

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

519



FROM: Department of Mental Health

SUBMITTAL DATE:

December 23, 2009

SUBJECT: Approve the Agreement with Jaguar Computer Systems, Inc.

RECOMMENDED MOTION: Move that the Board of Supervisors approve:

1. The Agreement between the Department of Mental Health and Jaguar Computer Systems, Inc. (Jaguar) to provide various Information Technology (I.T.) services for FY 09/10;
2. Authorize the Chairman of the Board of Supervisors to sign the Agreement with Jaguar for \$380,000 for FY 09/10;
3. Authorize the Riverside County Purchasing Agent to annually renew, amend, increase and/or decrease this Agreement with Jaguar for I.T. services up to 10% of the approved agreement amount; and
4. Exempt the Riverside County Purchasing Agent from the single source and competitive bids requirement in accordance with Ordinance 459.4 when annually renewing this Agreement with Jaguar through June 30, 2012.

BACKGROUND: Historically, the Riverside County Purchasing Agent, on behalf of the Department of Mental Health (DOMH), has contracted with Jaguar annually to provide on-site Network Administrative Services. (Continued on page 2)

JW:BL:SL

Jerry Wengerd
Jerry Wengerd, Director
Department of Mental Health

**FINANCIAL
DATA**

Current F.Y. Total Cost:	\$ 380,000	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NA
Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: 98% State/Prop. 63 and 2% Federal

Positions To Be Deleted Per A-30 ☐
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *Debra Cournoyer*
Debra Cournoyer

BY: *NEAL R. KIPNIS*
DATE

Policy ☒ Policy ☒

Consent ☐ Consent ☐

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD
Per Exec. Ofc.:

Prev. Agn. Ref.:

District: ALL

Agenda Number:

3.26

SUBJECT: Approve the Agreement with Jaguar Computer Systems, Inc.

BACKGROUND (continued):

In preparation for the implementation of the new Behavioral Health Information System (BHIS) funded with Prop. 63, and to comply with the required system redesigns as mandated by Federal and State regulations for the management of various Prop. 63 Programs; it has become necessary for the DOMH to increase the contract agreement with Jaguar to provide the required system and network support. Therefore, the DOMH is requesting that the Board of Supervisors sign the revised Agreement with Jaguar for \$380,000 for FY 09/10.

Jaguar has been an approved County vendor for more than fifteen years, and has over twenty-eight years of experience facilitating the integration of new knowledge and emerging technology into departmental workplaces. Jaguar has worked extensively in the past with DOMH.

PERIOD OF PERFORMANCE:

The revised Agreement is effective from December 1, 2009 and will continue through June 30, 2010. Due to a two (2) year anticipated BHIS System implementation process, this agreement maybe renewed annually through June 30, 2012 if deemed necessary by the DOMH, and upon the availability of applicable Federal, State or County funds.

FINANCIAL IMPACT:

The revised Agreement will be for \$380,000, and will be funded by 98% State/ Prop. 63 and 2% Federal. No additional County funds are required.

PRICE REASONABLENESS:

On 10/07/2008, Agenda Item No. 3.30, the Board of Supervisors approved multiple contractors for a variety of computer related services. These awards were based on the competitive Request for Proposal PUARC-933, and required any individual project over \$100,000 to be approved by the Board. Jaguar is one of these approved County vendors, and is the most qualified and lower cost vendor to perform system implementation and consultation services for the DOMH.

PROFESSIONAL SERVICE AGREEMENT

For

SYSTEM IMPLEMENTATION/CONSULTATION SERVICES

Between

COUNTY OF RIVERSIDE

and

JAGUAR COMPUTER SYSTEMS, INC.



