

552



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

FROM: Department of Public Social Services

SUBMITTAL DATE:
May 6, 2014

SUBJECT: To approve the Agreement with Quickstart Intelligence, Inc. for Hardware and Software Training for DPSS via the Competitive Bidding Process, With Only One Responsive/Responsible Bid Received, Districts: All, [Total Cost: \$457,928 aggregate] Funding Sources: 55.83% Federal; 24.18% State; 2.84% County; 16.79% Realignment; 0.36% Other

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board of Supervisors to execute the Professional Services Agreement AA-02824 with Quickstart Intelligence, Inc. for \$160,894 upon execution through June 30, 2015 which contains an option to renew for two (2) one (1) year periods not to exceed \$148,517 annually;
2. Authorize the Director of the Department of Public Social Services (DPSS) to Administer the Agreement; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise renewal options, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the Agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

Patricia Reynolds
 Patricia Reynolds for
 Susan von Zabern, Director

FORM APPROVED COUNTY COUNSEL
 BY: *Ameyana* 5/12/14
 DATE: _____
 DEPARTMENTAL CONCURRENCE

Purchasing: *Mark Seiler*
 Mark Seiler, Assistant Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 12,377	\$ 148,517	\$ 457,928	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 352	\$ 4,218	\$ 13,005	\$	
SOURCE OF FUNDS: Federal Funding: 55.83% State Funding: 24.18%; County Funding: 2.84%; Realignment Funding: 16.79%; Other Funding: 0.36%				Budget Adjustment: No	
				For Fiscal Year: 13/14 – 16/17	

C.E.O. RECOMMENDATION: APPROVE
 BY: *Jennifer L. Sargent*
 County Executive Office Signature Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

- Positions Added
- Change Order
- A-30
- 4/5 Vote

Prev. Agn. Ref.:

District: All

Agenda Number:

3-34

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

FORM 11: Approve the Agreement with Quickstart Intelligence, Inc. for Hardware and Software Training for DPSS via the Competitive Bidding Process, With Only One Responsive/Responsible Bid Received.

DATE: May 6, 2014

PAGE: Page 2 of 2

BACKGROUND:

Summary

DPSS is working with Riverside County IT (RCIT) on the transitioning of responsibilities and staff. However, while plans are being discussed for the transition, DPSS has a large complex Information Technology Department with multiple State systems and many hardware and software requirements. DPSS Information Technology (DPSS IT) needs to move forward due to a large amount of pending projects that need to be completed. The DPSS IT staff requires professional hardware and software training in order to increase capacity of DPSS IT personnel and to meet the information technology needs of the department.

As part of the consolidation discussions, RCIT supports DPSS to continue to provide specialized training for DPSS IT staff. SharePoint is one of the trainings DPSS staff will receive, which is important for DPSS. The value of this class will give DPSS the following skills to complete a successful SharePoint rollout:

- Configure web based collaboration between units
- Document management and library
- Robust search within SharePoint
- Web content and SharePoint management features
- Project management
- Active Directory and SQL Server integration
- Integration with Microsoft Office products

Impact on Residents and Businesses

The hardware and software training will continuously improve efficiency and effectiveness of service to internal and external customers.

SUPPLEMENTAL:

Additional Fiscal Information

Funding for this Agreement is comprised of 55.83% Federal; 24.18% State; 2.84% County; 16.79% Realignment; 0.36% Other funds.

Agreement History and Price Reasonableness

Purchasing released a Request for Quote (RFQ) on November 21, 2013, e-mailing solicitations to more than 100 companies and advertising on the County's Internet. Four (4) responses were received when the bid closed on January 6, 2014, with proposals submitted by New Horizons Computer Learning Centers, Quickstart Intelligence, Inc, OzNet Systems Inc, IS Inc. Purchasing followed up with the other companies to inquire why they did not submit a bid. Most responded that they did not offer the specific requested services in the RFQ. The RFQ specified that the vendor shall be certified as a Microsoft Gold Training Partner. New Horizons does not have this certification. New Horizons also does not offer some of the courses that were specified in the RFQ. Oznet Systems Inc and IS Inc vendor only submitted a price online and not the hard copy of the proposal as required and was deemed non-responsive. It was determined that Quickstart Intelligence, Inc. was the most responsive/responsible vendor, submitting an annual cost that shall not exceed \$148,517. OzNet Systems Inc proposed fee was \$153,874, New Horizons proposed fee was \$84,883, IS Inc proposed fee was \$144,967.

It is recommended that the award be given to Quickstart Intelligence, Inc. as the most responsive/responsible vendor for the annual aggregate amount of \$148,517.

