

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

533



SUBMITTAL DATE:
April 18, 2011

FROM: Riverside County Regional Medical Center (RCRMC)

SUBJECT: Approval of the Professional Service Agreement for Thin Client Implementation between the County Of Riverside and AgreeYa Solutions at the cost of \$348,000.00

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize the Chairman of the Board to sign (3) Three Originals of the attached agreement between the County of Riverside and AgreeYa Solutions for an amount not to exceed \$348,000.00;
2. Authorize the Purchasing Agent to sign any ministerial amendments to include additional work as required for a 12 month period on behalf of the County;
3. Authorize the Hospital Director and/or his designee to administer this agreement with AgreeYa Solutions;
4. Direct the Clerk of the Board to file one executed Original and return (2) Two Original signed agreements to Riverside County Regional Medical Center.

BACKGROUND: Riverside County Regional Medical Center, Information Services supports approximately 1500 workstations with approximately 4,750 Active Directory user accounts, 600 printers and other devices located at three major locations. Additionally,

(Continued on Page 2)

Douglas D. Bagley

Douglas D. Bagley, Hospital Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 348,000.00	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$	Budget Adjustment:	No
	Annual Net County Cost:	\$	For Fiscal Year:	11/12

SOURCE OF FUNDS: Enterprise Funds 100%	Positions To Be Deleted Per A-30	<input type="checkbox"/>
APPROVE	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

BY: *Debra Courmoyer*
Debra Courmoyer

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis* DATE: 4/20/11
NEAL R. KIPNIS

Poli cy Poli cy
Consent Consent

Dept's Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.:	District: 5	Agenda Number:
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ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.25

BOARD OF SUPERVISORS

FORM 11: Approval of the Professional Service Agreement for Thin Client Implementation between the County Of Riverside and AgreeYa Solutions at the cost of \$348,000.00

PAGE 2

BACKGROUND "con't":

RCRMC has approximately 250 applications. RCRMC requires a qualified organization to implement VMware thin client solution using the existing available infrastructure to support the new Hospital Information System.

On behalf of RCRMC, County Purchasing released Request for Proposal (RFP) MCARC153. The RFP was sent directly, via email to three companies and advertised on the County's Internet/Website. The RFP closed on January 5, 2011 with three bidders submitting proposals; Siemens Healthcare \$1,816,601.00, GST \$615,000.00 and AgreeYa Solutions \$348,000.00.

PRICE REASONABLENESS

The evaluation team reviewed and scored each proposal based on the evaluation criteria contained in the RFP. The evaluation team met with two (2) of the bidders for clarification of their respective proposals. After a thorough vetting of the two finalists and a complete and comprehensive evaluation, based on technical score and pricing, AgreeYa Solutions was recommended to provide the Thin Client Implementation.

ATTACHMENT:

Professional Service Agreement between County of Riverside and AgreeYa Solutions

REVIEW/APPROVAL:

County Counsel
County Purchasing

PROFESSIONAL SERVICE AGREEMENT

for

Thin Client Implementation

(Phase I)

between

COUNTY OF RIVERSIDE

And

AgreeYa Solutions



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This Agreement, made and entered into this ____ day of _____, 2011, by and between AgreeYa Solutions, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (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 (10) Ten pages at the prices stated in section 3.1 and Exhibit B, Payment Provisions, consisting of (1) One page, and Attachment I, HIPAA Business Associate Attachment to the Agreement, consisting of (6) Six pages.

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 Contractor shall complete all designs, software configurations, installation, and acceptance testing, documentation and training within 10 calendar weeks from the start of the engagement for all components plus 4 weeks of additional post deployment support. All issues identified during the post deployment period will be resolved to the COUNTY's satisfaction. Contractor will provide a 90 day warranty period where support can be provided remotely. If Contractor is unable to continue with the project for any reason, then the County shall have the right to hire an alternate firm to complete the job. The cost of the alternate will be deducted from any costs due to Contractor, but shall not exceed the remainder of amounts owed to the Contractor for work performed to that point. Contractor shall not start work prior to the date of the contract signing and until Contractor has submitted the necessary bond(s) and liability insurance acceptable to County as specified herein. Nothing in this section will relieve Contractor of its obligation relative to starting work as required elsewhere in these specifications. Contractor agrees to honor pricing schedule for additional work as

required for a 12 month period after completion and acceptance of all designs, software configurations, installation, and acceptance testing, documentation and training.

