

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND MGT OF AMERICA, INC.

This Agreement is entered into this 1st day of July, 2016, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and MGT of America, Inc., hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of preparation and submission of actual cost reimbursement claims (SB-90) resulting from the provision of state-mandated services for FY 2015-16, FY 2016-17, and FY 2017-18.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement for the Initial Term (as described in paragraph 4 herein) shall not exceed One Hundred Three Thousand and Five Hundred Dollars (\$103,500.00). As detailed in Section 4 of this Agreement, should the County choose to exercise the contract extension option for a fourth and fifth year for an additional Seventy-Six Thousand Five Hundred Dollars (\$76,500), then the County's total fiscal obligation under the extended five-year agreement shall not exceed One Hundred and Eighty Thousand Dollars (\$180,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the Initial Term of this Agreement shall be from July 1, 2016, through June 30, 2019. The County has the option, at its sole discretion, to extend the term of

this contract for an additional two years, potentially extending the term through June 30, 2021. Payments by the County for the period of any such extension shall be as provided in Exhibit B.

5. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the Controller or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or

damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

☒ Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

☐ Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)

☐ Professional Liability..... \$1,000,000

(To be checked if Contractor is a licensed professional)

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☒ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- ☐ Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.

- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 11, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand

dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Shirley Tourel, Assistant Controller
Address: 555 County Center 4th Floor, Redwood City, CA 94063
Telephone: 650-363-4777
Facsimile: 650-363-7888
Email: stourel@smcgov.org

In the case of Contractor, to:

Name/Title: Brad Burgess
Address: 2251 Harvard Street, Suite 134, Sacramento, CA 95815
Telephone: 916-443-3411
Facsimile: 916-443-1766
Email: bburgess@mgtamer.com

18. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☒ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☐ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

* * *

Exhibit A

In consideration of the payments set forth in Exhibit “B”, Contractor shall provide the following services for the preparation of FY 2015-16, FY 2016-17, and FY 2017-18 cost reimbursement claims for submission to the State Controller’s Office (SCO) in FY 2016-17, FY 2017-18, and FY 2018-19.

- By September 15th of each fiscal year identify all programs eligible or expected to become eligible for reimbursement under SB 90. Provide descriptions of these claims and data collection needs to the appropriate Department/Office and to the County’s SB 90 Coordinator (“SB 90 Coordinator”).
- By November 15th of each fiscal year prepare draft Claiming Plans for each claiming Department/Office and submit to each Department/Office and the SB 90 Coordinator. Identify department fiscal and program contacts within San Mateo County. Review copies of last fiscal year’s claims. Discuss each department’s time tracking, mandate documentation, and records retention procedures and recommend improvements that will assist in defending claimed costs.

New Claims

Identify new claims that are going to become mandated programs and which departments will be likely to be affected by these claims. Provide early claim summaries and data collection needs to departments so they can start formulating documentation strategies. As new claiming instructions are issued by the State Controller, Contractor will establish schedules and approaches needed to complete all new and first-time claims due during the second two quarters of the fiscal year. This includes direct cost program data and indirect cost rate proposal data.

New Claims: Due 120 days after issuance of Parameters and Guidelines (P’s &G’s)

Establish schedule and approach for completion of all new and first-time claims due during each fiscal year. This includes direct cost program data and indirect cost rate proposal data.

Annual Claims: Due to the State by February 15th of each fiscal year

- Establish schedule and approach for completion of all annual claims due to the State on February 15 of each fiscal year. This includes direct cost program data and indirect cost rate proposal data.
- Explain to each Department/Office’s staff the State’s SB 90 requirements and any specific issues related to their particular mandates from a programmatic and fiscal standpoint.
- For County staff that desire to learn more about the SB 90 process, provide a history and overview of the SB 90 program.
- Provide electronic notification on upcoming mandate claims as soon as the Parameters and Guidelines for these programs are approved. These notifications will be sent primarily via e-mail to key department personnel and the SB 90 Coordinator.
- Assist the County to establish relevant, defensible source documentation standards for each claim within each of San Mateo County’s claiming departments. Work with the County to ensure that for each of the County’s claims, documentation exists showing the mandate was performed and personnel costs are adequately documented.
- Provide perspectives related to how other counties are interpreting and claiming each mandate to ensure nothing is missed. Provide guidance on the current acceptable range of costs being claimed by similar agencies so San Mateo County will be aware of any foreseeable exposures existing at the claiming stage.
- Provide County’s SB 90 Coordinator with targeted, relevant communication on statewide issues, interpretations and actions at the Capital relating to the SB 90 process through the fiscal year.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

By: _____

President, Board of Supervisors, San Mateo County

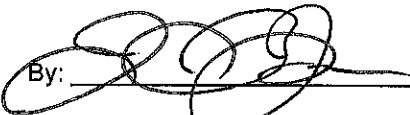
Date: _____

ATTEST:

By: _____

Clerk of Said Board

MGT of America, Inc.

By:  _____
Contractor's Signature

Date: 5-27-16

(April 1, 2015 CCC issued contract template version)

- Meet with Departments before October 1st of each fiscal year to review draft Claiming Plans. Finalize Claiming Plans by November 15th of each fiscal year and provide copies to each Department/Office and the SB 90 Coordinator.
- Timely complete all eligible claims and Indirect Cost Rate Proposals for all claiming departments and assemble required documentation on the required State Controller claim forms. For multi-departmental claims, cross-reference and analyze data to ensure that each department is capturing cost data for the same cases and are not misclassifying certain cases. Follow up with each Department/Office as needed to complete information for each claim. Coax departments to ensure that all eligible claims are filed on time to avoid the new 10% uncapped penalty. Request assistance from the SB 90 Coordinator as necessary.
- Three components of data collection related to the SB 90 claims are direct cost program data, indirect cost data and supporting documentation.

