



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-15

For the meeting of: June 27, 2017

Date: June 8, 2017

To: Board of Supervisors

From: Connie Beck, Director
Department of Health and Human Services

*For Connie Beck
6/8/17*

Subject: First Amendment to the Agreement with Fiscal Experts, Inc. for use of the Time Study Buddy Web-Based Time Study Service.

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the attached first amendment to the agreement with Fiscal Experts, Inc. for the Time Study Buddy web-based time study service, dated June 16, 2015.
2. Authorize the Chair of the Board of Supervisors to sign three (3) originals of the amendment to the agreement with Fiscal Experts, Inc.; and
3. Direct the Clerk of the Board to return two (2) signed originals of the amendment to the DHHS – Contract Unit.

SOURCE OF FUNDING:

Social Services Fund

Prepared by Haley Schandelmier AAI

CAO Approval TFR Edmundo Hoj

REVIEW:

Auditor _____ County Counsel Sm Human Resources Wen Other _____

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. C-13

Meeting of: June 16, 2015

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Sundberg Seconded by Supervisor Fennell

Ayes: Sundberg, Fennell, Bass, Bohn

Nays _____
Abstain _____
Absent: Wilson

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: June 27, 2017
By: [Signature]
Kathy Hayes, Clerk of the Board

DISCUSSION:

On June 16, 2015 the Board of Supervisors approved the Agreement with Fiscal Experts, Inc. for the Time Study Buddy Web-Based Time Study Service (Attachment 1) in the amount of \$140,000 for the period of May 1, 2015 through June 30, 2017 with the option to extend for one (1), two year term. Since DHHS acquired the Time Study Buddy, the service has been successful in ensuring time study reconciliation by resolving math errors, providing a comprehensive list of audit trail reports, and reconciling with payroll time sheets. Therefore, DHHS recommends that the Board of Supervisors approve the First Amendment to the Agreement with Fiscal Experts, Inc. as the department desires to continue utilizing this service. DHHS wishes to exercise the option to extend the agreement through June 30, 2019 and increase the maximum amount payable an additional \$140,000 or \$70,000 per year.

The California Department of Social Services (CDSS) employs a State supervised, county operated public assistance system. CDSS has mandated the format to be used by counties to properly claim funds. The format requires the allocation of operational costs based on individual time studies. In Humboldt County, social workers, eligibility workers, employment training workers, fraud investigators, electronic data processing (EDP), staff development, supervisors, support staff and DHHS administrative support are required to complete a time study one month each quarter.

FINANCIAL IMPACT:

The costs associated with the First Amendment increases the maximum amount payable from One Hundred Forty Thousand Dollars (\$140,000.00) to Two Hundred Eighty Thousand Dollars (\$280,000.00); compensation continues to be limited to Seventy Thousand Dollars (\$70,000.00) per fiscal year. This First Amendment to the Agreement with Fiscal Experts, Inc., resides in fund 1160, budget unit 511 and costs were included in the proposed county budget for fiscal year 2017-18. There is no impact on the County General Fund.

Exercising the first option to extend the lease supports the Board's Strategic Framework by providing for and maintaining infrastructure.

OTHER AGENCY INVOLVEMENT:

None.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose to not approve the attached first amendment to the agreement with Fiscal Experts, Inc. This is not recommended.

ATTACHMENTS:

1. Agreement with Fiscal Experts, Inc. FY 15-17
2. First Amendment to Agreement with Fiscal Experts, Inc. FY 15-19

AGREEMENT FOR SERVICES

This Agreement is made and entered into this 11th day of June, 2015, by and between the County of Humboldt (hereinafter, COUNTY), a political subdivision of the State of California, and Fiscal Experts, Inc., (hereinafter, CONTRACTOR), a California Corporation doing business as the Time Study Buddy™.

RECITALS

WHEREAS, COUNTY through its Department of Health and Human Services (DHHS) desires to retain CONTRACTOR to provide an online web-based time study service for DHHS staff; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR is qualified to perform such services.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF WORK/DESCRIPTION OF SERVICES

CONTRACTOR agrees to provide all of the services described in Exhibit A, Scope of Work consisting of two (2) pages, attached hereto and incorporated by reference. Said exhibit describes the work to be performed by CONTRACTOR under this Agreement.

2. NO TERMS NOT INCLUDED:

This agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any all prior agreements of the parties.