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 \$348,000.00 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 be considered and approved by COUNTY. 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 (Computer 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 Regional Medical Center
Information Services
26520 Cactus Ave
Moreno Valley CA 92555

- 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 MCARC153; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

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

4. Alteration or Changes to the Agreement

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

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

5. Termination

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

5.2 COUNTY may, upon thirty (30) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 CONTRACTOR may, upon thirty (30) days days written notice, terminate this Agreement for COUNTY's default, if COUNTY refuses or fails to comply with the terms of this Agreement or fails to make payments on time, and does not immediately cure such failure.

5.4 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.5 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the completion and sign off of a task in accordance with this Agreement and at the rates set forth in Exhibit B.

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

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

6. Ownership/Use of Contract Materials and Products

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

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by

CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

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

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

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) terminate the agreement.

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

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the 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 Purchasing Department'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.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance

of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

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

14. Non-Discrimination

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

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, 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.

18. Notices

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

COUNTY OF RIVERSIDE

Riverside County Regional Medical Center
26520 Cactus Ave.
Moreno Valley, CA 92555

CONTRACTOR

AgreeYa Solutions
110 Woodmere Rd
Folsom, CA 95630

19. Force Majeure

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

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at 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 (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services 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 or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney

fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their 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 to Indemnitees as set forth herein. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.3 The specified insurance limits required in this Agreement shall be the limit for CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21.4 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 Indemnitees to the fullest extent allowed by law.

21.5 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.

21.6 LIMITATION OF LIABILITY. CONTRACTOR'S LIABILITY TO COUNTY UNDER OR RELATING TO THIS AGREEMENT OR FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM THE SERVICES PROVIDED UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, TORT OR ANY OTHER THEORY OF RECOVERY, SHALL IN NO EVENT EXCEED THE AMOUNTS PAID OR PAYABLE BY COUNTY TO CONTRACTOR UNDER THIS AGREEMENT, AND IN NO EVENT SHALL CONTRACTOR BE LIABLE TO COUNTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR GOOD WILL) RELATED TO THIS AGREEMENT OR RESULTING FROM COUNTY'S USE OR INABILITY TO USE THE SOFTWARE PRODUCTS AND/OR SERVICES, OR BASED ON THE LOSS OF OR

COST OF RECOVERING ANY DATA OR DATA BASE, OR ARISING FROM ANY CAUSE OF ACTION WHATSOEVER, INCLUDING CONTRACT, WARRANTY, TORT, STRICT LIABILITY, INDEMNITY OR NEGLIGENCE, EVEN IF CONTRACTOR HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

22.2 Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

22.3 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.4 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

22.5 General Insurance Provisions - All lines:

1) 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.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention 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.

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

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the

COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

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

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

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

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

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

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

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

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

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

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

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

COUNTY:

CONTRACTOR:

Signature: _____

Signature: Ajay Kaul

Print Name: _____

Print Name: AJAY KAUL

Title: _____

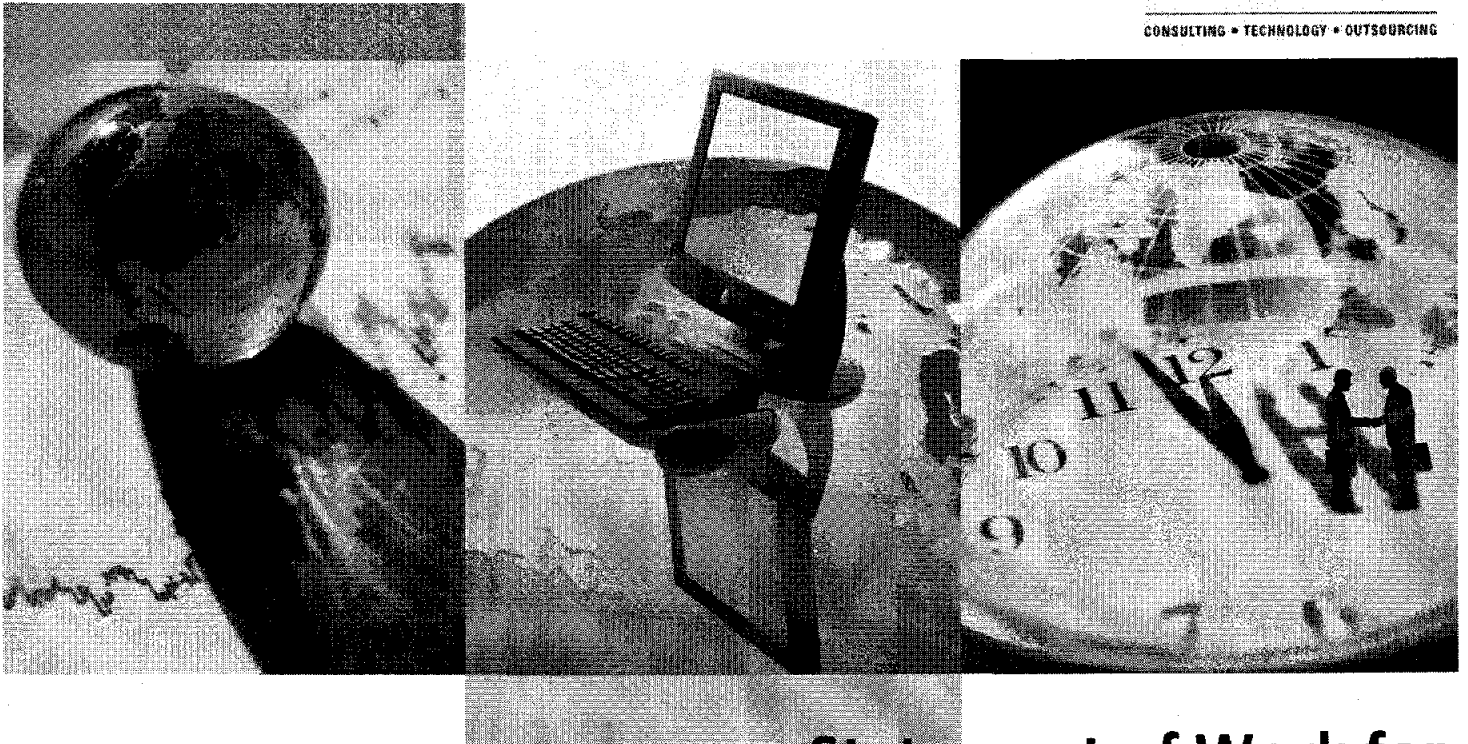
Title: MANAGING PARTNER

Dated: _____

Dated: 04/25/2011

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE 4/28/11

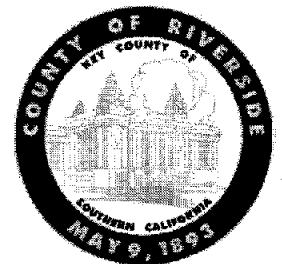
EXHIBIT A



Statement of Work for

Thin Client Implementation (Phase I)

Prepared for:



Feb 8, 2011

1. Introduction

AgreeYa Solutions (“AgreeYa”) along with its business partner (“PC Solutions Pvt Ltd”), hereafter referred as the AgreeYa Team, is pleased to submit a Statement of Work (“SOW”) to County of Riverside (“County”) for the Thin Client Implementation project.

County of Riverside is seeking to engage AgreeYa Solutions to implement VMware thin client solution that leverages existing infrastructure to support a new Hospital Information System. AgreeYa team’s role is to implement a VDI solution for 600 desktops and active connections. We will be working with the County as a trusted advisor to ensure that the County is utilizing Best Practices and is receiving the appropriate amount of training to maintain the environment after we leave.

2. Scope of Work

AgreeYa team is proposing a solution that will implement a solution that will result in the rollout of 600 Thin Clients (and a subset of Desktop) in a VMWare VDI environment utilizing the County’s VMWare software. The solution that we implement will be scalable to 1500 concurrent users. Our solution will focus on providing Riverside County with a better user experience especially as it relates to the users Login time.

The AgreeYa team will provide the following activities listed below:

- Implement both critical and non-critical components within 98 days of the project initiation
- Critical Components
 - Implement the VMWare based solution capable of supporting 600 concurrent users initially and scalable to 1,500 concurrent users for a total population of 5,000 users
 - Implement the solution capable to provide better performance benchmark and users experience in comparing to the existing PC based workstations environment. The initial login time using current workstation (PC) is less than 30 seconds. The subsequence login time of using the same credential at the same workstation is less than 17 seconds. The implemented solution will provide better login performance with 10 seconds or less for our users. The solution will provide better performance and an improved user experience when compared to the existing PC based workstations environment
 - Deploy up to 600 thin client workstations, Thin Client laptop or an existing PCs (HP D530) to user workspaces. This deployment will include but is not limited to, prepare, assemble, package, test, and physically install new Wyse workstations and monitors
 - Integrate a Single Sign-On (SSO) solution based on Imprivata with the thin client environment.
 - Integrate Rumba (Terminal Emulation Software) Terminal ID (TID) with thin client workstations to access Siemens Invision mainframe application (statically assigned TID per client device)
 - Configure the new proposed solution to work with existing backup software, Networker, provided by County
 - Integrate the existing Symantec anti-virus solution for thin client environment