Direct Cost Program Data Collection

Conduct individual meetings with departments to discuss all reimbursable mandated activities and to develop a schedule and plan for providing the claim data to Contractor so claims can be completed well before claiming deadlines.

Indirect Cost Data Collection

Gather salary and benefit data from the Controller's Office or the individual departments for each required fiscal year. Collect relevant pages from the County's Cost Allocation Plan. Gather information required to prepare 2 CFR Part 200 compliant Indirect Cost Rate Proposals.

Supporting Documentation Collection

Assist the County in establishing source documentation standards to support its claims. Work with San Mateo County's departments to determine what types of documentation must be submitted to the State as attachments to the claims, and what types of documentation should be maintained in the County's files in case of a State Controller inquiry or audit. Collect only the documentation that the State Controller requires to be submitted with each claim.

- Perform an internal quality assurance review of all claims and ICRPs.
- Provide the completed claims to the Controller's Office for review and signature at least two weeks prior to each claiming deadline.
- Timely submit all claims and required documentation to the State Controller's Office.
- Perform one final quality control check to ensure the County has signed two (2) original coversheets, all parts of the claim are included, and all required documentation is attached.
- Hand deliver all signed claims received from San Mateo County to the State Controller's Office on or before the stated deadline. Provide the State Controller with a Declaration of Service form and blank Claims Receipts for their staff to sign and return.
- Provide the County with hard and electronic copies of all submitted claims.
- Serve as a liaison with the State Controller's Office or Bureau of State Audits. Assist the County by responding to requests or audits by the State Controller or Bureau of State Audits. Provide full-service, unlimited field assistance.
- Assist the County in providing any eligible cost data related to mandated contract services to Special Districts or Cities that have contractual relationships with the County. It is important to note that the State

Controller has determined that counties may no longer claim costs on behalf of contract cities or special districts.

- Coordinate the County's overall claiming process and handle all aspects of project coordination. The County's SB 90 Coordinator will assist as necessary to facilitate the timely completion of work.
- Monitor status of claims and payments. Assist the County with all aspects of remittance tracking throughout the entire fiscal year. Provide the County with copies of all claim receipts, declarations, summary claiming reports and data collection forms. Develop full-color summary claiming reports that break down the annual claiming cycle into graphic images displaying the following comparisons: dollars claimed per department, total claims per department, dollars claimed for the current fiscal year compared to the past fiscal year.
- By June 1st of each fiscal year, provide the SB 90 Coordinator and Controller's General Accounting Manager with a list of all amounts claimed, paid and due for each pending claim. Provide payment information to the County as needed.
- Provide reports to the County's Budget Coordinator and the County's SB 90 Coordinator on status of data collection, claims preparation, pending issues and other work; descriptions of eligible, suspended, new, and filed claims; explanations for why eligible claims were not filed; and changes in claiming rules and procedures, following the below schedule:
- Key SB 90 Deadlines:

Due Date	Deliverable
September 15	SB 90 process training class for County fiscal officers
October 1	List of all programs eligible for reimbursement under SB 90, list of suspended programs, and list of planned claims for San Mateo County
First week of October	Contractor meets with departments regarding departmental claiming plans
November 15	Propose Claiming Plans, with schedule of tasks and timeline
Third week of November	County submits Annual Claim and Financial Data to Contractor
November 30	Contractor delivers Indirect Cost Rate Proposals to Departments
December 1	Status report
December 15	Status report
December 20	Contractor delivers Annual Claims to Departments and Controller for review
January 1	Status report
January 1-14	Departments review and edit final claims
January 15	Prepare final claims for County review
January 15-20	Contractor delivers claims to Controller for final review and approval
January 25	Controller reviews and approves final claims
January 31	Contractor submits final claims to State Controller's Office
February 14	Summary of eligible, suspended and filed claims, with explanations of why any eligible claims were not filed
June 1	Status report; list of amounts claimed, paid and due from State

Incorrect Reduction Claims (IRC)

The Contractor is responsible to gather supporting documentation, prepare, and submit an IRC as requested by the County for SB 90 claims filed by the Contractor. The Contractor is responsible to provide on-going support throughout IRC review and hearing process as conducted by the Commission on State Mandates (CSM). The Contractor is also responsible to work with the County Controller,

Departments and SB 90 Coordinator to resolve any pending decisions following the IRC hearing by the CSM.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

County will pay a fixed fee of Thirty-Four Thousand Five Hundred Dollars per year (\$34,500) to a total contract amount not to exceed One Hundred Three Thousand Five Hundred Dollars (\$103,500) for the provision of services outlined in Exhibit A during FY 2016-17, FY 2017-18, and FY 2018-19.

Should the County extend this agreement at its sole discretion for the provision of services in FY 2019-20 and FY 2020-21, the County will pay a fixed fee of Thirty-Seven Thousand (\$37,000) in FY 2019-20 and Thirty-Nine Thousand Five Hundred (\$39,500) in FY 2020-2021.

It is understood by both parties that the County's payment of these fees shall be deferred until either the County receives the final adjusted payments from the State for its SB 90 claims filed by Contractor under this contract or the County receives an alternative compensation/benefit from the State in lieu of payment of the claims covered under this contract, whichever is earlier. When the State pays the County for claims covered by the scope of services in this contract, Contractor will send a written invoice to the County for the amount for that fiscal year. The itemized invoice shall identify the county purchase order and contract number, years covered, complete scope of work, and a breakdown of charges. County shall pay the invoice within thirty (30) days of receipt of the invoice and have the right to withhold payment if the County determines that the quantity and/or quality of the work performed is unacceptable.