This Agreement, made and entered into this 1st day of December, 2009, by and between Jaguar Computer Systems, Inc. (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE DEPARTMENT OF MENTAL HEALTH (herein referred to as "COUNTY"). The parties agree as follows:

1. Description Of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of six (6) pages at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page, attached hereto and by this reference incorporated herein.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement, and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective December 1, 2009 and continue in effect through June 30, 2010, renewable in one (1) year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon said effective date and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed three-hundred and eighty thousand dollars (\$380,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or

products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index - All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas in prevention and early intervention services and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Department of Mental Health
Information Services
4095 County Circle Drive
Riverside, CA 92503

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (to be provided upon award); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

1 **3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end
2 is contingent upon and limited by the availability of COUNTY funding from which payment can be made.
3 No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year
4 unless funds are made available for such payment. In the event that such funds are not forthcoming for any
5 reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be
6 deemed terminated and have no further force and effect.

7 **4. Alteration or Changes to the Agreement**

8 **4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are the
9 only authorized COUNTY representatives who may at any time, by written order, make alterations to this
10 Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the
11 performance under this Agreement, an equitable adjustment shall be made in the Agreement price or
12 delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

13 **4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be
14 made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have
15 notice of any actual or claimed change in the work which results in additional and unanticipated cost to the
16 CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification,
17 he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section
18 shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has
19 been a change.

20 **5. Termination**

21 **5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served
22 upon the CONTRACTOR stating the extent and effective date of termination.

23 **5.2** COUNTY may, upon five (5) days written notice, terminate this Agreement for
24 CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or
25 fails to make progress so as to endanger performance and does not immediately cure such failure. In the
26 event of such termination, the COUNTY may proceed with the work in any manner deemed proper by
27 COUNTY.

28 **5.3** After receipt of the notice of termination, CONTRACTOR shall:

1 (a) Stop all work under this Agreement on the date specified in the notice of termination;
2 and

3 (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any
4 materials, reports or other products which, if the Agreement had been completed or
5 continued, would have been required to be furnished to COUNTY.

6 **5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance
7 up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

8 **5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior
9 to the date of termination) upon dishonesty or a willful or material breach of this Agreement by
10 CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever
11 to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further
12 compensation under this Agreement.

13 **5.6** The rights and remedies of COUNTY provided in this section shall not be exclusive and are
14 in addition to any other rights and remedies provided by law or this Agreement.

15 **6. Ownership/Use of Contract Materials and Products**

16 The CONTRACTOR agrees that all materials, reports or products in any form, including electronic,
17 created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to
18 this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any
19 purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution
20 within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part
21 such materials, reports or products without prior written authorization of the COUNTY.

22 **7. Conduct of Contractor**

23 **7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to,
24 other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in
25 any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR
26 further covenants that no person or subcontractor having any such interest shall be employed or retained by
27 CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the
28 CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's
29 interests.

1 7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt
2 to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from
3 individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in
4 accomplishing the work under this Agreement.

5 7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and
6 entertainment directly or indirectly to COUNTY employees.

7 **8. Inspection of Service; Quality Control/Assurance**

8 8.1 All performance (which includes services, workmanship, materials, supplies and equipment
9 furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the
10 COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate
11 cooperation to any inspector or other COUNTY representative to permit him/her to determine the
12 CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products
13 provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall
14 have the right to require the CONTRACTOR to perform the services or provide the products in
15 conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to
16 be performed or the products to be provided are of such nature that the difference cannot be corrected, the
17 COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to
18 ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement
19 price to reflect the reduced value of the services performed or products provided. The COUNTY may also
20 terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY
21 because of the CONTRACTOR's failure to perform.

22 8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control
23 and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY
24 representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance
25 under this Agreement at any time upon reasonable notice to CONTRACTOR.

26 **9. Independent Contractor**

27 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall
28 not be deemed an employee of the COUNTY. It is expressly understood and agreed that the
29 CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any

benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

1 **12. Licensing And Permits**

2 CONTRACTOR shall comply with all State or other licensing requirements, including but not
3 limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing
4 requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants
5 that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance
6 of this Agreement as required by the laws and regulations of the United States, the State of California, the
7 County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these
8 throughout the term of this Agreement.

