

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

667



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
July 31, 2012

SUBJECT: Agreement with Geometrix Data Systems, Inc. for the purchase and installation of the Geometrix TrainingPartner Performance Management module without seeking competitive bids

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the attached Agreement # AA-02497 with Geometrix Data Systems Inc. for the period of August 1, 2012 through December 31, 2012 for an amount not to exceed \$49,600, without seeking competitive bids.
2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contract.
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed 10% of the maximum reimbursable amount of the contract.

Susan Loew

Susan Loew, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 49,600.00	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 1,850.08	Budget Adjustment:	No
	Annual Net County Cost:	\$ 672.89	For Fiscal Year:	12-13

SOURCE OF FUNDS: Federal Funding: 55.34% State Funding: 35.25%; County Funding: 3.73%; Realignment Funding: 5.30%; Other Funding: 0.38%		Positions To Be Deleted Per A-30	<input type="checkbox"/>
		Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

Prev. Agn. Ref.: District: All **Agenda Number:** 3.39

RCIT *Kevin K Crawford* 12 Jul 12
 Kevin K Crawford, CIO
 Purchasing: *Mark Seller*
 Mark Seller, Assistant Director
 CONCURRENCE: *NEAL R. KIPNIS*
 NEAL R. KIPNIS
 DEPARTMENTAL CONCURRENCE
 FORM APPROVED COUNTY COUNSEL
 BY: *Debra Cournoyer*
 Debra Cournoyer
 Policy Policy
 Consent Consent
 Dep't Recomm.:
 Per Exec. Ofc.:

RE: Agreement with Geometrix Data Systems, Inc. for the purchase and installation of the Geometrix TrainingPartner Performance Management module without seeking competitive bids

Date July 31, 2012

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BACKGROUND (Continued):

Geometrix's TrainingPartner is a software suite that includes learning management and performance management modules. The Performance Management Module manages employee performance plans and appraisals, while aligning and linking employee goals with organizational goals. The module supports employee performance planning, tracking and appraisals; goals and competencies; goal alignment, competency and skill assessment; key job responsibility measurement; and tailored development plans.

DPSS plans to purchase the Performance Management module to incorporate into the Learning Management System it has already procured from Geometrix.

DPSS procured Geometrix's TrainingPartner Learning Management System through an RFP PUARC-762 in 2006. Geometrix was the lowest cost respondent to the RFP and less than a third of the price of the second most responsible vendor.

Implementing TrainingPartner Performance Management to conduct employee evaluations will allow DPSS to leverage the data it already has created in its TrainingPartner Learning Management System.

PRICE REASONABLENESS: When Geometrix responded to DPSS RFP in 2006, they were the lowest cost respondent. For this engagement, Geometrix is offering the same rates for professional services they provided in that RFP.

Additionally, DPSS reviewed pricing for a similar product provided by Promantek; the price of this software would be \$59,500.00 in its first year and \$35,000.00 in subsequent years. In comparison, purchasing and installing TrainingPartner Performance Management will cost \$49,600.00, with annual maintenance for all TrainingPartner products DPSS owns costing \$18,040.00,

All travel expenses included in this contract will be billed according to the rates in Board Policy D-1.

FINANCIAL:

Purchase and installation not to exceed	\$49,600.00
Maintenance and support (FY13/14)	\$18,040.00

Federal Funding: 55.34% **State Funding:** 35.25%; **County Funding:** 3.73%; **Realignment Funding:** 5.30%; **Other Funding:** 0.38%

ATTACHMENT(S):

Agreement AA-02497 with Geometrix Data Systems, Inc.
Sole Source Justification

CONCUR/EXECUTE – County Counsel, County Purchasing, County Information Technology

SL:bt

Date: June 20, 2012
From: Susan Loew, Director of the Department of Public Social Services
To: Board of Supervisors/Purchasing Agent
Via: Purchasing Agent
Subject: Request for a Sole Source Procurement for TrainingPartner Performance Management Module

The below information is provided in support of the Department of Public Social Services requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for a sole source.

1. **Supply/Service being requested:** TrainingPartner Performance Management Module

The Performance Management Module manages employee performance plans and appraisals, while aligning and linking employee goals with organizational goals. The module supports employee performance planning, tracking and appraisals; goals and competencies; goal alignment, competency and skill assessment; key job responsibility measurement; and tailored development plans.

It is an integration into the Geometrix TrainingPartner Learning Management System DPSS currently uses.

2. **Supplier being requested:** Geometrix Data Systems, Inc.

3. **Alternative suppliers that can or might be able to provide supply/service:** We have not identified other vendors that can provide a solution that is integrated into the TrainingPartner Learning Management System, which DPSS already licenses.