SvZ:lam

**Riverside County Department of Public Social Services
Contracts Administration Unit
10281 Kidd Street
Riverside, CA 92503**

AGREEMENT: AA-02824

CONTRACTOR: Quickstart Intelligence, Inc.

AGREEMENT TERM: Upon Execution - June 30, 2015

MAXIMUM REIMBURSABLE AMOUNT: \$ 160,894

WHEREAS, the County of Riverside, on behalf of its Department of Public Social Services, (hereinafter referred to as the "County and or "DPSS") desires to provide Hardware and Software Training for Information Technology (IT) personnel;

WHEREAS, Quickstart Intelligence Inc. (hereinafter referred to as the "Contractor") is qualified to provide Hardware and Software Training services for Information Technology (IT) personnel;

WHEREAS, DPSS desires Quickstart Intelligence Inc., 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 and exhibits attached hereto and incorporated herein (hereinafter referred to as an "Agreement").

Authorized Signature for County:	Authorized Signature for Quickstart Intelligence Inc.
Printed Name of Person Signing: Jeff Stone	Printed Name of Person Signing: Romeo Semaan
Title: Chair, Board of Supervisors	Title: Vice President Sales & Marketing
Address: 10281 Kidd St. Riverside, CA 92503	Address: 16815 Von Karman Ave., Suite 100 Irvine, CA 92606
Date Signed:	Date Signed:

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List of Exhibits

Exhibit A- DPSS 2076A & Instructions

Exhibit B- Contractor Cost Sheet for Public and Online Courses

Exhibit C – Contractor Cost Sheet for Private Courses

CONTRACT TERMS AND CONDITIONS

I. DEFINITIONS

- A. "Board of Supervisors" refers to the County of Riverside's Board of Supervisors.
- B. "Contractor" refers to Quickstart Intelligence Inc. and its employees, agents and representatives providing services under this Agreement.
- C. "DPSS and/or County" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- D. "HIPAA" refers to the Health Insurance Portability Accountability Act.
- E. "Subcontract" refers to any agreement, 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 Agreement.
- F. "Subcontractor" means any supplier, Contractor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

II. OBJECTIVES

- A. To obtain high quality, high level training to increase capacity of DPSS IT personnel to meet the information management needs of DPSS;
- B. To continuously improve efficiency and effectiveness of service to internal and external customers;
- C. To increase cost benefit by remaining current and aligning existing and new technology with the goals of the DPSS.

III. DPSS RESPONSIBILITIES

- A. Assign staff to be liaison between DPSS and the Contractor.
- B. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Agreement. 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.

IV. CONTRACTOR RESPONSIBILITIES

A. SCOPE OF SERVICE

1. Assign staff to be liaison between the Contractor and DPSS.
2. The Contractor shall provide the following services:
 - 2.1 Hardware and Software Training for IT Professionals as specified in Cost sheets **Exhibit B** and **C**, Training List, provided according to the following requirements:
 - a. Contractor is classified as Microsoft Gold Training Partner;
 - b. Lync must be used as classroom instruction tool for IM, Video presentation and power point presentations are required for remote training access from the DPSS facility;
 - c. Ability to remote access into the class from any workstation with internet connectivity;
 - d. All courses are provided in Pacific Standard Time Zone;
 - e. Each student completing a course will receive a Microsoft Official Curriculum License, as applicable.
 - 2.2 Training Labs are provided by the Contractor must meet the following requirements:
 - a. Remote access from any workstation;
 - b. The software and programs are thoroughly tested, the material is accurate and follows the course outline, and the training program is bug-free;
 - c. Lab computer equipment at Contractor training sites must include hardware that has multicore processors and enough memory to run several Virtual Machines at the same time;
 - d. Each student must have their own lab computer/workstation while completing a lab at Contractor training site.
3. **Training Delivery Methods**
 - 3.1 Training will be provided in the following modes on an **all-inclusive cost per student basis**:
 - a. Public scheduled course with live instructor at Contractor's facility;
 - b. Private classroom with virtual live instructor at DPSS facility. Contractor must have Lync.
 - c. Desktop with virtual live instructor online at designated DPSS workstation. Contractor must have Lync.
 - 3.2 Training may be requested with live instructor at a DPSS private classroom on an **all-inclusive per course basis plus cost of 1 set of course materials per student**. Contractor shall have no minimum/maximum student requirement.
 - 3.3 Pre-recorded courses are not acceptable as a training method within the scope of this Agreement.