9 **13. Use By Other Political Entities**

10 The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this
11 Agreement to each and every political entity, special district, and related non-profit entity in Riverside
12 County. It is understood that other entities shall make purchases in their own name, make direct payment,
13 and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to
14 CONTRACTOR for other entities' purchases.

15 **14. Non-Discrimination**

16 CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits,
17 accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race,
18 religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex
19 in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall
20 comply with the provisions of the California Fair Employment and Housing Act (Gov. code 12900 et. seq.),
21 the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C.
22 S1210 et seq.) and all other applicable laws or regulations.

23 **15. Records and Documents**

24 CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or
25 COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to
26 certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books,
27 documents and records shall be maintained by CONTRACTOR for at least five years following termination

of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

1 **18. Notices**

2 All correspondence and notices required or contemplated by this Agreement shall be delivered to the
3 respective parties at the addresses set forth below and are deemed submitted two days after their deposit in
4 the United States mail, postage prepaid:

5 **COUNTY OF RIVERSIDE**

6 Department of Mental Health
7 Information Services
8 Attn: Rosie Whitehead, IT Officer I
9 3190 Chicago Ave.
10 Riverside, CA 92507
11

CONTRACTOR

Jaguar Computer Systems, Inc.
Attn: George F. Hoanzl, Vice President
4135 Indus Way
Riverside, CA 92503

12 **19. Force Majeure**

13 If either party is unable to comply with any provision of this Agreement due to causes beyond its
14 reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war,
15 civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

16 **20. EDD Reporting Requirements**

17 In order to comply with child support enforcement requirements of the State of California, the
18 COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the
19 Employment Development Department. The CONTRACTOR agrees to furnish the required data and
20 certifications to the COUNTY within 10 days of notification of award of Agreement when required by the
21 EDD. This data will be transmitted to governmental agencies charged with the establishment and
22 enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or
23 certificates required may result in the contract being awarded to another contractor. In the event a contract
24 has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements
25 for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders
26 and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any
27 questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also
28 contact its local Employment Tax Customer Service Office listed in the telephone directory in the State
29 Government section under "Employment Development Department" or access their Internet site at
30 www.edd.ca.gov.

21. **Hold Harmless/Indemnification**

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification of COUNTY. CONTRACTOR's obligations hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the COUNTY.

21.2 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

21.3 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

1 **22. Insurance**

2 Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the
3 COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost
4 and expense, the following insurance coverages during the term of this Agreement:

5 **22.1 Workers' Compensation**

6 If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR
7 shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the
8 State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease
9 with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive
10 subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate
11 Employer Endorsement.

12 **22.2 Commercial General Liability**

13 Commercial General Liability insurance coverage, including but not limited to, premises liability,
14 contractual liability, products and completed operations liability, personal and advertising injury covering
15 claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy
16 shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their
17 respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or
18 representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per
19 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply
20 separately to this agreement or be no less than two (2) times the occurrence limit.

21 **22.3 Vehicle Liability**

22 If CONTRACTOR's vehicles or mobile equipment are used in the performance of the obligations
23 under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or
24 hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such
25 insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than
26 two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and
27 Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors,
28 employees, elected or appointed officials, agents or representatives as Additional Insureds.

22.4 Professional Liability Insurance

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

22.5 General Insurance Provisions - All lines

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The CONTRACTOR's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written

1 notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation,
2 expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation,
3 expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of
4 Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance
5 and original copies of endorsements or certified original policies, including all endorsements and
6 attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force
7 and effect. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished***
8 ***original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance***
9 ***including all endorsements and any and all other attachments as required in this Section. An individual***
10 ***authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each***
11 ***policy and the Certificate of Insurance.***

12 d) It is understood and agreed to by the parties hereto and the insurance company(s), that the
13 Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and
14 the COUNTY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall
15 not be construed as contributory.