- Deliver VDI infrastructure with base OS and nineteen (19) mandatory applications as defined in “Applications List for Acceptance Testing”. The Acceptance Criteria as defined in the RFP will be identified and agreed to in the first 30 days of the project
- Special Considerations
 - Implement a thin client solution using the County’s existing VMWare technology (VMware ThinApp 4, VMware Workstation 7, VMware vSphere 4 Enterprise Plus, VMware vCenter Server 4, VMware View 4), utilizing the current version, on Wyse thin client workstation (C90LEW WES), Thin Client Laptops or an existing PCs (HP D530)
 - Provide a secured remote access solution for mobile or remote users using existing VMware technology without a need for installation of software at local workstation
 - Critical: Provide mobile users with a web-based remote access solution using VMView
 - Non-Critical: Provide mobile users with an encrypted USB device and allow for synchronization of data
- Non-Critical Components
 - Implement a Microsoft System Center solution that will be used for providing Service Packs and Patches to the VDI environments, including Exchange and AD servers.
 - Integrate the existing Symantec (previously GuardianEdge) mobile data protection solution (USB, CD/DVD, Flashdrive) for thin client environment. (Non-Critical Component)

2.1 Project Approach (Tasks and Deliverables)

Based upon our understanding, we have proposed a customized approach that will leverage our experience and deliver quality results to County. The proposed approach is grounded in our SEI CMMI Level 5 and ISO 9001:2008 certified SUMMIT process framework that ensures each project adheres to benchmarked time, cost, and quality service levels. This approach will be discussed and customized further as needed to suit County’s needs if necessary.

Here are the list of tasks that will be performed during this engagement.

Task 1: Project Management

Project Management is an ongoing task throughout the entire duration of the project and applicable to all the tasks. It starts with creation of the detailed project plan and continues with implementation and monitoring of those plans until the project closeout phase.

The AgreeYa team will perform the following activities:

- AgreeYa will develop and provide a project plan consisting of project schedule and tasks, assigned AgreeYa and County staff roles and responsibilities to the County’s Project Manager for review and approval.
- The Project Manager will be on-site for the duration of the project.
- The Project Manager will conduct weekly project meeting and provide weekly project status reports to the County’s Project Manager.

- The AgreeYa team members as defined in the RFP response will be physically located in Riverside for the duration of the project.
- Organize and conduct project team meetings
- Prepare meeting summaries documenting key understandings and agreements
- Provide a weekly (and adjust as appropriate) progress report illustrating the following:
 - Work completed and major milestones achieved
 - Planning activities for a future date
 - Issues and Risks
 - Corrective actions
 - Changes in project schedule if any

AgreeYa employs SUMMIT's structured project management processes. SUMMIT project management framework is based on the PMBOK and SEI CMMI guidelines

SUMMIT's project management approach evangelizes the following project management techniques:

- Ensure regular communication to inform the stakeholders of the project status, issues, risks, and mitigation plan
- Involve customer staff in key decision making to eliminate surprises
- Regularly track issues and risks so as to adhere to time, cost, and quality expectations

County's Responsibility:

- Work with AgreeYa Team's Project Manager to resolve issues related to maintaining the project schedule, ensuring high quality deliverables, accepting deliverables and approving payment of invoices as needed during the project
- Participate in status meeting
- Review progress reports
- Provide single set of consolidated comments on draft deliverables

Key Deliverable(s):

- Detailed project plan
- Weekly status reports
- MOM for regular meetings
- Effective project team communication
- Project completed within budget and on schedule
- High quality deliverables

Task 2: Analysis and Planning

During this phase AgreeYa Team will ensure the current environment is ready for deployment, review the requirements and the design solution, develop the deployment methodology, and create documentation according to Microsoft Operation Framework (MOF) and provide documentation to the County staff and Subject Matter Experts.