4. **Extent of market search conducted:** There has been a review of industry literature on performance management models. A pilot of the TrainingPartner Performance Management Module was conducted by DPSS to determine if it would meet our requirements.

5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:**

Only Geometrix can provide modules compatible with and integrated into TrainingPartner.

DPSS procured Geometrix's TrainingPartner Learning Management System through RFP PUARC-762 in 2006. Geometrix was the lowest cost respondent to the RFP and less than a third of the price of the second most responsible vendor.

6. **Reasons why the Department of Public Social Services requires these unique features and what benefit will accrue to the county:**

Because the Performance Management module is tightly integrated with the Learning Management System, training plans, goals, competencies and job duties are shared between the two modules. Therefore, training is directly related to performance objectives and evaluations.

Installing the Performance Management module would leverage DPSS' investment in the TrainingPartner Learning Management System.

7. **Price Reasonableness:**

When Geometrix responded to DPSS' RFP in 2006, they were the lowest cost respondent. For this engagement, Geometrix is offering the same rates for professional services they provided in that RFP.

Additionally, DPSS reviewed pricing for a similar product provided by Promantek (note: we have not reviewed the Promantek product for functionality). The price for Promantek would be \$59,500.00 in its first year and \$35,000.00 in subsequent years. In comparison, purchasing and installing TrainingPartner Performance Management will cost \$49,600.00, with annual maintenance for all TrainingPartner products DPSS license costing \$18,040.00.

All travel expenses included in this contract will be billed according to the rates in Board Policy D-1.

- 8. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements?** There is no obligation to a future arrangement; however, we have an existing agreement with Geometrix for the software maintenance of TrainingPartner that has an aggregate end date of June 30, 2017.
- 9. **Period of Performance:**
August 1, 2012 through December 31, 2012.

Susan Soew 6-26-12

Department Head Signature **Date**

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove
 Not to exceed: \$ 49,600 ^{One time} Annual Amount through \$18,040 6-30-2017

[Signature] 7-16-12 Purchase Maintenance

Purchasing Agent **Date** **Approval Number**
(Reference on Purchasing Documents) B-056 12-522

Riverside County Department of Public Social Services

Contracts Administration Unit
10281 Kidd Street
Riverside, CA 92503

SERVICES CONTRACT: AA-02497
CONTRACTOR: Geometrix Data Systems, Inc.
CONTRACT TERM: August 1, 2012 through December 31, 2012
MAXIMUM REIMBURSABLE AMOUNT: Not to exceed \$49,600.00

WHEREAS, the Department of Public Social Services hereinafter referred to as DPSS, desires to implement Geometrix Data Systems Inc.'s Training Partner Performance Management Module;

WHEREAS Geometrix Data Systems, Inc. is qualified to provide said services;

WHEREAS, DPSS desires Geometrix Data Systems, Inc., hereinafter referred to as the Contractor, to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein of this Contract.

Authorized Signature for County:	Authorized Signature for Geometrix Data Systems, Inc. : 
Printed Name of Person Signing: John F. Tavaglione	Printed Name of Person Signing: Justin Hearn
Title: Chair, Board of Supervisors	Title: President
Address: 4080 Lemon Street, 5th Floor Riverside, CA 92501	Address: Suite 301, 780 Kings Road Victoria, B.C. V8T 5A2
Date Signed:	Date Signed: JUL 13, 2012

FORM APPROVED COUNTY COUNSEL
BY:  7/12/12
NEAL R. KIPNIS DATE

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Exhibit A - Deliverable Sign Off

Exhibit B - Change Order Request

Exhibit C – Comment Wizard Mock Up

Exhibit D – Check Box Mock Up

Exhibit E - Milestone Payment Schedule

Exhibit F - DPSS 2076A & B

CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- B. "SME" means subject matter expert.
- C. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this contract.
- D. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, ofr services to or for the Contractor or another subcontractor.
- E. "UAT" means User Acceptance Testing completed by DPSS subject matter experts (SME).

II. PROJECT OBJECTIVES

- A. Upgrade to TrainingPartner.net.
- B. Install and configure the TrainingPartner Performance Management Module.
- C. Perform customizations to the TrainingPartner Performance Management Module as determined during DPSS' pilot of the module and detailed in paragraph VII.
- D. Provide training in the use of the TrainingPartner Performance Management Module.

III. SOFTWARE

Software purchased under this agreement shall be governed by the terms and conditions agreed to by both parties in the Training Partner Software and Service Agreement executed April 18th, 2006.

