

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

198



**SUBMITTAL DATE:**  
July 17, 2012

**FROM:** Human Resources Department

**SUBJECT:** Technical Services Contract for Resumix Recruiting System

**RECOMMENDED MOTION:**

Approve a sole source technical services contract between the County of Riverside and Serene Corporation for the Resumix recruiting system renewable in one year increments, not to exceed two years.

**BACKGROUND:** Riverside County Human Resources' recruiting system, Resumix, has been supported by Serene Corporation, a third party contractor, for the previous four years. The current contract, HRARC-92045-005-08/12 expired July 21, 2012. Technical support is necessary to minimize business disruptions and to ensure that this mission critical application continues to function at its highest possible level until the new recruiting system is fully implemented. Based on market research, Serene Corporation is the only remaining source that possesses the resources and functional expertise necessary to provide the required support.

*Barbara A. Olivier*

Barbara A. Olivier  
Asst. County Executive Officer/Human Resources Dir.

**FINANCIAL DATA**

Current F.Y. Total Cost:	\$ 33,975	In Current Year Budget:	yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	no
Annual Net County Cost:	\$ 33,975	For Fiscal Year:	2012/2013

**SOURCE OF FUNDS:** 10000-11301 00000

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

**APPROVE**

BY: *Ivan M. Chand*  
Ivan M. Chand 8/16/2012

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
 BY: *Neal R. Kipnis*  
 DATE: \_\_\_\_\_  
 Departmental Concurrence  
 Purchasing: \_\_\_\_\_  
 Mark Seller, Assistant Director  
 Dep't Recomm.: \_\_\_\_\_  
 Per Exec. Ofc.: \_\_\_\_\_

- Policy
- Consent
- Policy
- Consent

Prev. Agn. Ref.:

District:

Agenda Number:

3.66



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
To be completed for all departmental purchases of IT systems, services or renewals

24327  
Tracking Number for  
Internal Use Only

614

<b>REQUESTED PURCHASE:</b>	<b>TECHNICAL MAINTENANCE AND SUPPORT CONTRACT FOR RESUMIX RECRUITING SYSTEM</b>		
<b>DEPARTMENT/AGENCY:</b>	HUMAN RESOURCES DEPARTMENT, RECRUITING & SELECTION		
<b>CONTACT NAME/PHONE:</b>	ROBIN DOWNS, HR DIVISION MANAGER, 951-955-5195		
<b>PURCHASE REQUEST:</b>	<input checked="" type="checkbox"/> NEW EQUIPMENT/SERVICES	<input type="checkbox"/> UPGRADE	<input type="checkbox"/> REPLACEMENT
<b>PURCHASE TYPE:</b>	<input type="checkbox"/> PROFESSIONAL SERVICES	<input checked="" type="checkbox"/> SOFTWARE	<input type="checkbox"/> HARDWARE <input type="checkbox"/> RENEWAL
<b>DESCRIBE REQUESTED PURCHASE</b>	Create a new technical services contract between the County of Riverside and Serene Corporation for the Resumix recruiting system. Serene corporation has been providing technical support for the previous four years. The current contract is expiring 7/22/2012.		
<b>BUSINESS NEEDS ADDRESSED</b>	Resumix is the County's primary recruiting system. Technical support is necessary to ensure this application continues to function at its highest possible level to allow positions to be filled.		
<b>ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY?</b>	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> UNKNOWN
<b>BUSINESS CRITICALITY</b>	<b>BUSINESS IMPACT (SELECT ALL THAT APPLY)</b>		
<input checked="" type="checkbox"/> Run the business	<input checked="" type="checkbox"/> Support current operations		
<input type="checkbox"/> Grow the business	<input type="checkbox"/> Reduce Expenses		
<input type="checkbox"/> Transform the business	<input type="checkbox"/> Improve Customer Service		
	<input type="checkbox"/> Improve Operational Efficiencies		
<b>BUSINESS RISKS</b>	<p>Financial:</p> <p>Operational: Without the use and reliance on the Human Resources' primary recruiting system, Human Resources personnel would be unable to recruit candidates for the majority of County positions.</p> <p>Customer: Departmental requests for candidates to fill vacant positions would go unsatisfied.</p>		
<b>ALTERNATIVE SOLUTIONS</b>	<p>1. n/a</p> <p>2. [Solution]</p> <p>3. [Solution]</p>		
<b>TRANSACTION</b>	<input checked="" type="checkbox"/> Cash Purchase	<input type="checkbox"/> Lease Purchase	Lease Years: _____
<b>PURCHASE COSTS</b>	<b>COST BENEFIT ANALYSIS</b>		
Hardware: \$0		ALTERNATIVE STATUS QUO	ALTERNATIVE ALTERNATIVE