AgreeYa Team will also document the business requirements. To achieve this, AgreeYa Team will facilitate focus groups and conduct one-on-one and/or group interviews with key County staff with respect to the portal development.

The requirements will be documented in a System Requirement Specifications (SRS) document and submitted to County for approval.

AgreeYa Team will perform the following activities:

- AgreeYa will analyze the requirements and current environment (VMware infrastructure, SANS, and applications), create a Details Designed Solution (DDS) document, and develop a deployment methodology.
- AgreeYa will provide specifications requirements and recommendation for procurement if additional hardware and software are required (such as additional disk space, memory, software licensing, bandwidth for wide area network, etc...) to complete the implementation.
- AgreeYa will provide a DDS document to the County's Project Manager for review and sign off.
- AgreeYa will communicate deployment methodology and deployment plan along with its impact to County's Project Manager, Stakeholders, and users.
- AgreeYa will provide systems documentation to the County for review and approval. The County may elect to use its own templates for systems documentation.

- Develop an interview agenda and other material to be used for the interviews
- Facilitate functional focus groups and one-on-one and/or group telephonic interviews
- Verify that the project environment and project team members are adequately prepared to discuss, document, and analyze the system requirements.
- Validate functional and technical requirements with County

County's Responsibilities:

- Provide and schedule locations for focus group to meet
- Identify and schedule focus group and interview participants
- Participate in focus group and interview sessions
- Review draft System Requirements Specifications (SRS) Document and provide timely feedback
- Approve SRS Document

Key Deliverable(s):

- Procurement Recommendation
- System Requirements Specifications Document (SRS)
- Detailed Design document
- Deployment plan and methodology

Task 3: Product Installation and Customization

During this task, AgreeYa Team will install and configure the hosted software on production system identified for County and meet County's unique requirements. During this task, AgreeYa Team will:

- AgreeYa will install and configure the hosted software including the latest patch releases on County's systems.
- AgreeYa will successfully configure the software for production use. Success is to be determined by County acceptance.
- AgreeYa will successfully configure the existing backup software, Network, to backup the newly installed / configured hosted software.
- AgreeYa will successfully demonstrate to County ability to restore the entire solution.
- AgreeYa will deliver a complete set of technical and end-user system documentation, both on hard copy and CD. Documents will be in MS Word .doc or .docx format.
- Demonstration of successful recovery and failover test

County's Responsibility:

- Respond to AgreeYa Team's request for clarifications and/or information in a timely manner
- Provide feedback on installed software

Key Deliverable(s):

- Infrastructure document sharing details of new environment
- Backup/Restore document for technical details for the new infrastructure
- Basic end user system documentation
- Installing and configuring the hosted software along with the backups. The project status report will indicate successful completion of this phase.

Microsoft System Center Product Installation and Customization

During the Deployment task, AgreeYa Team will install and configure the current version of Microsoft System Center (Operations Manager and Configuration Manager). These tools will be configured to apply patches to the Applications and OS running on the thin client environments, and the Exchange and AD servers.

- Install and configure the hosted software including the latest patch releases
- Configure the software for production use

County's Responsibility:

- Respond to AgreeYa Team's request for clarifications and/or information in a timely manner
- Provide feedback on installed software
- Provide the necessary hardware and software

Key Deliverable(s):

- Acceptance plan
- Test cases
- Installing and configuring the System Center software. The project status report will indicate successful completion of this phase.

Task 4: System, Integration and Acceptance Testing

AgreeYa Team recognizes the importance of thoroughly testing our implementations to deliver a high quality environment. Our commitment to producing quality results, along with our experience in using proven techniques, will produce an environment that will meet the documented functional and operational requirements.

AgreeYa Team will perform the following activities:

- Using the Acceptance Plan, AgreeYa will demonstrate to County's satisfaction that the installed solution is fully functional, meets all specified requirements stated in Appendix D of the RFP, including secured remote administration, and both internal and external communication via IP connection.
- Prepare the SIT environment, which may be a combination of infrastructure at AgreeYa Team and County facilities
- Conduct System and Integration Testing
- Fix defects if any identified during system and integration testing

County's Responsibilities:

- Respond to AgreeYa Team's request for clarifications and/or information in a timely manner
- Prepare environment for installation in production environment

Key Deliverable(s):

- Tested VDI Environment
- System and Integration test results
- County Accepted Test Cases

Task 5: Deployment

The purpose of this task is to deploy the approved solution in the production environment and release for general use. AgreeYa Team will assist County in preparing, assembling, packaging, testing, and physically installing of Wyse thin client workstations and monitors to user's workstation.