3. ENTIRETY OF CONTRACT

This Agreement shall constitute the entire Agreement between the parties relating to the subject matter of this Agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.

4. TERM

This Agreement shall commence upon May 1, 2015 and terminate on

June 30, 2017. COUNTY has the option of extending this Agreement upon the same terms and conditions for one (1), two-year term. Said option may be exercised by COUNTY giving CONTRACTOR written notice of its intent to extend the Agreement. The notice shall be in writing and shall be given thirty (30) days prior to the end of the initial terms or extended term.

5. COMPENSATION

CONTRACTOR agrees that the total maximum compensation for services and costs under the term of this Agreement shall be One Hundred Forty Thousand Dollars (\$140,000.00); compensation shall be limited to Seventy-Thousand Dollars (\$70,000.00) per fiscal year, as set forth in the Budget attached hereto as Exhibit B, Payment Agreement consisting of one (1 page), and incorporated by reference. The CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount.

6. PAYMENT

CONTRACTOR shall submit an itemized invoice quarterly to the COUNTY itemizing all work completed and costs incurred as of the invoice date. Payment for work performed will be made within thirty (30) days after receipt of the invoice.

7. TERMINATION FOR REDUCTION OR LACK OF FUNDING

COUNTY'S obligations under this Agreement are contingent upon the availability of county, State and/or Federal funds. In the event such funding is terminated or reduced, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated or COUNTY'S maximum obligation reduced. COUNTY shall provide CONTRACTOR seven (7) days written notice of its intent to terminate this Agreement or its intent to reduce its maximum obligation under this Agreement.

8. TERMINATION FOR CAUSE

If, in the opinion of COUNTY, CONTRACTOR fails to perform the services required under this Agreement within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, COUNTY may terminate this Agreement immediately, upon notice. In such event, COUNTY shall pay to CONTRACTOR an equitable portion of the total remuneration as compensation for the portion of the work deemed acceptable by COUNTY, less the amount of any damages sustained by COUNTY as a result of CONTRACTOR'S breach of this Agreement. COUNTY shall be entitled to take possession of all studies, drawings, computations, specifications and reports insofar as they are complete and acceptable to COUNTY.

9. TERMINATION FOR CONVENIENCE

At any time and for any reason, upon thirty (30) days written notice to CONTRACTOR, COUNTY may terminate this Agreement and pay only for those services rendered as of the date when termination is effective.

Notice may be given by delivering a copy of said notice to CONTRACTOR personally, or by mailing a copy of said notice to CONTRACTOR. If mailed, notice shall be deemed received two (2) days after deposit in the United States mail, postage prepaid, and addressed as set forth in Paragraph 11, Notices.

10. AMENDMENT

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

11. NOTICES

Notices shall be given to COUNTY at the following address:

Deputy Director of Finance
Humboldt County Department of Health & Human Services
507 F Street
Eureka, CA 95501

Notices shall be given to CONTRACTOR at the following address:

Fiscal Experts, Inc., dba the Time Study Buddy
5350 Dunlay Drive, Suite 2716
Sacramento, CA 95835

Notice shall be in writing and may be given by delivering a copy of said notice to CONTRACTOR or COUNTY personally, or by mailing a copy of said notice to CONTRACTOR or COUNTY. If mailed, notices shall be deemed received two (2) days after their deposit in the United States mail, postage prepaid and addressed as set forth above.

12. ATTORNEYS' FEES

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, the party prevailing means the party who dismisses an action or proceeding in exchange for

payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

13. NO WAIVER OF DEFAULT

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of the CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

14. BOOK OF RECORD AND AUDIT PROVISIONS

- A. CONTRACTOR agrees to coordinate with COUNTY in the performance of this Agreement, timely preparation and maintenance of accurate and complete financial and performance records for a minimum of five (5) years from the date of final payment under this Agreement or until all pending County, State, and Federal audits are completed, whichever is later. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work. In addition CONTRACTOR shall maintain detailed payroll records. CONTRACTOR agrees to maintain such records locally and make them available for inspection by County, State and Federal representatives, during normal business hours, upon five (5) working days notice.
- B. CONTRACTOR will permit COUNTY, State and/or Federal Government to audit all books, accounts or records relating to this Agreement for the purpose of compliance with applicable audit requirements relative to this Agreement. CONTRACTOR shall provide the COUNTY, State or Federal Governments with any relevant information required and shall permit access to its premises, during normal business hours, upon five (5) days notice.
- C. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency and for the cost of the audit. If CONTRACTOR is the party responsible for the

deficiency, the cost of the audit and the deficiency shall be paid by CONTRACTOR within thirty (30) days of notice.