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
 To be completed for all departmental purchases of IT systems, services or renewals

24327

Tracking Number for  
Internal Use Only

Software: \$33,975  Labor: \$0  <b>TOTAL COST: \$33,975</b>	Current Annual Cost	\$33,975	n/a	
	Ongoing Annual Cost	\$33,975	n/a	
	Annual Cost Savings	0	n/a	
	Net Annual Savings	0	n/a	
	Project Implementation Cost	0	n/a	
	Project Payback Period? yrs	0	n/a	

Department Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**RCIT RECOMMENDATION – for purchases and renewals under \$100,000**

Recommended:  Yes  No (Non-recommended requests submit to TSOC)

By: \_\_\_\_\_ Date: 06/20/12  
 Chief Information Officer Signature: **RCIT - APPROVED** Date: \_\_\_\_\_

**RCIT explanation for non-recommended requests:**

Empty box for RCIT explanation for non-recommended requests.

**TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals**

Recommended:  Yes  No (In no, provide explanation below)

TSOC Chair Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**TSOC explanation for denied requests:**

Empty box for TSOC explanation for denied requests.

Date: July 17, 2012  
From: Barbara Olivier Department/Agency: Human Resources Dept.  
To: Board of Supervisors/Purchasing Agent  
Via: Purchasing Agent  
Subject: Sole Source Procurement; Request for Technical Services Contract

The below information is provided in support of my Department 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 sole source.

**Supply/Service being requested: Technical and maintenance services in support of the Resumix recruiting system.**

1. **Supplier being requested: Serene Corporation**
2. **Alternative suppliers that can or might be able to provide supply/service: none**
3. **Extent of market search conducted: Government websites and previous acquisitions. Market research was conducted and indicates that the brand name Resumix support is required and is available through Serene Corporation. Sources: Department of Defense (DOD) and Department of the Navy.**
4. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide: Serene employs many of the software engineers previously employed by Yahoo!Resumix Corporation who possess the expertise and familiarity with the Resumix system and Riverside County's unique environment.**
5. **Reasons why my department requires these unique features and what benefit will accrue to the county: Resumix is the County's primary recruiting system. Technical support is necessary to ensure this application continues to function at its highest possible level so that positions may be filled.**
6. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier: Contract price of \$33,975.00 has remained consistent for previous four years; no increase.**
7. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain). No**
8. **Period of Performance: July 22, 2012 thru July 21, 2013, with the option to renew for an additional 12 months.**

  
Department Head Signature

7/17/12  
Date

Purchasing Department Comments:

Sole source Serene Corp  
(page 2)

Purchasing Department Comments:

*STATE and local Government Pricing*

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 33,975     One time     Annual Amount through 6-30-2014

*M. J. [Signature]*    7-19-12    13-062  
Purchasing Agent    Date    Approval Number  
(Reference on Purchasing Documents)

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**Resumix Support Services Agreement**

**between**

**COUNTY OF RIVERSIDE**

**and**

**Serene Corporation**



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This Agreement, made and entered into this 22 day of July, 2012, by and between Serene Corporation, (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 four (4) pages at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) pages, and Attachment I, HIPAA Business Associate Attachment to the Agreement, consisting of six (6) 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** This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through July 21, 2013, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed thirty-three thousand, nine hundred seventy-five dollars annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be



extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to 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 technical support service 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:

County of Riverside  
Human Resources Department  
Attention Accounts Payable  
P.O. Box 1569  
Riverside, CA 92502

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (*to be provided upon award*) quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**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 five (5) 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** 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.

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

**5.5** 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.

**5.6** 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) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

**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**

Human Resources Department  
4080 Lemon Street  
Riverside, CA 92501  
951-955-3500

**CONTRACTOR**

Serene Corporation  
3211 Scott Boulevard Suite 201  
Santa Clara, CA 95054  
(408) 884-2231

**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](http://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 in no way limit or circumscribe 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.