AgreeYa Team will perform the following activities:

- AgreeYa will deploy the solution for the hospital clinical common areas using both existing wired and wireless infrastructure.
- AgreeYa will deploy the solution for the hospital mobile carts using wireless infrastructure.
- AgreeYa will deploy the solution for Mental Health facility using existing wired infrastructure across the County wide area network to the hospital infrastructure.
- AgreeYa will deploy the secured remote access solution for mobile users with laptops or workstations at home via the Internet.
- AgreeYa will deploy the solution to support 600 concurrent users that scalable to 1,500 concurrent users for a total population of 5,000 users.

County's Responsibilities:

Provide VPN access for authorized AgreeYa Team personnel to access County's environment, as necessary

Key Deliverables:

- Inventory checklist sharing details of implemented systems
- Deploy solution at hospital, CPC building, Mental Health facility and for remote users
- Release Notes

Task 6: Post Deployment Support

The purpose of this task is to create a transitioning period where AgreeYa will be on-site to provide support of the newly implemented solution.

AgreeYa Team will perform the following activities:

- AgreeYa will provide 30 calendar days of post deployment support on-site 7 days per week, 24 hours per day.

County's Responsibilities:

Work with AgreeYa on problem identification, resolution and Root Cause Analysis

Task 7: Training

AgreeYa Team will provide training to County staff in a "Train-the-trainer" model. The AgreeYa Team will provide two (2) full day training classes with each class holding up to fifteen County technical staff as nominated by County. The county will provide the facilities and list of people to attend the course. AgreeYa is assuming that all of the resources will be familiar with the VMWare products, as we will be focusing the training on the County's environment. At the end of the training, we will provide the user manual to County. A course curriculum and detailed schedule will be published in advance to the participants.

The AgreeYa Team will prepare all necessary training material. The County will need to assist in the development of these materials by providing insight into the County's process, standards and environment. We assume that County will assign key functional experts to the training documentation team to ensure:

- The course material adhere to County standards
- The course material has enough detail to cover all aspects of the solution

AgreeYa Team will perform the following activities:

- AgreeYa will provide training for five (5) County technical staff at County designated facility. At the end of training, County staff shall be able to perform, at a minimum, the following:
 - Install, modify and configure the installed solution
 - Operate the installed solution
 - Perform maintenance on the installed solution
 - Customize and modify screens and reports
 - Program Wizards
 - Import and export data
 - Configure and modify reports
 - Administer the system including setting up Users security access profiles
 - Backup and recovery of the system
 - Add, modify, delete templates
 - Add, modify, delete applications to templates
- AgreeYa will deliver training as described above
- AgreeYa will provide on-line reproducible technical training materials.

County's Responsibilities:

- Arrange logistics for training
- Ensure timely participation from the trainees
- Arrange training venue and facilities such as access to projector, connectivity, printer etc.

Key Deliverables:

- User manual
- Training PPT deck
- Technical manual for new environment
- End user system documentation

Task 8: Project Closure/Sign-off

AgreeYa Team will prepare documentation that reports, at a summary level, the lessons learned in the process of implementing the solution. The documentation of user manual will be complete enough for subsequent technical personnel review to determine configuration issues. County will provide a *sign-off* indicating satisfactory delivery of project documents and completion of 30 calendar days of post deployment support. The Warranty period will commence after project closure..

County's Project Manager will review all issues, milestones, final invoicing and deliverables due from AgreeYa Team. Upon determination of project completion by the County Project Manager in consultation with AgreeYa Team Project Manager, the County Project Manager will make a recommendation for the final acceptance to the County's project Steering Committee. Based on this recommendation, County will state final acceptance in writing that the implemented solution meets County's requirements and is operable.

County's Responsibilities:

- Participate in project closeout
- Provide final project sign-off

Key Deliverable(s):

- Project closure report
- Project lesson learned
- Configuration manual
- Lessons learned
- Final Acceptance of the distance learning portal by County
- Documentation Repository

Task 9: Warranty Period

The AgreeYa Team will provide 90 days of Remote Level 3 Warranty support. Level 1 (basic customer issues) and Level 2 (in-depth technical) support will be provided by the County's IT department. AgreeYa's Level 3 support includes fixes for installation issues or major show stopping issues with the Thin Client implementation. AgreeYa will provide solutions for incidents escalated from the County's Level 1 & 2 engineers.