IV. PROJECT DELIVERABLES

All deliverables will be reviewed and accepted by the assigned County Project Manager. The deliverables are listed in the following table:

A. The following deliverables will be met:

1.	Milestone 1 - TrainingPartner.net installation	
	Deliverable	Acceptance Criteria
	Functional testing of TrainingPartner.net completed by DPSS staff	This deliverable will be considered completed when DPSS has successfully completed testing of the TrainingPartner.net installation and executed the Deliverable Sign-Off document.
2	Milestone 2 – Performance Management Module Installation, Configuration and Customization	
	Deliverable	Acceptance Criteria
	a. Contractor Functional Testing	These deliverables will be considered completed when testing is successfully complete, any issues identified in UAT have been resolved, and DPSS has executed the Deliverable
	b. DPSS User Acceptance Testing (UAT)	

	c. Resolution of issues identified in UAT	Sign-Off document.
	d. Data Schema	This deliverable will be considered completed when DPSS has reviewed and approved the data schema and executed the Deliverable Sign-Off Document.
3.	Milestone 3 – Training	
	Deliverable	Acceptance Criteria
	a. Training materials to include: Business Administrator guides User guides	This deliverable will be considered completed when DPSS has reviewed and approved the training materials and executed the Deliverable Sign-Off Document.
	b. Business Administrator training completed	This deliverable will be considered completed when DPSS has confirmed the training is completed, provided the Contractor a DPSS In-Service 1330 Form to be submitted with the billing, and executed the Deliverable Sign-Off Document.

V. ACCEPTANCE OF DELIVERABLES

- A. The County shall have a period of ten (10) business days to determine the acceptability of a Deliverable provided by Contractor hereunder (the "Acceptance Period"). The Contractor will notify the County in writing of the completion of the Deliverable, using the Deliverable Sign Off Document (Exhibit A). The Contractor agrees that the Acceptance Period for a Deliverable shall begin when Contractor receives from the assigned County Project Manager a written receipt for such Deliverable, which the County Project Manager shall provide within five (5) days of receipt of the Deliverable Sign Off.

At any time within the Acceptance Period, the County shall:

1. Provide to the Contractor a signed copy of the Deliverable Acceptance Sign Off Document or;
 2. Provide written notice of Non Acceptance with reasonable written comments to Contractor regarding the deficiencies of the Deliverable(s). If changes or modifications are required by the County as evidenced by the Non Acceptance notification, Contractor shall have ten (10) business days to correct the deficiency noted therein and resubmit the Deliverable to the County beginning a new Acceptance Period. This process shall not exceed two cycles.
- B. All Deliverables will be delivered either electronically or in paper form to the County in English, unless otherwise specified in the Statement of Work. The County will deliver to Contractor all documents, studies, and materials in English, unless otherwise specified in the Statement of Work. All electronic documents will use the Microsoft suite of products, including, but not limited to Word, Excel, PowerPoint, Project, and Visio Pro. Signature pages may be delivered using Adobe PDF.
- C. The County will be deemed to have accepted the Deliverable(s) upon occurrence of either of the following ("Acceptance"):
1. The County submits to the Contractor the Deliverable Sign Off Document or;
 2. The County fails to notify Contractor within the Acceptance Period described above.

VI. CHANGE ORDERS

Either party may propose a change order to this Agreement. Change orders affecting this agreement will not be effective until reviewed and approved in writing by Contractor and the County and made part of the Agreement as an addendum. Change orders will be requested using the Change Order Document (Exhibit B). Contractor will submit to the County an analysis of how the County's proposed changes will affect the current work in terms of schedule and cost estimates. The County will be under no obligation to accept the cost estimates for the proposed changes. However, if the parties agree to any proposed changes, such changes shall become binding on the parties only through an Amendment to this Agreement signed by both parties. In no event shall Contractor be required to perform additional work under this Agreement, or the County is required to pay for additional work performed under this Agreement without prior written authorization in accordance with this paragraph.