D. CONTRACTOR'S rights and obligations under this provision shall continue after termination of the Agreement.

15. REPORTING:

CONTRACTOR agrees to provide COUNTY with any reports that may be required by County, State or Federal agencies for compliance with this Agreement.

16. MONITORING:

CONTRACTOR agrees to extend to DHHS Director or designees, the right to review and monitor records, programs or procedures, at any time, in regards to clients, as well as the overall operation of CONTRACTOR'S programs in order to ensure compliance with the terms and conditions of this Agreement.

17. ASSIGNMENT

Neither party shall assign its obligations under this Agreement without the prior written consent of the other. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement.

18. SUBCONTRACTING

CONTRACTOR shall not subcontract any portion of the work required by this Agreement without prior written approval of COUNTY.

19. RELATIONSHIP OF PARTIES

CONTRACTOR shall perform all work and services as described herein as an independent CONTRACTOR. No person performing any of the work or services described herein shall be considered an officer, agent, servant or employee of COUNTY, nor shall any such person be entitled to any benefits, including but not limited to Workers' Compensation Benefits, available or granted to employees of COUNTY. CONTRACTOR shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between COUNTY and CONTRACTOR.

20. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

CONTRACTOR certifies by its signature below that CONTRACTOR is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons

components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR becomes a nuclear weapons contractor.

21. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR shall comply with any and all applicable Federal, State and local laws affecting the services covered by this Agreement, including, but not limited to, the Americans with Disabilities Act.

22. JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure §§394 and 395.

23. NONDISCRIMINATORY EMPLOYMENT

In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other classifications protected by federal, state, or local laws or ordinances. This policy does not require the employment of unqualified persons.

CONTRACTOR further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1974, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Welfare and Institutions Code Section 10000, CDSS MPP Division 21, and other applicable Federal and State laws to ensure that employment practices are non-discriminatory.

CONTRACTOR shall comply with United States Executive Order 11246, entitled "Equal Employment Opportunity." United States Executive Order 11375 and supplemented in 45 CFR, Part 60, amends this. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

24. CONFIDENTIAL INFORMATION

In the performance of this Agreement, CONTRACTOR may receive

confidential information. Said information may be confidential under the laws of California, including but not limited to Welfare and Institutions Code Sections 827, 10850; Division 19 California Department of Social Services Manual of Policies and Procedures, Confidentiality of Information; and/or the laws of the United States. CONTRACTOR shall comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality.

25. INSURANCE

- A. This contract/agreement shall not be executed by COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- B. Without limiting CONTRACTOR'S indemnification provided herein, CONTRACTOR shall, and shall require any of its subcontractors, to take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII, or its equivalent, against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONTRACTOR, its agents, employees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of One Million Dollars (\$1,000,000) per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.
 2. Automobile/Motor liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all "owned", "hired", and "non owned" vehicles or coverage for "any auto".
 3. Workers' Compensation and Employer's Liability insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation. In all cases, the above insurance shall include Employers Liability coverage with

limits of not less than one million dollars per accident for bodily injury and disease.

If Contractor has no employees, Contractor may sign and file the following certification in lieu of insurance:

"I am aware of the provisions of the California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with provisions of that code before commencing with and during the performance of the work of this contract."

Signature

4. Insurance Notices:

County of Humboldt
Attn: Risk Management
825 5th Street, Room 131
Eureka, CA 95501

C. **Special Insurance Requirements.** Said policies shall unless otherwise specified herein be endorsed with, the following provisions:

- (1) The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
 - c. Is primary insurance as regards to County of Humboldt.

- d. Does not contain a pro-rata, excess only, and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
- (2) The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 11. It is further understood that CONTRACTOR shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
- (3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
- (4) For claims related to this project, the CONTRACTOR'S insurance is primary coverage to the COUNTY, and any insurance or self-insurance programs maintained by the COUNTY are excess to CONTRACTOR'S insurance and will not be called upon to contribute with it.
- (5) Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, officials, employees, and volunteers.
- (6) CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY'S Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to and approved by COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to CONTRACTOR under this Contract.

- (7) COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and CONTRACTOR shall be required to purchase additional coverage to meet the aggregate limits set forth above.