16 e) The COUNTY's Reserved Rights--Insurance. If, during the term of this Agreement or any
17 extension thereof, there is a material change in the scope of services; or, there is a material change in the
18 equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the
19 COUNTY reserves the right to adjust the types of insurance required under this Agreement and the
20 monetary limits of liability for the insurance coverage's currently required herein, if, in the COUNTY Risk
21 Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has
22 become inadequate.

23 f) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of
24 subcontractors working under this Agreement.

25 g) The insurance requirements contained in this Agreement may be met with a program(s) of
26 self-insurance acceptable to the COUNTY.

1 **23. General**

2 **23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by
3 operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to assign or
4 delegate any interest hereunder without said consent shall be deemed void and of no force or effect.

5 **23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement
6 shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of
7 this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any
8 terms of this Agreement shall not be construed as in any manner changing the terms or preventing
9 COUNTY from enforcement of the terms of this Agreement.

10 **23.3** In the event the CONTRACTOR receives payment under this Agreement which is later
11 disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall
12 promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may
13 offset the amount disallowed from any payment due to the CONTRACTOR.

14 **23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless
15 specifically stated in the Agreement.

16 **23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage
17 or under a conditional sales contract or other agreement by which an interest is retained by a third party.
18 The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or
19 provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

20 **23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or
21 equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to
22 be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified
23 in this Agreement.

24 **23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's
25 performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR
26 with reasonable facilities and timely access to COUNTY data, information and personnel.

27 **23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and
28 regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the
29 event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR
30 shall comply with the more restrictive law or regulation.

1 **23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and
2 health ordinances, statutes or regulations which apply to performance under this Agreement.

3 **23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health
4 Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of
5 California (Cal/OSHA).

6 **23.11** This Agreement shall be governed by the laws of the State of California. Any legal action
7 related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the
8 State of California located in Riverside, California, and the parties waive any provision of law providing for
9 a change of venue to another location. In the event any provision in this Agreement is held by a court of
10 competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless
11 continue in full force without being impaired or invalidated in any way.

12 **23.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of
13 the parties with respect to its subject matter and supersedes all prior and contemporaneous representations,
14 proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or
15 modified only by a written amendment signed by authorized representatives of both parties.

16 **24. Work Product**

17 All reports, preliminary findings, or data assembled or compiled by the CONTRACTOR under this
18 Agreement become the property of the COUNTY. The COUNTY reserves the right to authorize others to
19 use or reproduce such materials. Therefore, such materials shall not be circulated in whole or in part, nor
20 released to the public, without the direct authorization of the Director or authorized designee.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to
execute this amendment.

COUNTY:

County of Riverside
Board of Supervisors
4080 Lemon Street, 5th Floor
Riverside, CA 92501

INFORMATION COPY:

County of Riverside
Department of Mental Health
P.O. Box 7549
Riverside, CA 92503-7549

CONTRACTOR: Jaguar Computer Systems, Inc.

COUNTY OF RIVERSIDE:

Signed: 

Chairman, Board of Supervisors

Date: 12/22/09

Title: VP

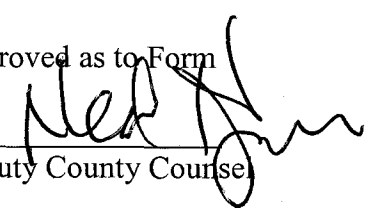
ATTEST: Kecia Harper-Ihem, CLERK

COUNTY COUNSEL

PAMELA J. WALLS

Deputy

Date: _____

Approved as to Form 

By _____

Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICE

- I. Jaguar will provide the following Scope of Service(s)/Deliverable(s) to the DOMH's Public Guardian Program, Friday Night Live Program, Quality Management Region and General Administration.