County's Responsibilities:

- Level 1 (basic customer issues) t
- Level 2 (in-depth technical) support

Key Deliverable(s):

- Issue Tracking and Resolution performance
- Issue Resolution
- Monday – Friday (9am – 5pm) Support

3. Assumptions

In developing this proposed Statement of Work and associated pricing, AgreeYa has made the following assumptions:

- During implementation stage, it is expected that two of the County's IT staff will participate so that they can acquire knowledge by working with AgreeYa team
- Delays that occur during the project caused by the Customer process (i.e. delay in approval or decisions, unavailability of concern persons, unavailability of prerequisites like hardware, software, etc.) will incur additional charges. In all cases, AgreeYa team will try to find a mutually agreed upon solution prior to occurring these additional costs.
- County will handle the initial calls from all users (Level 1 support) and AgreeYa team will work with the County to resolve those issues (Level 2 support). This will be done collaboratively to ensure that the County's engineers are familiar with the problem resolution process

4. Exclusions

The following activities are specific exclusions from scope for the proposed engagement:

- Active Directory profile creation, Group Policies and configuration is not in the scope of this project. AgreeYa team will work directly with the IT group on any configurations that may be needed. It is understood that AgreeYa will not have, and should not have, access to the Active Directory environment.

5. Project Schedule

Below are the proposed project timelines for the Phase – I of the project.

Based on our current understanding, AgreeYa estimates to complete the Critical components in ninety (98) calendar days from the date of Project Initiation assuming continuity of the project without any delay in build releases. The non-critical components will be completed during the same 98 days, which will give us 30 days for overlapping Stabilization and Post Deployment support.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Task 1: Project Management	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Task 2: Analysis and Planning	■	■	■											
Task 3: Product Installation and Customization		■	■	■										
Task 4: System, Integration and Acceptance Testing				■	■	■								
Pilot and Stabilization							■	■						
Task 5: Deployment									■	■				
Task 6: Post Deployment Support											■	■	■	■
Task 7: Training						■								
Task 8: Project Closure/Sign-off												■	■	■

6. Pricing

AgreeYa is proposing a billing process that is flexible and customizable as our proposed solution. We estimate the current scope will take about 14 weeks' time and total costs will be \$348,000.00. On Project Initiation, the AgreeYa team will be able to make a determination of the exact duration of the individual tasks.

7. Terms and Conditions

Followings are the terms and conditions:

- This offer is valid for 60 days from date of the proposal
- AgreeYa Team will take a maximum of one (1) weeks' time to initiate the project from the day of purchase order issued by County to AgreeYa Team.
- A single point of contact will be identified for all project communication, and issue resolutions.
- Payment should to be released to AgreeYa Team within 30 days of the invoice receipt by County.
- The price quoted will remain firm through the contract term agreed upon.
- Any additional activity, apart from the ones mutually agreed upon in the final contract, will require a separate change request analysis and effort estimation exercise. These change requests will be priced on a Time and Material basis.

8. Location of Performance of Work

County of Riverside office in Riverside, CA and AgreeYa Delivery Center, and any other location deemed appropriate by AgreeYa to provide the services established herein.

EXHIBIT B

PAYMENT TERMS

AgreeYa will invoice on each of the following milestones and County will pay the invoice in 30 days from the date of invoice.

<u>Milestone</u>	<u>Percentage of Price as per Exhibit A</u>	<u>Amount</u>
Award of Contract	10%	\$34,800
Completion of Task 1: Project Management	0%	
Completion of Task 2: Analysis and Design	10%	\$34,800
Completion of Task 3: Product Installation and Customization	10%	\$34,800
Completion of Task 4: System, Integration and Acceptance Testing	20%	\$69,600
Completion of Task 5: Deployment	30%	\$104,400
Completion of Task 6: Stabilization and Post Deployment Support		
Completion of Task 7: Training		
Completion of Task 8: Project Closure/Sign-Off	20%	\$55,200
Completion of Task 9: Warranty		\$14,400

Attachment I

HIPAA Business Associate Addendum to the Agreement
Between the County of Riverside
and
AgreeYa Solutions

This HIPAA Business Associate Agreement Addendum ("Addendum") supplements, and is made part of the Agreement for Services (the "Underlying Agreement") between the COUNTY OF RIVERSIDE ("County") and AgreeYa Solutions ("Contractor") as of the date of approval by both parties.