VII. DPSS RESPONSIBILITIES

- A. DPSS will assign DPSS staff to be responsible for the following roles and responsibilities:
1. An IT Project Manager responsible for:
 - a. Overall planning in coordination with the Vendor project manager regarding configuration, implementation and deployment of the Performance Management System;
 - b. Managing day-to-day project for IT.
 2. SMEs responsible for working closely with the Contractor for knowledge transfer, advice, and ongoing support of the DPSS-LMS programs.
 3. SMEs responsible for providing Riverside County business expertise as requested to the Contractor and will attend hands-on System Administrator training for the Performance Management module. SMEs will also train end users for deployment of the Performance Management System.
 4. Application Administrator and Full Access Users responsible for:
 - a. Working closely with the vendor for knowledge transfer for ongoing administration support of the Performance Management System;
 - b. Working with vendor to install, configure, validate, test, and document application.
 5. Systems/Network Administrator responsible for:
 - a. Setup and maintenance of the servers including operating system installation, patches, upgrades, security, backup and retention;
 - b. Making configuration changes to the operating system as requested by the application administrator and vendor;
 - c. Day to day management of the Riverside County network infrastructure;
 - d. Providing connectivity to application environment.
 6. Users to evaluate the system for the following criteria as specified in the requirements document:
 - a. Meet functional need;
 - b. Meets process requirements.
- B. DPSS will conduct functional testing after the installation of TrainingPartner.net.
- C. For the Performance Management Module:
DPSS will configure and provide a data import to include:
1. Manually create a scale in the system and then determine what the "RATINGSCALES.RATINGSCALE_NO" is.
 2. Providing the following .csv files to the Contractor for the initial import of Learner competencies.
 - a. Create a .csv file with the following columns:
 - (i) CompetencyName (SKILLS.NAME)
 - (ii) CompetencyDesc (SKILLS.NOTE_NO)

(iii) CompetencyScale (SKILLS.RATINGSCALE_NO based on #1 above)

3. Create a .csv file with the following columns:
 - a. JobCode (TITLES.CODE)
 - b. JobName (TITLES.NAME)
 - c. JobDesc <optional> (TITLES.NOTE_NO)
 - d. CompetencyCode (using the code provided above)

4. Create a .csv file with the following columns
 - a. Job Role Skill Requirements
 - b. Job Role name (required)
 - c. Skill name (required)
 - d. Minimum score (required)
 - e. This could be set as a constant value, but it is a required field

5. Provide information for the creation of a “Comment Wizard” to include:
 - a. Evaluation Statements for all DPSS competencies
 - b. Design parameters for the comment wizard tool. A Comment Wizard Mock Up is attached as Exhibit C and incorporated by this reference.

- D. DPSS will conduct formal user acceptance testing (UAT), following the completion of the Contractor’s functional testing.

- E. Produce copies of training materials provided by the Contractor to supply to training attendees.

- F. DPSS will provide documentation of training attendance.

- G. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Contract. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.

- H. DPSS will be responsible for scheduling, availability, quality and timeliness of work its resources perform.

- F. DPSS will provide the environment, equipment, access to resources, and certain activities required to facilitate Contractor’s ability to deliver these requirements. These responsibilities include the following:
 1. Access to the County information and resources;
 2. Security access badges and clearance for appropriate the County facilities where Contractor will be expected to work on this project

VIII. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

The Contractor shall:

1. Perform the tasks and deliverables listed in paragraph II “Project Objectives” and paragraph III “Project Deliverables.”

2. Provide remote technical assistance to DPSS Systems/Network Administrator during the Training Partner.net Upgrade.
 - a. TrainingPartner.net will be installed in DPSS’ development environment and then tested by DPSS.
 - b. TrainingPartner.net will then be installed in DPSS’ production environment.

3. Be responsible for the configuration of the Performance Management Module. Configuration will include:
 - a. Configuration of pre-defined workflows to include:
 - (i) Configuration of core system;

- (ii) Configuration of on-line system. System will allow users to input comments at any time during an evaluation rating period;
 - (iii) Configuration of up three customized notifications (reminders of pending steps or of overdue steps to employees and managers for the Performance Plan workflow).
- b. Import the .csv file provided by DPSS to create the entries in the SKILLS table:
 - (i) CompetencyCode (SKILLS.CODE)
 - (ii) CompetencyName (SKILLS.NAME)
 - (iii) CompetencyDesc (SKILLS.NOTE_NO)
 - (iv) CompetencyScale (SKILLS.RATINGSSCALE_NO)
 - c. Import the .csv file to create the entries in the TITLES table:
 - (i) JobCode (TITLES.CODE)
 - (ii) JobName (TITLES.NAME)
 - (iii) JobDesc <optional> (TITLES.NOTE_NO)
 - (iv) CompetencyCode
 - d. Import of .csv file to create the entries in the table that includes the following information:
 - (i) Job Role Skill Requirements
 - (ii) Job Role name (required)
 - (iii) Skill name (required)
 - (iv) Minimum score (required)
4. Provide the following customizations to the TrainingPartner Performance Management Module:
- a. Provide a customization such that when data is daily imported from the HRMS (PeopleSoft), if the employee's Job Title (text) matches the TITLES.NAME entry, that the system "assigns" the Job Role with the same title to the employee. The previous role assignment should be deleted. As a result, when the employee opens their Performance Plan, using the existing features of the system, the competencies would be auto-assigned to the employee's performance Plan.
 - b. Provide Notifications reports (reminders of pending steps and reminders of overdue steps) to employees and managers for the Performance Plan workflow.
 - c. Provide a customization to extend the size of the "Metrics field" input field to 32,000 chars.
 - d. Provide a customization to change from "Metrics field" an input to a text-entry.
 - e. Provide a customization to enable the field to display with Competencies.
 - f. Provide a customization to add "Anniversary" dates to the STUDENTS table.
 - g. Create a "Comment Wizard" which will insert pre-written statements based on DPSS Competencies into our employee evaluations:
 - (i) Creating the comment wizard tool
 - (ii) Importing DPSS evaluation statements into the tool
 - (iii) Training how to add/edit statements
5. Modify the Plan Report to include:
- a. Report Title - reflects either performance review (review and collaboration of performance throughout the year) or Performance Evaluation (end of year evaluation);
 - b. Employee Information
 - (i) Employee name