ITEM	PROJECT NAME	SCOPE OF SERVICE(S)/DELIVERABLE(S)
1	Teleforms Project	<p>a. Scope of Service</p> <ol style="list-style-type: none">1. Teleforms;2. Installation of new version of product;3. Create a new login;4. Ensure workstation is working;5. Moved to a new server to increase speed and address memory needs; and6. Update maintenance contract to obtain documentation of correct procedures for moving the program to a new server. <p>b. Deliverables</p> <ol style="list-style-type: none">1. Trouble shoot current client PC;2. Determine what is needed to make it work;3. Install new version on a different server;4. Test; and5. Put server into production.
2	eCURA Project	<p>a. Scope of Service</p> <ol style="list-style-type: none">1. Work With Staff in 4.2.19 Testbed environment, and maintain environment;2. Work with Staff in full testing of ECP capability in 4.2.19; and3. Deploy 4.2.19 into production, and create a schedule for 4.3.5 upgrade. <p>b. Deliverables</p> <ol style="list-style-type: none">1. eCURA Training;2. Create Test Machine and install eCURA;3. Send to Testers; and4. Install Production server.
3	Geographical Information Systems (GIS) Project	<p>a. Scope of Service</p> <ol style="list-style-type: none">1. Installation of GIS application upgrade software;2. Installation of Administrative tools for GIS application;3. Installation of JVM for use by the software;4. Enable shared folders for Research Development Team access;5. Ensure DNS has been updated and is working using the address eve.mhriv01 that resolves to the correct IP address for Eve;6. Ensure DNS has been resolved and users can use the

		<p>GIS map program;</p> <ol style="list-style-type: none"> Created mappings that the GIS group needs to publish maps; Implement firewall security; Create GIS team local server admin rights; Enable GIS program to create virtual folders; Configure MS-IIS on Eve; and Installation of ARCIMS Designer. <p>b. Deliverables</p> <ol style="list-style-type: none"> Installation of GIS application upgrade software; Installation of Administrative tools for GIS application; Installation of JVM for use by the software; Enable shared folders for Research Development Team access; Ensure DNS has been updated and is working using the address eve.mhriv01 that resolves to the correct IP address for Eve; and Ensure DNS has been resolved and users can use the GIS map program.
4	Replacement Development Project	<p>a. Scope of Service</p> <ol style="list-style-type: none"> Install IIS and Outlook as part of new development computer system; Change the Permissions to match those on current development; Move files from temporary development machine to new server; Replace Substitute PC with new Development PC; Configure PC for Use on the network at Magnolia; Configure Outlook; Install Microsoft IIS; and Duplicate Permissions from old Development Server <p>b. Deliverables</p> <ol style="list-style-type: none"> Replace Substitute PC with new Development PC; Acquire new Dev PC from RCMHD IT; Configure PC for Use on the network at Magnolia; Configure Outlook; Install Microsoft IIS; and Duplicate Permissions from old Development Server.
5	Shared Drives Project	<p>a. Scope of Service</p> <ol style="list-style-type: none"> Move folders to new prod Server(s); Move folders from older (2 to be retired) Server(s); Identify/configure Access rights per Research Dept User needs; and Maintain Production access during Folder move/reconfiguration (no impact to users).