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services certain Protected Health Information ("PHI") and/or certain electronic Protected Health Information (ePHI) may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the "Privacy Rule") and/or Part 162 (the "Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI and /or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and,

WHEREAS, Contractor, when a recipient of PHI and/or ePHI from County, is a Business Associate as defined in the Privacy Rule; and,

WHEREAS, the parties agree that any disclosure or use of PHI and/or ePHI be in compliance with the Privacy Rule, Security Rule, or other applicable law;

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

1. Definitions. Unless otherwise provided in this Addendum, capitalized terms shall have the same meanings as set forth in the Privacy Rule and/or Security Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Contractor of County Disclosed PHI and/or ePHI
 - A. Contractor shall be permitted to use PHI and/or ePHI disclosed to it by the County:
 - (1) On behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule and/or Security Rule;
 - (2) As necessary to perform any and all of its obligations under the Underlying Agreement.

- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, Contractor may:
- (1) Use the PHI and/or ePHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) Disclose the PHI and/or ePHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor. Contractor may disclose PHI and/or ePHI as necessary for Contractor's operations only if:
 - (a) The disclosure is required by law; or
 - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI and/or ePHI that the person or organization will:
 - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as required by law; and,
 - (ii) The third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
 - (3) Aggregate the PHI and/or ePHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (4) Not disclose PHI and/or ePHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI as authorized in writing by County.
 - (5) De-identify any and all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Contractor agrees that it will neither use nor disclose PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law, or as otherwise permitted by law.
- D. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are stricter in their requirements than the provisions of HIPAA and prohibit the disclosure of mental health, and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. Obligations of County.

- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
 - B. County agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
 - C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI and/or ePHI.
 - D. County shall not request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under the Privacy Rule and/or Security Rule.
 - E. County will obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or the Underlying Agreement.
4. Obligations of Contractor. In connection with its use of PHI and/or ePHI disclosed by County to Contractor, Contractor agrees to:
- A. Use or disclose PHI and/or ePHI only as permitted or required by this Addendum or as required by law.
 - B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
 - C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
 - D. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum of which Contractor becomes aware.
 - E. Require sub-contractors or agents to whom Contractor provides PHI and/or ePHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Addendum.
 - F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI and/or ePHI created or received for or from the County.
 - G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
5. Access to PHI, Amendment and Disclosure Accounting. Contractor agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.

- B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County's request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
 - D. Make available to the County, or to the Secretary of Health and Human Services, Contractor's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor's compliance with the Privacy Rule, subject to any applicable legal restrictions.
 - E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
 - F. Within thirty (30) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.
 - G. Not make any disclosure of PHI that County would be prohibited from making.
6. Access to ePHI, Amendment and Disclosure Accounting. In the event contractor needs to create or have access to County ePHI, Contractor agrees to:
- A. Implement and maintain reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality of, the integrity of, the availability of, and authorized persons' accessibility to, County ePHI as applicable under the terms and conditions of the Underlying Agreement. The ePHI shall include that which the Contractor may create, receive, maintain, or transmit on behalf of the County.
 - B. Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriated safeguards.
 - C. Report to County any security incident of which Contractor becomes aware that concerns County ePHI.

7. Term and Termination.

- A. Term – this Addendum shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, except as terminated by County as provided herein.
 - B. Termination for Breach – County may terminate this Addendum, effective immediately, without cause, if County, in its sole discretion, determines that Contractor has breached a material provision of this Addendum. Alternatively, County may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor with an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of County in a timely manner, County reserves the right to immediately terminate this Addendum.
 - C. Effect of Termination – upon termination of this Addendum, for any reason, Contractor shall return or destroy all PHI and/or ePHI received from the County, or created or received by Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI, which is in possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI and/or ePHI.
 - D. Destruction not Feasible – in the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions which make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.
8. Hold Harmless/Indemnification
- A. Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.
 - B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, 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 to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Addendum.
- D. 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.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

9. General Provisions.

- A. Amendment – the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with the Privacy Rule and HIPAA generally.
- B. Survival – the respective rights and obligations of this Addendum shall survive the termination or expiration of this Addendum.
- C. Regulatory References – a reference in this Addendum to a section in the Privacy Rule means the section as in effect or as amended.
- D. Conflicts – any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, and HIPAA generally.
- E. Interpretation of Addendum – this Addendum shall be construed to be a part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of HIPAA.