPoint presentation (12451 : System of Care (SOC)

SOC Aligns with Other Initiatives

- HHSA Strategic Plan
- CalAIM
  - Enhanced Case Management/ Community Supports
  - Juvenile Justice Involved Populations
  - Population Health Management
- CCR-child welfare and children's behavioral Health
- Accreditation

Attachment: System of Care PowerPoint presentation (12451 : System of Care (SOC)

SOC Super Heros

Amanda Brum
Kirstyn Hanner
Stacy Lynch
Kaitlin Pasma
Kazzandra Brocchini
Sarah Higgs
Rene Rubalcava
Peggy Walker
Garrett Simpson
Vanessa Cummings
Jordan Harrington
Glori Wessels
Kathryn Berry

Thank You

Q&A

COMMUNITY
IS
STRENGTH
BE STRONG. LET'S LOOK OUT FOR ONE ANOTHER.

MARIPOSA COUNTY

County Counsel · (209) 966-3222

MEETING: February 8, 2022

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Closed Session - Conference with Legal Counsel: Anticipated Litigation

---

[X] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[X] **Anticipated Litigation**
[X] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed: 1

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:_____
Name of County Designated Representative:_____
Title(s) of unrepresented individuals with whom negotiations are being conducted:_____

[ ] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
_____

[ ] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review:_____ (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property: _____
Agency negotiator: _____
Negotiating parties: (Specify name of party or parties (not agent)):_____
Closed session will concern: ( ) price; ( ) terms of payment; ( ) both.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

Agenda Item - No Resolution Requested

ATTACHMENTS:
C22-1 - Michael Healy (PDF)

RESULT: CLOSED SESSION HELD

RECEIVED
JAN 11 2022
BOARD OF SUPERVISORS

COUNTY OF MARIPOSA CLAIM FORM

CLAIM OF Michael Healy
(Claimant)

v.

COUNTY OF MARIPOSA

CLAIM FOR PERSONAL INJURY
AND/OR PROPERTY DAMAGE
(Government Code § 910)

RECEIVED
JAN 11 2022
BOARD OF SUPERVISORS
C22-1

TO THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY:

YOU ARE HEREBY NOTIFIED that: (Please type or print)

Claimant: Michael Healy
Whose address is: Through Counsel, 300 W Glenoaks Boulevard, Suite 300
City and State: Glendale, CA Zip: 91202
Contact Phone: (818)630-7280 Email: service@jlglawyers.com

claims damages from the **COUNTY OF MARIPOSA** in the amount, computed as of the date of presentation of this claim, of $ 202,558.99.

This claim is based on: *(CHECK APPROPRIATE BOX OR BOXES)*

- ☐ Property Damage
- ☐ Personal Injury
- ☐ Contract
- ☒ Other *(Please List)*

General, compensatory, and special damages calculated to date based on available information, exclusive of attorneys' fees and costs, future loss of earnings, penalties and as yet uncalculated damages.

which occurred on July 27 (MONTH/DAY), 2021 in the vicinity of *(place where incident occurred)*:

Mariposa County of California
(PLACE WHERE INCIDENT OCCURRED)

Describe generally the facts and circumstances that give rise to the claim: *(Please provide another page if more space is needed.)*

On or about July 27, 2021, Claimant was wrongfully terminated from his position as director of Public Works and Transportation following a pretextual investigation whose nature was never made clear to Claimant. On information and belief, Claimant was terminated, discriminated, and denied severance pay based on Claimant's age and because Claimant participated in investigations Claimant was lawfully entitled to participate in. As a result of the termination, Claimant has suffered loss of earnings, emotional distress, and other damages to be proven at trial.

The name(s) of the public employee(s) causing claimant's injuries or damages under the above-described circumstances is/are:

Mariposa County Board of Supervisor Marshall Long, and Joseph Lynch Assistant County Administrator, Human Resources; other directors, officers, employees, representatives, and agents of Mariposa County whose true names and identities are unknown to Claimant at this time.

Attachment: C22-1 - Michael Healy (12594 : Closed Session - Conference with Legal Counsel: Anticipated Litigation)

The injuries sustained by claimant, as far as known, as of the date of presentation of this claim consist of:
(Describe generally claimant's injuries or damages.)

General, compensatory, and special damages for loss of earnings, emotional distress, and incurring attorneys' fees and costs. Damages are based on a good-faith estimate to date; exact damages will require expert testimony.