		<p>b. Deliverables</p> <ol style="list-style-type: none"> 1. Determine what Shared folders will be moved; 2. Move files from Both Starbase and Legion01; 3. Copy Files from Old server to Eve server; 4. Share Folders on Eve server; 5. Set permissions to new folders so they match permissions on the old servers; 6. Determine what "bat" files have to be change and do it; 7. Copy "Delta" files that changed after the copy; 8. Monitor for a week and if no problems delete old location; and 9. Make sure old files are not being used. 	
6	STDOFFSOFT Project	<p>a. Scope of Service</p> <ol style="list-style-type: none"> 1. Document list of employees and current software versions; 2. Review list with Mental Health – Network Supervisor; 3. Reconfigure patching of current standard Software using Shavlik Netchk Pro; and 4. Provide additional Software installation/upgrades using either Shavlik or MS SMS Server. <p>b. Deliverables</p> <ol style="list-style-type: none"> 1. Document list of employees and current software versions; and 2. Install new software on users' machines. 	
7	HPAA/PII Assessment Project	<p>a. Scope of Service</p> <ol style="list-style-type: none"> 1. ASA Site to Site VPN encryption; 2. End devices encrypted with device policy; and 3. Logging of Medical Personal information. 	
8	Virus Removal/Patching Project	<p>a. Scope of Service</p> <ol style="list-style-type: none"> 1. Complete deployment/configuration of 7 Major AV/Patch servers on ADS env.; 2. Migrate Shavlik Netpro7 Patch management system to new ADS/7 major patch/AV servers in Dept; and 3. Migrate/upgrade Symantec AV to 7 major patch/AV servers in Dept. 	
9	A-50 Email Retention Policy – Quest Folder Deployment Project	<p>a. Scope of Service</p> <ol style="list-style-type: none"> 1. E-mailed to Users and documentation – User; 2. Status Report "A" Attached; 3. Quest manual Archive - 2 users remain unreachable; and 4. Address all workstation issues. 	
10	Research Business Unit – Extranet Server Project	<p>a. Scope of Service</p> <ol style="list-style-type: none"> 1. Setup, configuration and posting of content of Extranet Public - Content Management and Resource Database providing search tool for Community Providers and Resources; 	

		<ol style="list-style-type: none"> 2. Search query capacity only by public entities; 3. No data connections to internal database(s) will be implemented due to County security policy; and 4. One search point for pulling together data from multiple sources. <ol style="list-style-type: none"> i. For example, pull information from 2-1-1 website, from Network of Care, and from internally generated data which is not connected to the internal network from the County RCIT secure DMZ (secure public facing zone), database updates will be manually transferred to Extranet Web sever, ie. FTP services.
11	Research Business Unit – Intranet Server Project	<ol style="list-style-type: none"> a. Scope of Service <ol style="list-style-type: none"> Intranet – Departmental use only Content Management and Research Department Report Distribution: 1. System services to include distribution of reports by posting to this secure website; 2. Users receive an email that a report was ready; 3. Centralized departmental resource would allow users authenticate and download the report; 4. Integrate with current programming for dynamically generating reports based on user requests; 5. Support of dynamic forms authorizing identified staff to update; 6. Post and search for frequently asked questions; 7. Task and message tracking, delegation, reminders, and timelines for completion; 8. Link to all other applications listed above; and 9. Departmental “Shared Portal” with ability to share information in real-time.
12	Power Management Implementation Project	<ol style="list-style-type: none"> a. Scope of Service <ol style="list-style-type: none"> 1. The implementation of scripting and test bed in support of Enterprise Standards for PC Power Management compliance. The employment of PC hibernation into low power modes after a period of inactivity, without causing critical app disconnections or impeding updates and patches to systems. 2. Desktop (Windows WP, 2000, and NT) time outs will be applied based on no activity with following criteria: <ol style="list-style-type: none"> i. Monitor time outs after 20 minutes; ii. Disk timeouts after 20 minutes; iii. Stand-by timeouts after 30 minutes; and iv. Hibernate timeouts after 120 minutes.
13	Phase I of PII Assessment - Implementation Project	<ol style="list-style-type: none"> a. Scope of Service <ol style="list-style-type: none"> 1. Provide a turn key assessment (End-point to Host) implementation of Medi-Cal Personally Identifiable