26. HOLD HARMLESS/INDEMNIFICATION CLAUSE

- A. CONTRACTOR shall hold harmless, defend and indemnify the COUNTY and its officers, officials, employees, volunteers and elective and appointive boards from and against any and all liability loss, all claims, losses, damages, including damage expense, costs (including without limitation, costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY. This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of CONTRACTOR'S services, as well as during the progress of rendering such services.
- B. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONTRACTOR'S operations regardless if any insurance is applicable or not.

27. MEDIA RELEASE

All press releases and informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers, Internet). In addition, CONTRACTOR shall inform COUNTY of requests for interviews by media related to this Agreement prior to such interviews taking place. COUNTY reserves the right to have a representative present at such interviews. All notices required by this provision shall be given to the Director of the County Department of Health and Human Services or his designee.

28. STANDARD OF PRACTICE

CONTRACTOR warrants that CONTRACTOR has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR'S duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

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29. BINDING EFFECT

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

30. SEVERABILITY

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

31. INTERPRETATIONS

As both parties jointly prepared this Agreement, the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

32. RESTRICTIONS, LIMITATIONS OR CONDITIONS

This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Federal and/or State governments that may affect the provisions, terms or funding of this Agreement.

33. COUNTY RESPONSIBILITIES

COUNTY shall provide the services described as COUNTY RESPONSIBILITIES within Exhibit A, Scope of Services, attached and incorporated by reference.

34. LICENSING

CONTRACTOR shall maintain the appropriate licenses throughout the life of this Agreement.

35. TITLE

It is understood that any and all documents, information, and reports concerning this project prepared by and/or submitted by CONTRACTOR shall be the property of COUNTY. CONTRACTOR may retain reproducible copies of drawings and copies of other documents. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writing and documents to COUNTY without exception or reservation.

36. INTELLECTUAL PROPERTY

- A. The Parties agree to be bound by the terms of CONTRACTOR'S modified Legal Notice which is attached hereto as Exhibit C.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and date first above written.

ATTEST:

KATHY HAYES

Clerk of the Board of Supervisors of the County of Humboldt, State of California

By: *for Marshall, Deputy*

APPROVED AS TO INSURANCE:

Daniel J. Miller
Risk Manager

COUNTY OF HUMBOLDT:

Esther K. Russell
Chair, of the Board of Supervisors

CONTRACTOR:

Dan Gardner
Name

Dan Gardner
Name

PRESIDENT
Title

SECRETARY
Title

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

Exhibit A

Scope of Work

Under the terms of the Agreement, CONTRACTOR agrees to perform the following services:

- Provide COUNTY access to the Time Study Buddy™ web-based time study service.
- Maintain and host all hardware and software required related to the Time Study Buddy™ platform.
- Assist COUNTY with initial setup of Time Study Buddy™.
- Train and support COUNTY'S "Primary Contact" for the Time Study Buddy™ on an as-needed basis.
- Provide updates to the Time Study Buddy™ free of charge.
- Ensure the Time Study Buddy™ is free of bugs and maintain a minimum uptime of 99.9%.
- Perform scheduled maintenance of CONTRACTOR'S hardware and software outside of normal business hours.
- Comply will all applicable State and Federal regulations and guidelines.
- Ensure CONTRACTOR'S web-based service is secure and complies with standard of practice data security standards, no less than PCI Data Security Standards Level 1. CONTRACTOR'S code and data use a 256-bit key Advanced Encryption Standard, and comply with ISO/IEC 18033-3.
- Maintain COUNTY'S data in a secure and confidential environment.
- Provide COUNTY with access to COUNTY'S data via downloadable Excel reports.
- Maintain real-time backups to N+1 redundant servers and hard drives, and daily backups at two off-site locations.
- Use the "Software as a Service" (SaaS) model in which CONTRACTOR uses its platform (the Time Study Buddy™- consisting of hardware and software) to provide a service to COUNTY via the internet. A software license agreement is not required because the COUNTY does not have access to CONTRACTOR'S software.

COUNTY RESPONSIBILITIES

- COUNTY will provide one (1) primary contact, who will be responsible for learning the features of the Time Study Buddy™ and serve as the first line of support for COUNTY'S questions.
- Add and maintain COUNTY worker accounts.
- Train workers to administer and use the Time Study Buddy™ to complete time studies.
- Provide workers with time study instructions.
- Input COUNTY'S data into the Time Study Buddy™.
- Use the Time Study Buddy™ to prepare reports needed to manage and complete their quarterly claim.
- Use Time Study Buddy™ only for the purpose for which it is intended, and limit this use to within COUNTY.