4. **Instructor Requirements**

- 4.1 Instructors providing training under the awarded Agreement will meet the following requirements:
- a. A minimum of a Bachelor's Degree from an accredited university or college in computer information systems or a related field;
 - b. A minimum of three (3) years' experience in Microsoft training or equivalent combination of education and experience for teaching MS courses;
 - c. Must be MS Certified with field experience, including a minimum of two years of hands-on experience with the product.
 - d. Ability to incorporate real world scenarios and lessons with course material;
 - e. Proficient ability to troubleshoot lab issues that may occur and direct students to additional online/offline resources for additional information;
 - f. DPSS requires the option to interview and approve of the assigned instructor before committing to training for a particular subject.

5. **Reporting**

- 5.1 Contractor shall provide invoices once a month to DPSS within twenty (20) calendar days following the month in which services were provided and will submit in the format provided by Riverside County DPSS along with any supporting documentation.
- 5.2 Contractor shall provide a quarterly report of all courses completed or in progress, including the names of students enrolled, date of course and cost per course. Contractor shall also complete and submit sign-in sheets with invoices.

6. **Scheduling, Cancellation, Evaluation**

- 6.1 **Open Seat Policy:** DPSS may register a student one day in advance if there is space available. It is understood that materials may not be available at such short notice.
- 6.2 **Course Retake:** Students may retake a course during the term of the Agreement if space is available at no cost, using their previously purchased materials.
- 6.3 **Version Upgrade:** DPSS may purchase courseware for upgraded version of the same course and retake course during the term of the Agreement at no cost.
- 6.4 **Cancellation of Public Course by Contractor :** If the Contractor is unable to deliver a public course for which DPSS students are registered, the Contractor will not charge for the course and will allow the registered students to take a different course of equal or lesser value at no cost to DPSS.

- 6.5 **Cancellation of Private Group Course by Contractor:** If Contractor is unable to deliver a private course after it has been scheduled and confirmed with DPSS seven (7) days before the course is scheduled, the Contractor will pay liquidated damages in the amount equal to the cost per course per registered student. It is agreed by the parties that time is of the essence, and in the event complete delivery is not made within the schedule set by the County, and pursuant to the bid specifications, damage will be sustained by the County, it will be impractical, and extremely difficult to ascertain, and determine the actual damage sustained.

Therefore, it is agreed that the Contractor shall pay to the County of Riverside, as fixed and liquidated damages, and not as a penalty, a dollar sum in the amount of the cost of the course. It is further agreed that in the event such damages are sustained by the County, the County shall deduct the amount from any payment due or that may become due to the Contractor under the Agreement.

- 6.6 **Cancellation of Private Group Course by DPSS:** DPSS may cancel a private group course at no cost to DPSS if notice is given to the Contractor more than ten (10) DPSS business days in advance of scheduled course.
- 6.7 **Student Cancellation of Public Courses (classroom or on-line):** DPSS may cancel a student's registration at no cost to DPSS five (5) business days in advance of the public course. If notice of less than five (5) business days is given, the full fee will be assessed with the possibility to reschedule the same course during the term of the Agreement.
- 6.8 **Substitutions:** DPSS reserves the right to substitute in advance one DPSS employee for another in lieu of cancelling a seat in a course. This does not apply to retakes or version upgrades.
- 6.9 **Change in Trained Staff:** If a DPSS staff member trained in a particular course leaves the County within one year of taking a course, DPSS may send a new staff member to the same or comparable training for the cost of courseware.
- 6.10 **Evaluation:** DPSS and Contractor will agree on an evaluation tool that measures whether the objectives of the class were met; if objectives are not met, DPSS can schedule a retake or account is credited.
- 6.11 **Dissatisfaction:** In the event that DPSS experiences continued dissatisfaction with the services performed by the Contractor, a dispute resolution process will be completed.

B. FISCAL

1. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Agreement shall not exceed \$160,894.

2. UNIT OF SERVICE COST RATE

The Contractor will be paid the rates listed on **Exhibit B** and **Exhibit C**. The Contractor Cost Sheet for Public and Online Courses and Private Courses are attached hereto and incorporated herein by this reference.

3. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- a. The Contractor will be paid the actual amount of each monthly invoice for payment that is accompanied by an agenda and participant sign-in sheet. The Contractor must obtain signatures from all attendees for each day the class is in session. All sign-in sheets must be submitted along with **Exhibit B** before payment can be made. If the required supporting documentation is not provided, DPSS may delay payment until the information is received by DPSS.
- b. For months for which no reimbursement is requested, an invoice must be submitted with a "\$0" request.
- c. 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.
- d. The Contractor shall submit DPSS Forms 2076A, 2076B (if applicable) (**Exhibit A**), following the instructions set forth. Exhibit A is attached hereto and incorporated herein by this reference for request of all payments.
- e. Each claiming period shall consist of a calendar month claiming period. Contractor Invoice estimates for May and June are due no later than the 10th of June. Actual Contractor's invoices for May and June are due no later than the 30th of July.