- (ii) Employee number
 - (iii) Department/Division
 - (iv) Job classification
 - (v) Position Number
 - (vi) Rating Period
 - (vii) Supervisor Name
- c. Core Competencies
- (i) Will include Competency Name and definition.
 - (ii) Will include an “expectation and Measurement field”
 - (iii) This is currently the measurement field which is limited to 100 characters. (PLANGOALS.TARGET)
 - (iv) This field is to be expanded to a larger value (2048 characters)
 - (v) This section should include information from employee self-assessment.
 - (vi) All comments and assessment ratings (performance review)
 - (vii) Official comments (Performance Evaluation)
 - (viii) This section will include supervisor assessment.
 - (ix) All comments and assessment ratings (performance review)
 - (x) Official comments and assessment ratings (Performance Evaluation)
- d. Job Assignment Competencies
- (i) Will include Competency Name and definition.
 - (a) Will Include an “expectation and Measurement field”
 - (b) This is currently the measurement field which is limited to 100 characters. (PLANGOALS.TARGET)
 - (c) This field is to be expanded to a larger value (2048 characters)
 - (ii) This section should include information from employee self-assessment.
 - (a) All comments and assessment ratings (performance review)
 - (b) Official comments (Performance Evaluation)
 - (iii) This section will include supervisor assessment.
 - (a) All comments and assessment ratings (performance review)
 - (b) Official comments and assessment ratings (Performance Evaluation)
- e. Short Range Goals
- (i) Will include Goal Name and definition.
 - (ii) Will Include an “expectation and Measurement field” - This is currently the measurement field which is limited to 100 characters. This field is to be expanded to a larger value (2048 characters)
 - (iii) This section should include information from employee self-assessment, including all comments and assessment ratings (performance review) and official comments (Performance Evaluation)
 - (iv) This section will include supervisor assessment, including all comments and assessment ratings (performance review) and official comments and assessment ratings (Performance Evaluation).
- f. Long Range Goals
- (i) Will include Goal Name and definition.
 - (ii) Will Include an “expectation and Measurement field”
 - (a) This is currently the measurement field which is limited to 100 characters.
 - (b) This field is to be expanded to a larger value (2048 characters)
 - (iii) This section should include information from employee self assessment.
 - (a) All comments and assessment ratings (performance review)
 - (b) Official comments (Performance Evaluation)
 - (iv) This section will include supervisor assessment.
 - (a) All comments and assessment ratings (performance review)
 - (b) Official comments and assessment ratings (Performance Evaluation)

- g. Rating Period Notes (Journal Entries)
 - (i) All Comments (Performance review)
 - (ii) Official Comments (Performance Evaluation)
- h. Sign Off
 - (i) Overall Comments – this area will capture all step comments and final comments;
 - (ii) Will include an area for check boxes with text as included in the Check Box Mock up, attached as Exhibit D, and incorporated by this reference.
 - (iii) System populated fields
 - (a) Employee Name
 - (b) Supervisor Name
 - (c) Supervisor Title
 - (iv) Static Lines
 - (a) Employee Signature
 - (b) Supervisor Signature
 - (c) Reviewers Signature
 - (d) Reviewer Name
 - (e) Reviewer Title
 - (f) Date after each Signature

- 6. Provide an updated data schema including the configuration and customization included in paragraph VII.
- 7. Provide technical resources and customized documentation and training to assist the DPSS technical staff with deployment of the Performance Management Module into DPSS Production Environment.
- 8. Conduct training to include:
 - a. Development and delivery of training materials for business administrators. Training material will be supplied electronically and do not have a copyrights attached
 - b. Provide on-site training for business administrators to include, but not limited to the following topics:
 - (i) How to add and remove links to department “Goals” function
 - (ii) How to Import into the system (such as the evaluation statements)
 - (iii) Basic navigation of the system
 - (iv) Configuring WORKFLOW
 - (v) Configuring THE END-USER EXPERIENCE
 - (vi) How to set up performance plans
 - (vii) Creating performance plan templates
 - (viii) Building templates to define the process

B. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Contract shall not exceed \$49,600.

2. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of the invoice for payment as outlined in the Milestone Payment Schedule (Exhibit F) that is accompanied by a Deliverable Sign Off Document signed by the County for each required deliverable. If the required supporting documentation is not provided, DPSS may delay payment until documentation is received by DPSS.
- b. Claims for travel and expenses shall conform to the following:
 - (i) Lodging
 - Actual cost for lodging shall not exceed \$159 per night inclusive of all occupancy and accommodation taxes and other room related taxes and fees.

Claims for payment must be accompanied by copies of receipts.

(ii) Meal Expenses

The maximum reimbursement for meals is \$10, \$15, and \$25 for breakfast, lunch and dinner respectively, inclusive of taxes and tip. Tips in excess of 20% of the cost of a meal will not be reimbursed. Amounts may not be aggregated. No reimbursement for alcoholic beverages.

Claims for payments must be accompanied by copies of receipts.

(iii) Transportation

Actual cost of common carrier services, including taxicabs and car rentals, when necessary shall be allowed. Travel in business class, first class or any category on any flight above the coach/economy level is allowable if (1) the traveler pays the cost difference or (2) can document that no other option exists and the selected flight is the only option for travel. Airline government and group rates must be used when available.

Claims for payment shall be accompanied by a copy of receipt for the purchase and a copy of the ticket purchased or other voucher for common carrier expense.

(iv) Rental cars

Actual costs evidenced by a copy of the receipt and inclusive of all related taxes and other rental fees should be submitted along with copies of gas receipts (dated, vendor name printed on the receipt) obtained for the purchase of gas for the rental vehicle. Government and group rates must be used when available.

- c. The Contractor shall submit DPSS Forms 2076A & B(Exhibit F) following the instructions set forth on the "Instructions for Form 2076A & B." Exhibit D is attached hereto and incorporated herein by this reference for request of all payments.
- d. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

C. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Contract, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Contract. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the financial condition and circumstances of the Contractor since the date of the most recent financial statements.

D. RECORDS, INSPECTIONS AND AUDITS

- 1. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to charges and expenses in this Contract. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
- 2. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records with respect to charges for time and materials, which these representatives may determine to be pertinent to this Contract, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Contract and the premises in which it is being performed.

3. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
4. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Contract. The Contractor shall not be reimbursed by DPSS for such an audit.
5. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
6. Contractors that expend \$500,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular 133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

E. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Contract with any funds made available under any other Contract. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

F. DISALLOWANCE

In the event the Contractor receives payment for services under this Contract which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any contract with DPSS.

G. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Contract.

H. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and

information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

I. EMPLOYMENT PRACTICES

1. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Contract, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (FEHA), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.
3. For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

J. EQUAL EMPLOYMENT OPPORTUNITY

By signing this agreement or accepting funds under this agreement, the contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

K. HOLD HARMLESS/INDEMNIFICATION

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 Contract, 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 Contract. 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.

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. The specified insurance limits required in this Contract shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

L. INSURANCE

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 coverages during the term of this Contract.

(a) Worker's Compensation:

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Worker's 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, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(b) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, 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 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. 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 Contract or be no less than two (2) times the occurrence limit.

(c) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, 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 Contract or be no less than two (2) times the occurrence limit. Policy shall name 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 Insured(s).

2. 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 self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. 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 selfinsured retention as respects this Contract 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, 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 Contract 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 coverages 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 it's behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- (d) 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 retentions or self-insured programs shall not be construed as contributory.
- (e) If, during the term of this Contract 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverages currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- (f) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- (g) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
- (h) 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 Contract.

M. LICENSES AND PERMITS

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Contract.

N. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any

benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Contract.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Contract.

O. ASSIGNMENT

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest without written consent of DPSS shall be deemed void and of no force or effect.

P. PERSONNEL

Upon request by DPSS, the Contractor agrees to make available to DPSS a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include all staff who work full or part-time positions by title, including volunteer positions; a brief description of the functions of each position and hours each position worked; and the professional degree, if applicable and experience required for each position.

DPSS has the sole discretion to approve or not approve any person on the Contractor's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupy positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. DPSS shall notify the Contractor in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, the Contractor shall immediately remove that person from providing services under this Agreement.

Q. SUBCONTRACT FOR SERVICES

1. The Contractor shall not enter into any subcontract with any subcontractor who:
 - a. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
 - b. has within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - d. has within a 3-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
3. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

4. Nothing contained in this contract shall create any contractual relationship between any subcontractor and 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.

R. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Contract, the Contractor certifies that it, and its principals:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
2. Have not within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not within a 3-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

S. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

T. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to 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 laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All social service privacy complaints should be referred to:

Department of Public Social Services
HR/Administrative Compliance Services Unit
10281 Kidd Street
Riverside, CA 92503
(951) 358-3030

U. LOBBYING

The contractor agrees that it will not expend any Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions:

1. The awarding of any Federal contract;
2. The making of any Federal Grant;

3. The making of any Federal loan;
4. The entering into of any cooperative agreement; and
5. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement covered by 31 U.S.C. 1352.

IX. GENERAL

A. EFFECTIVE PERIOD

This Contract is effective August 1, 2012 through December 31, 2012.

B. NOTICES

All notices, claims, correspondence, and/or statements authorized or required by this Contract shall be addressed as follows:

DPSS:

Deliverables, Deliverable Sign Offs, Change orders, and other project related material:

Department of Public Social Services
Information Technology
Attn: Cindy Glenn
4060 County Circle Dr
Riverside CA, 92503

Invoices and other financial documents:

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

Contracts, insurance and other administrative documents:

Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

CONTRACTOR: Geometrix Data Systems Inc
Suite 301, 780 Kings Road
Victoria, B.C. V8T 5A2

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail or other commercial mail carrier.

C. AVAILABILITY OF FUNDING

DPSS' obligation for payment of any Contract is contingent upon the availability of funds from which payment can be made.

D. DISPUTES

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.

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.

E. SANCTIONS

Failure by the contractor to comply with any of the provisions covenants, requirements, or conditions of this Contract including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Contract. In such event, DPSS may immediately terminate this Contract and may take other remedies available by law, or otherwise specified in this Contract. DPSS may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Discontinue reimbursement to the Contractor for, and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or
3. Withhold funds pending a cure of the breach; and/or
4. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

F. GOVERNING LAW

This Contract shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Contract shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

G. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than May 1st.

H. TERMINATION

This contract shall automatically renew annually, unless cancelled by the County. This contract can be cancelled without cause upon thirty (30) day written notice.

I. ENTIRE CONTRACT

This Contract constitutes the entire Contract between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous Contracts of any kind or nature relating to the same shall be deemed to be merged herein.

Deliverable Sign-off Document

Exhibit A

Project Information		
Dept/Division:	Project:	
Project Manager:		
Contractor:		Contract#:
Project Deliverable Description		
Deliverable#:		
Deliverable Description:		
Deliverable Approval		
Approval Signatures:	Date:	Comments:
Project Manager		
CAU		
Project Sponsor		
Non Acceptance of Deliverable		
Signatures:	Date:	
Project Manager		
CAU		
Project Sponsor		
Reason for Non Acceptance		

Please return to:
 Department of Public Social Services
 Information Technology
 Attn Cindy Glenn
 4060 County Circle Dr
 Riverside CA, 92503

CHANGE ORDER REQUEST

Project:		
Change Name:		
Requested by:		DATE:

Requested Change

Description	
Reason for Change	<i>[New requirement, design change, etc.]</i>

Impact

Risk to Schedule	<i>[Note the risk to the schedule if do or do not do the change.]</i>
Impact on Cost or funding	

Risks

Risk	Risk Management Action

Steps to Implement Change

Approvals

Project Manager	Signature	Date
	Signature	Date
CAU	Signature	Date
Project Sponsor	Signature	Date

The Comment wizard

The screenshot shows a software window titled "Accountability" with the following components and callouts:

- Callout 1 (Left):** "Sample sentences based on behavior" points to the list of behaviors.
- Callout 2 (Left):** "Narrative display area" points to the text area below the behavior list.
- Callout 3 (Right):** "Performance level adjuster, This is based on above ratings 1 through 5. See below" points to the up/down arrows on the right side of the behavior list.
- Callout 4 (Bottom Left):** "Inserts completed narrative into comment field Training Partner. Edits can be made once inserted into the comment field." points to the "Submit / Replace" button.

The interface includes a title "Accountability", a sub-header "Build your comment by selecting those behaviors you wish to note. Use the up/down arrows to increase or decrease the strength of the comment.", a list of behaviors with checkboxes, a narrative text area, and three buttons at the bottom: "Submit / Replace", "Submit / Append", and "Quit".