## **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** Professional Liability: Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either

1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**22.6 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.

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

**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:**

County of Riverside  
4080 Lemon Street  
Riverside, CA 92501  
951-955-3500

**CONTRACTOR:**

Serene Corporation  
3211 Scott Boulevard Suite 201  
Santa Clara, CA 95054  
(408) 884-2231

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS  DATE 02/12

**EXHIBIT A - SCOPE OF SERVICE**

- **CONTRACTOR/Serene will have a dedicated call center to provide desk phone and email support for the Resumix customers.**
- **COUNTY OF RIVERSIDE will be assigned a 'single point of contact' as the primary individual responsible for support related issues**
- **A secondary point of contact will be available if the primary contact is unavailable due to sickness, vacation, etc.**
- **CONTRACTOR/Serene 's help desk support will be available from 7 am to 5 pm Pacific Standard time, Monday through Friday during regular business days.**
- **CONTRACTOR/Serene will provide support for the entire suite of products listed in Attachment A. Also any future Resumix application enhancements provided by CONTRACTOR/Serene.**
- **CONTRACTOR/Serene's help desk will support product defect, function, installation, and usability issues identified by COUNTY OF RIVERSIDE.**
- **Response and Resolution time service levels:**
  - *CONTRACTOR/Serene's support organization utilizes a severity and priority based problem resolution infrastructure. Priority Levels are defined as follows*
  - *Priority Level 1 ("P1"): An Error that prevents or would prevent COUNTY OF RIVERSIDE utilization of the System in a commercial production environment (e.g., the entire system is inoperative). The initial response time for P1 issues will be less than 30 minutes. CONTRACTOR/Serene will attempt a resolution of P1 issues dealing with production outages within a 24 hour time frame.*
  - *Priority Level 2 ("P2"): An Error that renders or would render the System unusable in a commercial production environment because a major subsystem/module is not functioning in accordance with the functional specification applicable thereto (e.g., Resumix software is inoperative). This error might render a local module or function inoperable and substantially adversely affect the System ability to allow COUNTY OF RIVERSIDE to fulfill its reasonably necessary business requirements. The initial response time will be less than 90 minutes with a resolution attempt time of 48 hours*
  - *Priority Level 3 ("P3"): Function fails intermittently or if the functionality does not conform to the functional specification, a work-around exists. The initial response time will be less than 24 hours with a resolution attempt time of 6 business days*
  - *Priority Level 4 ("P4"): Functionality is not affected, but appearance is poor. This may include misspellings or obtuse error messages. The initial response time will be less than 48 hours with a resolution attempt time of 8 business days*

➤ **Automated problem tracking system**

- *CONTRACTOR/Serene will provide an automated problem tracking system that both COUNTY OF RIVERSIDE and the contractor may use to create and track problems.*
- *The automated problem tracking system will have a web-based interface to allow customers to create problem cases.*
- *Entry into the automated tracking system will require a login id and a password.*
- *A case created by the COUNTY OF RIVERSIDE will provide notification alerts to CONTRACTOR/Serene's call center and to COUNTY OF RIVERSIDE's primary point of contact*
- *COUNTY OF RIVERSIDE will be provided the capability to review its list of open cases and to select any individual case to view additional detail*
- *COUNTY OF RIVERSIDE will be provided the capability to add additional text to the case.*
- *COUNTY OF RIVERSIDE will be provided the capability to close a case.*

➤ **On going Support & Maintenance:**

- *CONTRACTOR/Serene 's ongoing maintenance strategy for the Resumix suite of products will include keeping the Hiring Gateway as current as possible by qualifying Hiring Gateway system components on the latest applicable versions of Windows, SQL Server, TIBCO, Business Objects, and other Prerequisite Products listed in Attachment A. These qualifications will be coordinated with the periodic service pack releases.*
- *CONTRACTOR/Serene's ongoing maintenance strategy for the Resumix suite of products will include service pack updates and releases based on a six month schedule. Bugs and product change requests will be reviewed, prioritized, scoped, selected, and scheduled for inclusion into specific service pack releases.*
- *Change requests considered being significant feature enhancements or major changes to functionality are not considered to be within the scope of maintenance. These types of releases and will be addressed separately with as special enhancement requests.*
- *CONTRACTOR/Serene recognizes that occasionally, emergency patches will be need to be created outside the purview of the regular maintenance releases in order to address severe or critical issues such as recurring system crashes/outages or critical data integrity or data loss situations.*

➤ **All software developed or updated as a result of maintenance and support activities (updates and service pacts) or enhancements activities will conform to strict CM standards and will be placed under formal source code control so that the software for any component in production at COUNTY OF RIVERSIDE is known and readily accessible.**

➤ **CONTRACTOR/Serene will provide COUNTY OF RIVERSIDE with the source code associated**

with any updates, service packs, or enhancement put into production to ensure the source repository owned by COUNTY OF RIVERSIDE is up to date.