4. FINANCIAL RESOURCES

The Contractor warrants that during the term of this Agreement, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. 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.

5. RECORDS, INSPECTIONS AND AUDITS

- a. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. 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.
- b. 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, which these representatives may determine to be pertinent to this Agreement, 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 Agreement and the premises in which it is being performed.

- c. 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.
- d. 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 Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
- e. 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.
- f. 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 A-133. However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

6. SUPPLANTATION

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. 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 Agreement, 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.

7. DISALLOWANCE

In the event the Contractor receives payment for services under this Agreement 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 agreement with DPSS.

C. ADMINISTRATIVE

1. 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 Agreement.

2. 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.

3. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives 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 choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

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

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

4. INSURANCE

- a. 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.

(1) 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.

(2) 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 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.

(3) 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 Insured.

b. 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 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'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 Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the County 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 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.

- (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 retentions 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); 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 required under this Agreement 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.
- (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.

5. 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 Agreement.

6. 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 Agreement.

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 Agreement. 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 Agreement.

7. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, 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.

8. SUBCONTRACT FOR SERVICES

- a. The Contractor shall not enter into any subcontract with any subcontractor who:
 - i. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
 - ii. has within a 3-year period preceding this Agreement 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;
 - iii. 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
 - iv. has within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- b. 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.
- c. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Agreement insofar as they are applicable to the work of subcontractors.
- d. Nothing contained in this Agreement 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.

9. DEBARMENT AND SUSPENSION

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

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- b. Have not within a 3-year period preceding this Agreement 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. 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
- d. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

10. COMPLIANCE WITH RULES, REGULATIONS 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.

11. EMPLOYMENT PRACTICES

- a. 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 Agreement, 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).
- b. In the provision of benefits, the Contractor shall certify and comply with Public Agreement 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.
- c. 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.

12. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT (HIPAA)

Under the Health Insurance Portability and Accountability Act (IHPAA), 42 U.S.C. 1320d et seq. and its 162, and 164 (“Privacy Rule and Security Rule”), the Contractor must comply with the Security Rule as a Business Associate, if under this Agreement, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of Title 45 of the Code of Federal Regulations.

The County and Contractor acknowledge that HIPAA mandates them to comply as business associates in order to safeguard protected health information that may be accessed during the performance of this Agreement.

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

13. AGREEMENT TRANSITION PERIOD

The Contractor recognizes that the services under this Agreement are vital to DPSS and must be continued without interruption, and that, upon expiration, a successor, either DPSS or another contractor, may continue the services outlined herein. The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of clients to a successor.

- a. The Contractor shall, upon written notification from DPSS, negotiate in good faith a transition plan with a successor to determine the nature and extent of the transitioning of services. The transition plan for each service type and shall be subject to DPSS’ approval and shall specify:
 - (1.) List of clients that include:
 - (a.) Current contact information;
 - (b.) Assigned social worker.
- b. Discharge summary that includes:
 - (1.) Services received;
 - (2.) Number of hours of services completed;
 - (3.) On-going service recommendations;
 - (4.) Date for transferring responsibilities.
- c. The Contractor shall provide DPSS with copies of client files.

V. GENERAL

A. EFFECTIVE PERIOD

This Agreement is effective upon execution to June 30, 2015, with two (2) one-year renewal option(s).

B. NOTICES

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

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

CONTRACTOR: Quickstart Intelligence Inc.
Vice President of Finance
16815 Von Karman Ave Suite 100
Irvine, CA 92606

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

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

C. AVAILABILITY OF FUNDING

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

D. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by an Agreement of the parties, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Agreement pending DPSS' decision.

E. SANCTIONS

Failure by the Contractor to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. 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 Agreement 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 Agreement 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 Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

G. CONSUMER PRICE INDEX

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

H. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, 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 April 1.

I. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

J. ENTIRE AGREEMENT

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

EXHIBIT A
CONTRACTOR PAYMENT REQUEST (FORM 2076A)

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

Exhibit Number: A

To: Riverside County
Department of Public Social Services
Attn: Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503

From: Quickstart Intelligence Inc
Remit to Name
16815 Von Karman Ave Suite 100
Address
Irvine CA 92606
City State Zip Code
Quickstart Intelligence Inc
Contractor Name
AA-02824
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 (\$) _____
- _____ # 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

Exhibit A

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.

EXHIBIT B
COST SHEET FOR PUBLIC AND ONLINE COURSES

EXHIBIT C
COST SHEET FOR PRIVATE COURSES