Unsatisfactory 1	Needs Improvement 2	Meets Standard 3	Exceeds Standard 4	Outstanding 5
Cannot be relied upon to meet his commitments; assignments are frequently not completed as required.	Often needs to be followed up with and reminded about commitments he has made; sometimes assignments are not completed as required.	Keeps commitments and gets the job done.	Keeps commitments and gets the job done without delay or follow up.	Can be relied upon to keep commitments and get the job done without the slightest delay or follow up required.
Does not effectively use available resources and has not taken sufficient action to conserve organizational resources.	Sometimes fails to recognize and demonstrate personal responsibility for effectively use of available resources; could take a more active role in conserving organizational resources.	Recognizes and demonstrates personal responsibility for making effective use of the Department's resources.	Take intentional steps to use Department resources in highly effective ways and gets excellent results from his/her efforts to conserve organizational resources.	Uses available Department resources to their maximum capacity and his/her dedicated efforts to conserve organizational resources have produced remarkable results.
Often fails to provide regular progress updates and to follow up in a timely manner..	Sometimes fails to provide regular progress updates and is sometime slow with follow-up.	Provides regular progress updates and timely follow-up.	Is very dependable in providing regular and meaningful progress updates; provides prompt and reliable follow-up.	Is exceptional in his/her focused and relevant progress updates and his/her quick and reliable follow-up.
Blames external circumstances rather than taking responsibility for his own actions and outcomes.	Occasionally, he does not take responsibility for his own actions and outcomes.	Is usually dependable, prompt, and consistent in the performance of assigned duties, taking responsibility for his actions and outcomes.	Is always dependable, prompt, and consistent in the performance of assigned duties, assuming full responsibility for his actions and outcomes.	He is a role model for others in the way he fully accepts responsibility for his own actions and outcomes; he exceptionally dependable, prompt, and consistent in the performance of assigned duties.

CHECK BOX MOCKUP

Mid-Term Review - <DATE> by <SUPERVISOR>
<COMMENT>

Mid-Year Review Acceptance - <DATE> by <EMPLOYEE>
<COMMENT>

Initiate Year-End Review – Instruct Employee to Self Assess - <DATE> by <SUPERVISOR>

End of Rating Period –Self Assess - <DATE> by <EMPLOYEE>
<COMMENT>

End of Rating Period – Appraisal - <DATE> by <SUPERVISOR>
<COMMENT>

Overall Comments:

- I have discussed this evaluation with my supervisor and I agree with the evaluation
- I have discussed this evaluation with my supervisor and I do not agree with the evaluation
- I agree with the evaluation and attached comments I deem pertinent
- I do not agree with the evaluation and attached comments I deem pertinent

Employee Signature

Employee Name

Date

Manager Signature

Manager Name

Title

Date

Reviewer Signature

Reviewer Name

Title

Date

MILESTONE PAYMENT SCHEDULE

Milestone Description	Payment
Milestone #1 TrainingPartner.net Installation	\$25,000
Milestone #2 Performance Management Module Installation, Configuration and Customization	\$13,600
Milestone #3 Training	\$8,500
Travel and Expenses	Not to Exceed \$2,500

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES
CONTRACTOR PAYMENT REQUEST

EXHIBIT F

To: Riverside County
Department of Public Social Services
4060 County Circle Drive
Riverside, CA 92503

Remit to Name _____
Address _____
City _____ State _____ Zip Code _____
Contractor Name _____
Contract Number _____

Total amount requested _____ for the period of _____ 20____

Select Payment Type(s) Below:

Advance Payment \$ _____
(if allowed by Contract/MOU)

Actual Payment \$ _____
(Same amount as 2076B if needed)

Unit of Service Payment \$ _____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____
_____ # of Units) X (\$) _____

Any questions regarding this request should be directed to: _____
Name _____ Phone Number _____

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

Authorized Signature Title Date

FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)

Business Unit (5) _____ Purchase Order # (10) _____ Invoice # _____

Account (6) _____ Amount Authorized _____

Fund (5) _____ If amount authorized is different from amount request, please explain:

Dept ID (10) _____

Program (5) _____ Program (if applicable) _____ Date _____

Class (10) _____ Management Reporting Unit _____ Date _____

Project/Grant (15) _____ Contracts Administration Unit _____ Date _____

Vendor Code (10) _____ General Accounting Section _____ Date _____

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include **DPSS 2076A, 2076B** (if required). invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all DPSS Forms.)

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"
The legal name of your agency.

"Address"
The remit to address used when this contract was established for your agency. **All address changes must be submitted for processing prior to use.**

"Contractor Name"
Business name, if different than legal name *(if not leave blank).*

"Contract Number"
Can be found on the first page of your contract.

"Amount Requested"
Fill in the total amount and billing period you are requesting payment for.

"Payment Type"
Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."
Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)"
Self-explanatory (required). **Original Signature needed for payment.**
EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.