Exhibit B

Payment Agreement

CONTRACTOR agrees that the total maximum compensation for services and costs under the term of this Agreement shall be One Hundred Forty Thousand Dollars (\$140,000.00); compensation shall be limited to Seventy-Thousand Dollars (\$70,000.00) per fiscal year.

CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount.

CONTRACTOR'S maximum standard access fee for the Time Study Buddy™ is Twenty-Five Dollars (\$25.00) per COUNTY worker up to 500 workers per quarter; the access fee rate will be reduced to Twelve Dollars and Fifty-Cents (\$12.50) per each additional COUNTY worker staff member beyond 500 workers.

CONTRACTOR shall submit an itemized invoice quarterly to the COUNTY itemizing all work completed and costs incurred as of the invoice date.

Payment for work performed will be made within thirty (30) days after receipt of the invoice.

Invoices shall be submitted to:

DHHS – Social Services Financial Unit
507 F Street
Eureka, CA 95501

Exhibit C
CONTRACTOR'S MODIFIED LEGAL NOTICE

Modified Legal Notice

Fiscal Experts Inc. hereby authorizes County to view, copy, print and distribute the materials on this website subject to the following conditions:

- The materials are used for informational purposes only.
- The materials are used for noncommercial purposes.
- The materials are used internally within your organization.

Intellectual Property Information

Time Study Buddy is a trademark or registered trademark owned by Dan Gardner. All other product names mentioned in this website are the trademarks or registered trademarks of their respective owners and are mentioned for identification purposes only.

Note that any program, publication, design, product, process, software, technology, information, know-how or idea described in this website may be the subject of other rights, including other intellectual property rights, which are licensed to Fiscal Experts Inc.

Fiscal Experts, Inc. will defend County against any third party claim(s) that Time Study Buddy infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). County must notify Fiscal Experts, Inc. promptly in writing of the claim and give Fiscal Experts, Inc. sole control over its defense or settlement. County agrees to provide Fiscal Experts, Inc. with reasonable assistance, cooperation, and information in defending the claim at Fiscal Expert's expense.

Disclaimer

This website and the information contained therein (the BUDDY WEBSITE) is provided by Fiscal Experts Inc. and is intended to be used as a tool to assist organizations in the preparation of their time studies.

The buddy website is provided as is, and Fiscal Experts Inc. makes no express or implied representations or warranties regarding the buddy website. Without limiting the foregoing, Fiscal Experts inc. does not warrant that the BUDDY WEBSITE will be error-free or will meet any particular criteria of performance or quality. Fiscal Experts Inc. expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, compatibility, security and accuracy.

Your use of the BUDDY WEBSITE is at your own risk and you assume full responsibility and risk of loss resulting from the use thereof. Fiscal Experts Inc. Will not be liable for

any special, indirect, incidental, consequential or punitive damages or any other damages whatsoever, whether in an action of contract, statute, tort (including, without limitation, negligence) or otherwise, relating to the use of the BUDDY WEBSITE.

If any of the foregoing is not fully enforceable for any reason, the remainder shall nonetheless continue to apply.

Certain links in the BUDDY WEBSITE lead to resources maintained by third parties over whom Fiscal Experts Inc. has no control. Fiscal Experts Inc. makes no representations or warranties as to the accuracy of, or any other aspect relating to, those resources.

**FIRST AMENDMENT
AGREEMENT FOR SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
FISCAL EXPERTS, INC.
FOR FISCAL YEARS 2014-2015 THROUGH 2018-2019**

This First Amendment to the Agreement dated June 16, 2015, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Fiscal Experts, Inc., a California corporation doing business as the Time Study Buddy™, hereinafter referred to as "CONTRACTOR," is entered into this 27th day of June, 2017.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Administration, desired to obtain access to, and use of, the web-based, Time Study Buddy™ study service and receive related hosting, maintenance and training services; and

WHEREAS, on June 16, 2015, COUNTY and CONTRACTOR, entered into an Agreement for Services Regarding the use of the Time Study Buddy™ study service and the provision of related hosting, maintenance and training services ("License and Service Agreement"); and

WHEREAS, the parties now desire to amend certain provisions of the License and Service Agreement to extend the term thereof and increase the maximum amount payable thereunder.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 4 – Term of the License and Service Agreement is hereby amended to read as follows:

4. TERM:

This Agreement shall begin on May 1, 2015 and shall remain in full force and effect until June 30, 2019, unless sooner terminated as provided herein.