		<p>Information (PII) system that complies with Medi-Cal privacy and security regulations.</p> <ol style="list-style-type: none"> 2. The recommended approach to the PII system will be comprehensive of all information used in search for or identifying individuals that access client files, including end-point security, transmission security, Host security and logging. 3. Training database Program – Create Report, forms and database inclusive of Mental Health name, type of training, and date of training. 4. Management Oversight and Monitoring – program Web Intranet based input screens and database. 5. Computer Security Safeguards – The implementation of system and audit controls including, desktop, laptops, removable media devices, and all emails. 6. Network transmissions – Design and implementation of encrypted end-to-end system with 128 bit AES or 3DES, with IDS/IPS intrusion detection and prevention. 7. Implement programming to identify logging process to: Program for authentication to PII logs of all accesses and failures Automate logs of date and time stamps on all transactions. 8. Log all program and data changes to PII systems accessed by Users, system administrators, developers, and auditors.
14	PII Assessment Project	<p>a. Scope of Service</p> <ol style="list-style-type: none"> 1. Two-phase approach – Phase II to implementation of a Medi-Cal Personally Identifiable Information (PII) System beginning with Departmental Assessment. 2. Provide a turn key assessment (End-point to Host) implementation of Medi-Cal Personally Identifiable Information (PII) system that complies with Medi-Cal privacy and security regulations. 3. Identify all Mental Health systems that contain individual PII information. 4. Physical Network Assessment – Network scan <ol style="list-style-type: none"> i. Number of servers; ii. Number of email devices; iii. Applications; and iv. Service packs installed. 5. Product Investigation <ol style="list-style-type: none"> i. Licenses; and ii. Appliances. 6. Host Assessment <ol style="list-style-type: none"> i. Review of profiles and policies by users and groups.

		<p>7. Document</p> <ul style="list-style-type: none">i. Technical vulnerabilities of Systems, applications, and databases Hardware platforms (servers, storage array, site-to-site VPN Appliances, software, and programming); andii. Physical security - report any identified physical security vulnerabilities.	
15	Network Administrator	<p>a. Scope of Service</p> <ul style="list-style-type: none">1. On-site engineer to provide primary technical consultation services.	
16	Network Administration Support	<p>a. Scope of Service</p> <ul style="list-style-type: none">1. On-call and on-demand technical network administration support.	

**EXHIBIT B
PAYMENT PROVISIONS**

- I. The total maximum amount that the COUNTY shall pay the CONTRACTOR for all services to be provided under this contract shall not exceed three-hundred and eighty thousand dollars (\$380,000.00).
- II. The CONTRACTOR will be paid at an hourly rate of \$85.00.
- III. Project Hours and Reimbursement Amount (by Project).

ITEM	DESCRIPTION	ESTIMATED # OF HOURS	COST PER HOUR	COST
1	Teleforms Project	38 hrs	@ \$85.00/hr	\$3,230.00
2	eCURA Project	52 hrs	@ \$85.00/hr	\$4,420.00
3	Geographical Information Systems (GIS) Project	62 hrs	@ \$85.00/hr	\$5,270.00
4	Replacement Development Project	36 hrs	@ \$85.00/hr	\$3,060.00
5	Shared Drives Project	132 hrs	@ \$85.00/hr	\$11,220.00
6	STDOFFSOFT Project	142 hrs	@ \$85.00/hr	\$12,070.00
7	HPAA / PII Assessment Project	284 hrs	@ \$85.00/hr	\$24,140.00
8	Virus Removal / Patching Project	42 hrs	@ \$85.00/hr	\$3,570.00
9	A-50 Email Retention Policy - Quest Folder Deployment Project	62 hrs	@ \$85.00/hr	\$5,270.00
10	Research Business Unit Extranet Server Project	92 hrs	@ \$85.00/hr	\$7,820.00
11	Research Business Unit – Intranet Server Project	182 hrs	@ \$85.00/hr	\$15,470.00
12	Power Management Implementation Project	42 hrs	@ \$85.00/hr	\$3,570.00
13	Phase I of PII Assessment – Implementation Project	230 hrs	@ \$85.00/hr	\$19,550.00
14	Phase II – Assessment Project	489 hrs	@ \$85.00/hr	\$41,565.00
15	Network Administrator	1,529 hrs	@ \$85.00/hr	\$129,965.00
16	Network Administration Support	1,056 hrs	@ \$85.00/hr	\$89,760.00
	Total Hours and Cost	4,470 hrs	@ \$85.00/hr	\$379,950.00

*Note: Five (5) Jaguar personnel will be providing these services.