The amount claimed, as of the date of presentation of this claim is computed as follows:

Damages incurred to date:

Expenses for medical and hospital care	$ 0
Loss of earnings	$ $65,523.78

Specific damages (**ITEMIZE & PROVIDE 3 REPAIR ESTIMATES**)

Claimant's three month severance pay	$ 37,035.21
	$

Other damages (ITEMIZE)

Emotional distress damages	$ 100,000.00
	$

TOTAL DAMAGES INCURRED TO DATE: **$** 202,558.99

Estimated future damages as far as known from this incident:

Total estimated prospective damages: $148,140.84 and 10% interest on all damages.

TOTAL AMOUNT CLAIMED AS OF DATE OF PRESENTATION OF THIS CLAIM: **$** 202,558.99

All notices or other communications with regard to this claim should be sent to claimant at:

300 W Glenoaks Boulevard, Suite 300, Glendale, CA 91202

(ADDRESS TO WHICH NOTICES ARE TO BE SENT)

Please return the completed form to: Clerk of the Board, 5100 Bullion St, PO Box 784, Mariposa, CA 95338

***PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.*

Dated: 01 / 05 / 2022 Signed Mike Healy

(CLAIMANT/AGENT FOR CLAIMANT)

Government Code § 911.2. Time of or presentation of claims

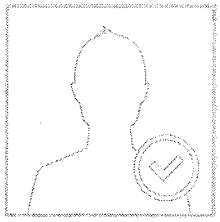
A claim relating to a cause of action for death or for injury to person or to personal property or growing crops shall be presented as provided in Article 2 (commencing with § 915) of this chapter not later than six months after the accrual of the cause of action. A claim relating to any other cause of action shall be presented as provided in Article 2 (commencing with § 915) of this chapter not later than one year after the accrual of the cause of action.

Attachment: C22-1 - Michael Healy (12594 : Closed Session - Conference with Legal Counsel: Anticipated Litigation)

Signature Certificate

Document Ref.: NAWGV-B2YQ7-YCTXF-XFK9K

Document signed by:



Mike Healy

Verified E-mail:
heals2200@comcast.net

IP: 64.118.110.59 Date: 05 Jan 2022 17:22:20 UTC

Mike Healy

Document completed by all parties on:
05 Jan 2022 17:22:20 UTC

Signed with PandaDoc.com

PandaDoc is a document workflow and certified eSignature solution trusted by 25,000+ companies worldwide.

Attachment: C22-1 - Michael Healy (12594 : Closed Session - Conference with Legal Counsel: Anticipated Litigation)

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... TOM SWEENEY
District 3 ..... MARSHALL LONG
District 4 ..... WAYNE FORSYTHE
District 5 ..... MILES MENETREY

DALLIN KIMBLE
County Administrative Officer

RENÉ LAROCHE
Clerk of the Board

P. O. Box 784
Mariposa, CA 95338
(209) 966-3222
(800) 736-1252
Fax (209) 966-5147
www.mariposacounty.org/board

January 11, 2022

JLG Lawers
300 Glenoaks Boulevard, Suite 300
Glendale, CA 91202

Re: County Claim C21-18

To Whom It May Concern,

Attached you will find a file stamped copy of the above referenced "Claim for Personal Injury and/or Property Damage" dated January 11, 2022. Please keep this copy as your proof that the claim has been filed. Additionally, please note that the file has been assigned case number C22-1 and will now be routed for further processing.

Sincerely,

Tracy Gauthier
Deputy Clerk of the Board II
Mariposa County Board of Supervisors

ENC.

Attachment: C22-1 - Michael Healy (12594 : Closed Session - Conference with Legal Counsel: Anticipated Litigation)

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

MEETING: February 8, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - Clerk of the Board

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[X] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54594.5(e), 54957 (b) (1))
Clerk of the Board

[ ] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review: (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved:
Title of officer of law enforcement agency:

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

Agenda Item - No Resolution Requested

RESULT: CLOSED SESSION HELD

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

MEETING: February 8, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - Building Director Recruitment

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:_____
Name of County Designated Representative:_____
Title(s) of unrepresented individuals with whom negotiations are being conducted:_____

[X] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54594.5(e), 54957 (b) (1))
Building Department Director

[ ] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review:_____ (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property:_____
Agency negotiator: _____
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

Agenda Item - No Resolution Requested

RESULT: CLOSED SESSION HELD