2. Section 5 – Compensation of the License and Service Agreement is hereby amended to read as follows:

5. COMPENSATION:

The maximum amount payable for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Two Hundred Eighty Thousand Dollars (\$280,000.00). In no event shall the maximum amount paid under this Agreement exceed Seventy Thousand Dollars (\$70,000.00) per fiscal year, for fiscal years 2015-2016 through 2018-2019. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. The specific rates and costs applicable to this agreement are set forth in Exhibit B – Payment Agreement, which is attached hereto and incorporated herein by reference.

3. The License and Service Agreement is hereby amended to delete Exhibit B – Payment Agreement ("Exhibit B"), and replace it in its entirety with the modified version of Exhibit B that is attached hereto and incorporated herein by reference. The modified version of Exhibit B attached hereto shall supersede any and all prior versions thereof, as of July 1, 2017.

4. Except as modified herein, the License and Service Agreement dated June 16, 2015 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original License and Service Agreement the provisions of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

FISCAL EXPERTS, INC.:

By: Dan Gardner

Date: 6/6/2017

Name: DAN GARDNER

Title: CEO

By: Brian Gardner

Date: 6/6/2017

Name: BRIAN GARDNER

Title: SECRETARY

COUNTY OF HUMBOLDT:

By: Virginia Bass

Date: 6/27/17

Virginia Bass
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Kayley
Risk Management

Date: 6/16/17

LIST OF EXHIBITS:

Exhibit B – Payment Agreement

EXHIBIT B
PAYMENT AGREEMENT

Fiscal Experts, Inc.
For Fiscal Years 2014-2015 Through 2018-2019

1. MAXIMUM AMOUNT PAYABLE:

The maximum amount payable for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Two Hundred Eighty Thousand Dollars (\$280,000.00). In no event shall the maximum amount paid under this Agreement exceed Seventy Thousand Dollars (\$70,000.00) per fiscal year, for fiscal years 2015-2016 through 2018-2019. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount.

2. RATE OF COMPENSATION:

CONTRACTOR's maximum standard access fee for the Time Study Buddy is Twenty-Five Dollars (\$25.00) per COUNTY employee, up to five hundred (500) employees, per quarter. The rate of such access fee shall be reduced to Twelve Dollars and Fifty Cents (\$12.50) per each additional COUNTY employee beyond five hundred (500) employees.

3. PAYMENT:

CONTRACTOR shall submit to COUNTY quarterly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement as of the invoice date. Invoices shall be in a format approved by, and shall include backup documentation as specified by, the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement will be made within thirty (30) days after receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to the following address:

COUNTY: Humboldt County DHHS – Social Services
Attention: Financial Unit
507 F Street
Eureka, California 95501



CERTIFICATE OF LIABILITY INSURANCE

FISCA-1

OP ID: AV

DATE (MM/DD/YYYY)
06/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pleasanton Valley Insurance Lic #0B07066 6602 Owens Drive, Suite 200 Pleasanton, CA 94588 Zachary Weiss	CONTACT NAME: Andrea Ellis, CSR PHONE (A/C No, Ext): 925-462-2111 FAX (A/C No): 925-462-2113 E-MAIL ADDRESS: certs@pvigroup.com													
	<table border="1"> <tr> <td>INSURER(S) AFFORDING COVERAGE</td> <td>NAIC #</td> </tr> <tr> <td>INSURER A: Sentinel Insurance Company</td> <td>11000</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sentinel Insurance Company	11000	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Fiscal Experts, Inc. 5350 Dunlay Dr. Unit #2716 Sacramento, CA 95835														

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED (INS/D)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X X	51SBATU4865	07/05/2016	07/05/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		51SBATU4865	07/05/2016	07/05/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Technology E&O		51SBATU4865	07/05/2016	07/05/2017	1,000,000 2,000,000 Retention 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Humboldt, its elected officials, officers, employees, agents and volunteers are included as additional insureds. Waiver of subrogation applies. Coverage is primary; endorsement attached.

CERTIFICATE HOLDER COUNOFH County of Humboldt Human Resources Risk Management 825 5th St., Room 131 Eureka, CA 95501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Wayne M Rudick
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