- **Resumix Software Development Expertise - Maintenance and enhancements to the complex suite of Resumix products would be a definite risk without an in-depth knowledge of the Resumix software architecture, underlying design concept, and software code base. CONTRACTOR/Serene has mitigated this risk through a recent hire of very experienced senior Resumix software engineers/architects. This risk could further be mitigated by requesting Yahoo provide the Maintenance Support and Development Support items noted below.**
- **3rd Party License & Maintenance Fees - CONTRACTOR/Serene will not assume or inherit any 3rd party licenses or maintenance cost on behalf of Yahoo or COUNTY OF RIVERSIDE as a part of this agreement. For example. TIBCO, Business Objects etc. Any such costs are not included in this proposal.**
- **CONTRACTOR/Serene will only be able to provide source code enhancements to customers who have acquired the source code from Resumix or for Resumix. For customers who do not have source code rights, CONTRACTOR/Serene will only be able to provide Maintenance services on the current version of the application**
- **CONTRACTOR/Serene will continue supporting the production and test Resumix version 6.3.1 SP 2 Resumix systems in their current state. CONTRACTOR/Serene will not provide any bug fixes in the form of patches that require engineering resources to create. To get the latest fixes the County of Riverside must upgrade to Resumix version 6.4.6.**
- **CONTRACTOR/Serene Requirements & Needs to support Resumix at COUNTY OF RIVERSIDE:**
  - *User Support: COUNTY OF RIVERSIDE will provide business process owners and user resources to help during the initial analysis phase and also during the testing and user acceptance phases*
  - *Test Support: COUNTY OF RIVERSIDE will support the comprehensive Functional, System, Integration and Unit Acceptance testing*
  - *Technology Decision Support: COUNTY OF RIVERSIDE will make technology decisions on time and schedule that does not block the initial and agreed-upon work plan*
  - *System Admin, IT, DB Admin: COUNTY OF RIVERSIDE will provide technical resources such as system administrators, subject matter experts for Resumix system, any other systems that are affected by this engagement as well as database administrators to support the CONTRACTOR/Serene consultants. CONTRACTOR/Serene will provide adequate, agreed-upon notice to avail the services of these COUNTY OF RIVERSIDE resources*



- *Offsite Services Support: To effectively and efficiently achieve the stated deliverables, CONTRACTOR/Serene Corporation may elect to use telephone conversations, remote dial-in, and other offsite services as well as onsite support. These methods of delivering services, among others, constitute delivery of specified services under this Statement of Work (SOW).*
- **Source code (COUNTY OF RIVERSIDE/Yahoo): COUNTY OF RIVERSIDE will provide CONTRACTOR/Serene with the Resumix software source upon engagement of the first support or enhancement item stated in this proposal. The preferred format for the source code is Clearcase export files of all Resumix Clearcase VOB's.**
- **Build Support (Yahoo): CONTRACTOR/Serene recognizes that software source alone is insufficient to build the exact software components in production at the County of Riverside. A snapshot of the Yahoo/Resumix build machine with all build and installer projects and scripts is required as well as exact versions of all third-party software tools used to build Resumix components.**
- **Maintenance Support Items (Yahoo)**
  1. Scopus call tracking data base, ERD, customer tracking workflows, etc.
  2. Scopus data base of technical analysis notes

Development Support Items (Yahoo!)

1. Scopus bug and enhancements data base
2. Software design documents
3. Build and CM scripts
4. Q/A Test Plans
5. Professional Service Training Documents
6. Installation CD's and Keys

**EXHIBIT B - PAYMENT PROVISIONS**

*The fix-bid price for this Support & Maintenance bid on an annual basis excluding all T&E is:  
\$33,975.00 US*

**Offshore Pricing**

*Not within the scope of this commercial proposal.*